****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 | SEPTEMBER 11, 2023 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Joy

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

MINUTES:

- July 24, 2023 - Pending
- August 28, 2023 - Pending

COURTESIES:

PROCLAMATIONS: September - Recovery Month

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 11a and 11b 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.)

SPECIAL PRESENTATION: Greg Burns and Jim Davenport, Thorn Run Partners, Federal Government Advocates

1. **CONSENT AGENDA** -- Separations:

A. **Bid Awards:**

1. **Cardboard Recycling.** (Opened 8/15/23) Recommend Earth First Aid.

B. **Purchase** of an irrigation pump station for Mountview Cemetery from Granite Peak Pump Service.

C. **Professional Services Agreement** for W.O. 24-01: Contract 3, Cedar Park Subdivision Water Main Replacement; Morrison-Maierle, Inc.

D. **2023 Justice Assistance Grant (JAG) Application,** Memorandum of Understanding (MOU) with Yellowstone County, and award to the City of Billings Police Department.

E. **Perpetual Right-of-Way Easements** from Sisters of Charity of Leavenworth Health Services Corporation.

F. **Exempt Plat** Amended Yellowstone Meadows, Phase Three. *Quasi-Judicial

G. **Second/Final Reading Ordinance** for Zone Change 1033: St. Vincent's Healthcare Subdivision. *Quasi-Judicial

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

1. August 07, 2023
2. August 14, 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** to receive input on FY2022-2023 Draft Comprehensive Annual Performance Evaluation Report (CAPER) and Community Needs. No action is necessary.

   - Presented by: Brenda Beckett, Community Development Manager

3. **PUBLIC HEARING** and amendment to the FY2023-2024 Annual Action Plan. Staff and Community Development Board recommends approval.

   - Presented by: Brenda Beckett, Community Development Manager

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the amendment to the FY2023-2024 Annual Action Plan, as recommended by staff and Community Development Board.

4. **PUBLIC HEARING AND RESOLUTION** revising Encroachment Rental fees. Staff recommends approval.

   - Presented by: Jennifer Duray, Deputy Public Works Director

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution revising Encroachment Rental fees, as recommended by staff.

5. **PUBLIC HEARING AND RESOLUTION** setting Special Improvement Lighting Maintenance District (SILMD) assessments. Staff recommends approval.

   - Presented by: Jennifer Duray, Deputy Public Works Director

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution setting Special Improvement Lighting Maintenance District (SILMD) assessments, as recommended by staff.

6. **PUBLIC HEARING AND RESOLUTIONS** allocating assessments on the following:

   - Presented by: Jennifer Duray, Public Works Deputy Director

a. **Sidewalk Construction and/or Repairs.**

b. **Delinquent Sewer and Solid Waste Services.**

Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve Resolutions assessing Sidewalk Construction and/or Repairs and Delinquent Sewer and Solid Waste Services, as recommended by staff.

7. **PUBLIC HEARING AND RESOLUTIONS** allocating assessments on the following:

- Presented by: Andy Zoeller, Finance Director

a. **SID 1411**

b. **SID 1419**

c. **SID 1423**

d. **SID 2924**

e. **SID 2925**

Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve Resolutions allocating assessments on SID 1411, SID 1419, SID 1423, SID 2924 and SID 2925, as recommended by staff.

8. **PUBLIC HEARING AND RESOLUTIONS** allocating assessments on the following:

- Presented by: Andy Zoeller, Finance Director

a. **Nuisance Property Abatements**

b. **Weed Abatements**

Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve Resolutions assessing Nuisance Property and Weed Abatements, as recommended by staff.

9. **PUBLIC HEARING AND RESOLUTIONS** setting annual levy/assessments on the following:

- Presented by: Andy Zoeller, Finance Director

a. **General Fund, Transit, Library, Public Safety I, II, III, and General Obligation Debt**

b. **Downtown Business Improvement District**

c. **Tourism Business Improvement District**

Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve Resolutions setting annual levy/assessments on General Fund, Transit, Library, Public Safety I, II, III, and General Obligation Debt; Downtown Business Improvement District; and Tourism Business Improvement District, as recommended by staff.

10. **PUBLIC HEARING AND RESOLUTION** assessing Park Maintenance Districts (PMDs). Staff recommends approval.

- Presented by: Andy Zoeller, Finance Director

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution assessing Park Maintenance Districts (PMDs), as recommended by staff.

11. **PUBLIC ARTS POLICY:**

a. **RESOLUTION** rescinding and repealing Resolution 04-18101, establishing a Public Arts Policy and Ad Hoc Committee. Staff recommends approval.

- Presented by: Gina Dahl, City Attorney

Recommended Motion: I move to approve a resolution rescinding and repealing Resolution 04-18101, establishing a Public Arts Policy and Ad Hoc Committee, as recommended by staff.

b. **RECOMMENDATION** for Public Arts Projects. Staff, Ad Hoc Art Review Committee, Parks and Cemetery Board and Mobilize the Magic City Advisory Committee recommend approval.

- Presented by: Chris Kukulski, City Administrator

Recommended Motion: I move to approve Public Art Projects, as recommended by staff, Ad Hoc Art Review Committee, Parks and Cemetery Board, and Mobilize the Magic City Advisory Committee.

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

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

~ ~ ~

City Council Regular

Date:	09/11/2023
Title:	Cardboard Recycling Contract
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council award a contract for cardboard recycling to Earth First Aid for $75 per ton.

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

On June 26, 2023, Council approved solid waste rates that incorporated a curbside cardboard recycling program effective September 11, 2023. Public Works will be composting some of the cardboard collected and hauling the remainder to a vendor that will process and recycle the cardboard. Staff estimates a maximum of 5,000 tons per year will be hauled to the vendor to be recycled.

The contract for cardboard recycling was advertised on August 4 and August 11, 2023, in the Yellowstone County News and on the City's website. Bids were opened on August 15, 2023, and one bid was received from Earth First Aid. Earth First Aid is the only cardboard recycler in the city so we knew there was a possiblilty of only getting one bid. Shipping the material out of the city for recycling would be more expensive and the bid from Earth First Aid was reviewed and considered to be reasonable based on market research.

ALTERNATIVES

City Council may:

- Approve the contract with Earth First Aid in an amount not to exceed $375,000; or
- Do not award a contract and reject the bid. If the contract is not awarded, the cardboard collected will not be recycled and all cardboard in excess of the amount that can be composted will continue to be disposed of in the landfill.

FISCAL EFFECTS

Earth First Aid submitted the only bid of $75 per ton. Although only one bid was received, staff believes that it is a fair bid for market conditions. The estimate that staff received prior to the bid was $100 per ton. The contract includes a not to exceed amount of $375,000 for the year which allows for the hauling of 5,000 tons of cardboard for recycling. Solid waste rates approved by Council at the June 26, 2023, Council meeting include the cost of cardboard recycling; however, the budget approved by Council earlier in June does not include this expense. Therefore, a budget amendment will be required to increase the FY 24 solid waste budget.

Attachments

Earth First Contract to Recycle Cardboard

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and Earth First Aid of 458 Charles St, Billings, MT 59101 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to process and recycle residential cardboard, more accurately described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on September 11, 2024. The parties may extend this **AGREEMENT**, by mutual concurrence, for two (2) one (1) – year terms, in writing prior to its termination.

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

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

5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** not to exceed three hundred and seventy-five thousand dollars ($375,000) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

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

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

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

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

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

occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

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

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

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

8. <u>INSURANCE</u>:

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

The **CONTRACTOR** shall provide the following insurance:

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
- Automobile liability -- $1,500,000 per accident.

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

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

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

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

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

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

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

12. **NONDISCRIMINATION:**

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying

any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

The **CONTRACTOR** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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

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

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

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

F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

13. **DEFAULT AND TERMINATION:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

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

14. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Kyle Foreman, Solid Waste Superintendent and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Paul Schultz.

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

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

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

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

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

CITY OF BILLINGS, MONTANA

_____
BUSINESS NAME (CONTRACTOR)

_____
WILLIAM A. COLE
MAYOR

_____
SIGNATURE

_____
PRINT NAME

APPROVED AS TO FORM:

_____
PRINT TITLE

By_____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
DENISE BOHLMAN, CITY CLERK

EXHIBIT A

Scope of Work

The CITY will collect residential cardboard and haul it to the CONTRACTOR. The CONTRACTOR will process and recycle the cardboard. Estimated tonnage to be delivered to the CONTRACTOR is 5,000 tons. The CITY does not guarantee a minimum amount of material. All loads will be weighed at the disposal facility and a weight ticket for each load will be provided to the CITY at the time of disposal. The CITY will provide an open-top dumpster for any contaminated cardboard delivered to the CONTRACTOR by the CITY and the CITY will haul and dispose of said material at the cost of the city.

CITY will do periodic inspections of material disposed of in the open-top to ensure material is being properly characterized.

CONTRACTOR will provide records upon CITY request for periodic audits to ensure that clean cardboard delivered to the CONTRACTOR is being recycled.

City Council Regular

Date:	09/11/2023
Title:	Mountview Cemetery Irrigation Pump Station
Presented by:	Brandon Schmidt
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff's recommends motion to approve contract for purchase of a new irrigation pump station at Mountview Cemetery

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

Mountview Cemetery's current pump station is outdated and requires replacement in order to move forward with plans to automate the cemetery irrigation system.Currently, Mountview utilizes an antiquated quick coupler system, that requires staff to physically rotate 65 sprinkler heads between approximately 700 standpipes. Sprinklers are moved twice a day and account for approximately 8 work hours each day. The pump station is very inefficient and must be monitored continually during the day.

The new pump station would allow staff to begin to replace the old stand pipes with in-ground rotor sprinklers, eliminating the need to move sprinklers. This would also create the added benefit of eliminating the standpipes, in which staff currently have to mow and string trim around. This would make maintaining the cemetery more efficient and reduce the time required to mow and trim. The new pump station would also add efficiency through utilizing a Variable Frequency Drive (VFD) system. The electrical savings can be as much as 30% over conventional pumps.

When the new system is in place, the cemetery would also have the ability to water during the evening hours. Currently, staff only has the ability to water during working hours due to the fact the current pump station must be controlled on site. This would allow cemetery users the opportunity to enjoy more of the cemetery during the day.

Staff is recommending purchasing a Watertronics VFD centrifugal pump station to increase efficiency, decrease wear on the pipe system, energy savings and the ability to expand and modernize the irrigation system at Mountview Cemetery.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

Council approved $230k in the FY24 budget and in the CIP to fund pump replacement. This funding originated from the cemetery perpetual care fund in which 35% of all grave sales go to pay for future care and maintenance of the cemetery.

The original estimate for a new pump station was $216k, with another $14k estimated for pump house modifications. Staff worked with pump installer to create an alternate design, with required capabilities, that reduced pump station cost to $186k. Modifications also reduced pump house alterations to an estimated $8k.

Staff is recommending to sole source new pump station from Granite Peak Pump Service, since they are the only distributor/installer of Watertronics systems in the region. Most of the pump stations in the Billings parks system are Watertronics, which allows staff to control of pump stations from one easy to use app on a phone or tablet. It also adds efficiency in training and maintenance as staff are only required to learn and work on one pump station manufactures equipment. The stations utilize like components lowering parts inventories.

Having the distributor/installer located in Billings makes warranty repair work and future maintenance trouble calls more efficient and less costly as it eliminates travel time/expenses from sending a tech from another region.

SUMMARY

Recommend approval of new pump station in Mountview Cemetery, in order to increase efficiency in maintaining the cemetery, and improve the community experience within the cemetery.

Attachments

Sole Source Justification
Mountview Pump Station Contract
Contractor Insurance
Building Construction Booklet

Justification for Sole Source Provider

Date	7/27/2016	Vendor	Granite Peak Pump Service, Inc
Requestor Name	Brandon Schmidt	Contact Name	Jay Glen
Department	PRPL	Phone #	(406) 254-9972
Division	Cemetery	Email	jay@granitepeakpumpservice.com
Phone #	(406) 855-6444	Amount	$ 185,578

Scope of Work or Product: (enter text below)

Procurement and setup of new pump station for Mountview Cemetery's irrigation system.

Reason for requesting sole source: (please check all that apply and supply necessary information)

☒ Item must match existing equipment because all new pump stations installed in City of Billings parks are supplied by Watertronics. This benefits the city in a number of ways including the ability to control all pump stations from one easy to use application. Operators and maintainers are able to be trained on one pump station and that knowledge can be applied to all other pump stations. Repair parts for high fail items such as seals and o-rings, are interchangeable across the different pump stations eliminating the need to maintain different repair parts for each pump station.

☐ Item is a repair part for existing equipment OR item is to be attached to existing equipment.

Name of existing equipment: Click here to enter text.

☐ Technical characteristics of requested item are essential to our needs because

Click here to enter text.

☐ Product is proprietary; no other manufacturer of this type of product exists.

☐ Only known vendor to service or provide this type of product in this region.

☐ Other manufacturers of this type of product do not meet our requirements:

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

☐ Product is being purchased through State of Montana Contract #: Click here to enter text.

☐ Other reason not listed above: Click here to enter text.

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **GRANITE PEAK PUMP SERVICE, INC.,** of 2639 MEADOW CREEK LOOP, BILLINGS, MT 59105 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to install new irrigation pump station at Mountview Cemetery, more accurately described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on 30 April, 2024. The parties may extend this **AGREEMENT**, by mutual concurrence, for 30 days, in writing prior to its termination.

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

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

5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** one-hundred, eighty-five thousand, five-hundred, seventy-eight dollars and no/100 ($185,578.00) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

CITY agrees to pay **CONTRACTOR** a production deposit of ninety-two thousand, seven-hundred, eighty-nine dollars and no/100 ($92,789.00)

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

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

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

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

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

The **CITY** SHALL:

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

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

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

8. <u>INSURANCE</u>:

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

The **CONTRACTOR** shall provide the following insurance:

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
- Automobile liability -- $1,500,000 per accident.

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

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

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

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

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

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

11. **PREVAILING WAGE REQUIREMENTS – MONTANA – BOOKLET ATTACHED:**

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

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

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

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

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

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

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

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

13. NONDISCRIMINATION:

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

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

The **CONTRACTOR** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **CONTRACTOR** and any subcontractor shall abide by the requirements

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

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

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

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

F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

15. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Brandon Schmidt and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Jay Glen.

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

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

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

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

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

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

CITY OF BILLINGS, MONTANA

_____

WILLIAM A. COLE,
MAYOR

APPROVED AS TO FORM:

By_____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
DENISE BOHLMAN, CITY CLERK

Granite Peak Pump Service, Inc.
BUSINESS NAME (CONTRACTOR)

_____
SIGNATURE

Jay Glen
PRINT NAME

_____
PRINT TITLE

EXHIBIT A

WATERTRONICS®

Granite Peak
Pump Service, Inc.
2639 Meadow
Creek Loop
Billings, MT 59105
406-254-9972 (O)
406-254-9533 (F)
406-698-6313 (C)

CUSTOM PUMP SYSTEM QUOTATION

Project Name:	Mountview Cemetery	**Date:**	8/8/2023
Site Location:	Billings, MT	**Quotation:**	Q23053
		Quoted By:	Jay Glen
Customer Contact Nam e:	Brandon Schmidt		
Company Name:	Mountview Cemetery	**Sales Rep:**	Jay Glen
Address:		**Phone:**	406-254-9972
Phone:	406-657-8299	**Email:**	jay@granitepeakpumpservice.com
Email:	schmidtb@billingsmt.gov		
Performance:	800GPM @ 85PSI		
Site Voltage:	480Y/277 volt, 3Phase/60Hz only	**Panel SCCR:**	35KA
Model Number:	HCFV-7C-30X2/5VMS-480-3-800-85	**FCC Type:**	None

CATEGORY	DESCRIPTION	QTY
Approvals and Certifications	• UL Listed - Industrial Control Panel	1
Paint Color	• Paint Color - Watertronics - Sandstone	1
Pump Motors -HC	• 30HP HC Prem Efficiency Motor - 460V/3Ph	2
Pumps - HC	• Pump Horizontal Centrifugal 30HP 3600RPM	2
Pumps - VMS	• Pump and Motor VMS 5HP-460V/3Ph	1
Pump Discharge Headers	• Discharge Header - 100 GPM	1
Pump Discharge Headers	• Discharge Header - 400 GPM	2
Pump Seals	• Mechanical Shaft Seal	2
Discharge Manifolds	• Discharge Manifold - Duplex Pump	1
Pressure Relief Valves	• 3 Pressure Relief Valve	1
Regulation EBVs	• Electronic Butterfly Valve - 2-6	2
Flow Meters	• Data Industrial 220 Series Flowmeter Brass	1
Intake Manifolds	• Common Intake Header - HC Duplex	1
Pump Station Bases	• Pump Station Base - Formed Steel	1
Pump Station Base Accessories	• Skid Shim Kit Stainless Steel	1
Disconnects	• Station Disconnect Switch - 200A Fused	1
VFDs	• Variable Frequency Drive 30HP380-480V/3ph	1
XL Contactors	• VFD (XL) Contactor - 460-575V/3Ph -30HP	2
XL Contactors	• Motor Starter - 460-575V/3Ph - 5HP	1
Control System	• Power - Phase Monitor Protection	1
Control System	• Type 7C - M262 PLC	1
Touchscreen Displays	• 10" Raspberry Pi ComFile	1
Control Switches	• Lighted HOA Switch	3
Surge Protection	• Premium Surge/Lightning Protection	1
Optical Devices	• Flow Signal Opto Coupler - For Sharing Signal	1
Optical Devices	• Flow Sensor Opto Isolator	1
Remote Start Options	• Remote Disable Relay - 24VAC/DC	1
Communication and RTUs	• WaterVision Cloud - Verizon 4G - w/1YR Subscription	1
Fertigation Accessories	• Fertigation Run Relay	1
Electrical Enclosure	• Electrical Enclosure - 75x48x16 STL/WHT	1
Electrical Enclosure Cooling	• Heat Exchanger - Standard - (2-4K Btu)	1

Documentation	•	Operation & Maint Manual (English) - Electronic Copy	3
Custom - Write In Option	•	12" Wye Strainer for well fill	1
Custom - Write In Option	•	3" EBV for 12" Wye Strainer Auto Flush	1
Custom - Write In Option	•	Filter V-1000-6" with 500 Micron Screen	1

STANDARD EQUIPMENT FEATURES : (Included In Total Station Price)		
OPTION NO	**DESCRIPTION**	**QTY**
001-0000006	**Horizontal Centrifugal - Station Spec**	1
	• A variable speed Horizontal Centrifugal pump station shall be provided. The pump station shall include variable frequency drive speed control horizontal centrifugal pumps piping valves electrical panel base and all other features (where applicable as specified below). Station shall be designed to be installed either outside or inside a weather resistant building furnished by the owner as specified above. A formed and reinforced base platform will support all manifolding pumps motors and control panels to provide an integral unit ready to quickly install at the job site. Configuration of station inlet discharge power connections and layout/orientation of basic system components shall be indicated on the sales drawing. The station shall be completely assembled (where applicable) calibrated and subjected to a dynamic run test including safety check prior to breakdown and shipment to customer.	
005-0000002	**UL Listed - Industrial Control Panel**	1
	• The station ELECTRICAL CONTROL PANEL shall be UL listed and meet or exceed UL508A specifications for safety of industrial control panels. Panel shall be assembled and tested in a UL508A certified panel shop.	
010-0000002	**Paint Color - Watertronics - Sandstone**	1
	• Pump station plumbing components shall be painted Watertronics SANDSTONE for maximum durability and resistance to corrosion. The paint system shall consist of a multi-step system including media blasting application of a rust prohibitive epoxy prime coat followed by a two part industrial grade ultraviolet resistant polyurethane finish having a total dry film thickness of not less than 5 mils. Each coat will be applied and baked for one half hour at 165 degrees F. Pump station components including base pipework discharge heads manifolds isolation and relief valves grooved clamps and supports shall be painted unless otherwise specified on sales drawing.	
102-0000006	**30HP HC Prem Efficiency Motor - 460V/3Ph**	2
	• A 30HP premium efficient (HC) horizontal centrifugal motor shall be provided. The motor shall be (ODP) open drip proof construction inverter ready rated with class F windings. The motor shall be sized properly for continuous operation of the pump at any point along the designed pump performance curve without exceeding the motors specified horsepower rating.	
122-0000006	**Pump Horizontal Centrifugal 30HP 3600RPM**	2
	• A 30HP single stage close coupled Horizontal Centrifugal pump shall be provided. The pump assembly shall be bolted directly to the motor face and be constructed of heavy duty cast iron with a single dynamically balanced bronze impeller. A mechanical carbon/ceramic motor shaft seal shall be provided for long life and maintenance free operation. A temperature sensor shall also be provided in the pump volute case to facilitate safety shut down of the pump under high temp conditions. The pump shall be selected specifically for the application by Watertronics to maximize performance and efficiency.	
123-0000002	**Pump and Motor VMS 5HP-460V/3Ph**	1
	• A 5HP (VMS) Vertical Multi-Stage pump and motor assembly shall be provided. The motor shall meet or exceed NEMA standards for high durability. The pump shall be constructed of stainless steel with multi stage dynamically balanced stainless impellers and mechanical carbon/ceramic motor shaft seal for long life and maintenance free operation. A temperature sensor shall also be provided to facilitate safety shut down of the pump under high temp conditions. The pump assembly shall be selected specifically for the application by Watertronics to maximize performance and efficiency.	
145-0000001	**Discharge Header - 100 GPM**	1
	• A pump discharge header assembly shall be provided for a maximum flow of 100GPM. The header assembly shall include a check valve butterfly valve and related pipework required to connect pump to discharge manifold or spool. The pipework shall be fabricated from A53 Grade B schedule 40 CARBON STEEL and painted per job specifications.	

145-0000003	**Discharge Header - 400 GPM**	**2**
	• A pump discharge header assembly shall be provided for a maximum flow of 400GPM. The header assembly shall include a check valve butterfly valve and related pipework required to connect pump to discharge manifold or spool. The pipework shall be fabricated from A53 Grade B schedule 40 CARBON STEEL and painted per job specifications.	
180-0000002	**Mechanical Shaft Seal**	**2**
	• Each turbine pump discharge head shall contain a mechanical seal assembly located where the line shaft protrudes through the discharge head. The mechanical seal assembly shall consist of a main housing shaft sleeve assembly locking and drive collars. The shaft sleeve shall be machined from 416 stainless steel. The locking and driving collars shall be machined from 7075 aluminum. Integral to the seal housing a permanently lubricated ball bearing shall be mounted located out of the pumping media. The mechanical seal shall be resistant to corrosion and abrasives totally self lubricating and rated for no less than 300 PSI. The seal assembly shall require no bypass tubes or related devices to provide cooling or lubrication. One seal required per Vertical Turbine pump.	
200-0000002	**Discharge Manifold - Duplex Pump**	**1**
	• A custom fabricated DUPLEX PUMP discharge manifold shall be provided. The manifold shall be designed and fabricated by Watertronics to maximize flow and efficiency and to meet specific customer installation requirements. All fabricated piping shall conform to ASTM specifications A53 for Grade B welded or seamless pipe. Discharge piping 12" and larger shall be a minimum "Standard Wall" thickness. Discharge piping 10" and smaller shall be Schedule 40. All welded flanges shall be forged steel slipâ€'on or weld neck type. All welded fittings shall be seamless conforming to ASTM Specification A234 with pressure rating not less than 150 psi. The manifold assembly shall include a main discharge isolation valve discharge pressure gauge three 3/4" fertigation ports and a winterization drain port with 3/4" ball valve.	
210-0000001	**3 Pressure Relief Valve**	**1**
	• A 3" pressure relief valve shall be installed on the discharge piping downstream of the pressure regulating valves. The valve shall be sized to bypass sufficient water back to the water source to avoid the discharge pressure from exceeding the maximum programmed pressure set point by more than 10 PSI.	
270-0000001	**Electronic Butterfly Valve - 2-6**	**2**
	• A patented Watertronics 2-6" EBV "Electronic Butterfly Valve" shall be provided on the pump discharge head. The EBV shall provide for gradual entry of water from the pump into the discharge manifold to allow for complete purging of pump column air and elimination of water hammer surges and check valve slam. The EBV shall also facilitate smooth pump sequencing enhanced flow and pressure regulation. In the event of a VFD failure the EBV shall function as a by-pass regulation device to maintain constant pressure regulation and flow without disruption of the irrigation process.	
280-0000001	**Data Industrial 220 Series Flowmeter Brass**	**1**
	• A high quality impeller style flow meter shall be provided to measure water flow with an accuracy of +/- 1%. full scale The flow meter housing shall be made of BRASS. The sensor electronics shall be fully sealed in epoxy potting suitable for indoor or outdoor installation.	
300-0000002	**Common Intake Header - HC Duplex**	**1**
	• A custom fabricated DUPLEX PUMP common intake manifold shall be provided. The manifold shall be designed and fabricated by Watertronics to maximize flow and efficiency and to meet specific customer installation requirements. All fabricated piping shall conform to ASTM specifications A53 for Grade B welded or seamless pipe. Discharge piping 12" and larger shall be a minimum "Standard Wall" thickness. Discharge piping 10" and smaller shall be Schedule 40. All welded flanges shall be forged steel slip-on or weld neck type. All welded fittings shall be seamless conforming to ASTM Specification A234 with pressure rating not less than 150 psi. The manifold assembly shall include a intake isolation valve where applicable intake pressure gauge and a winterization drain port with 3/4" ball valve.	
400-0000001	**Pump Station Base - Formed Steel**	**1**

	• Pump station components shall be mounted on a formed steel base. Formed steel construction is used to minimize weld seams and maximize strength. The base material shall be 3/8" thick ASTM A-26 hot rolled carbon steel plate. Structural steel shall be welded on the underside of the base to maximize structural rigidity. Base shall have a minimum of 8 (eight) lifting points (two at each corner). Base shall include a hinged wet well hatch whenever possible. Base shall be supplied with four anchor brackets and concrete wedge anchor bolts if base length is under 12ft. For base lengths over 12ft six anchors shall be provided. The base size shall be approximately	
410-0000001	**Skid Shim Kit Stainless Steel**	**1**
	• A skid shim kit shall be provided to take up small gaps between skid and floor and to insure level installation of skid. Each kit shall include the following stainless steel shims; Qty (2) - 1/2"x2"x5" Qty(2) - 3/8"x2"x5" Qty(4) - 1/4"x2"x5" Qty(4) - 1/8"x2"x5" .	
500-0000011	**Station Disconnect Switch - 200A Fused**	**1**
	• A 3-pole 200 amp maximum FUSED UL Listed main disconnect switch shall be provided. The disconnect switch shall include an operating handle mounted in the main electrical panel door that shall open all ungrounded conductors of the service entrance to the panel. The disconnect switch shall be mechanically interlocked to prevent access while the operating handle is in the ON position. The station disconnect switch shall be correctly sized for the maximum station load and shall meet all applicable NEC and UL508A requirements.	
520-0000025	**Variable Frequency Drive 30HP380-480V/3ph**	**1**
	• A high efficiency industrial grade 30HP variable frequency drive shall be provided. The VFD shall be specifically designed for water pumping applications and include a graphical control interface keypad. All internal printed circuit boards shall be conformal coated for long service life.	
540-0000035	**VFD (XL) Contactor - 460-575V/3Ph -30HP**	**2**
	• A 460-575V/3Ph - 30HP cross line (XL) industrial grade dual interlocking contactor set shall be provided for the pump. The contactor set shall allow the assigned pump to be run manually across the line or from the VFD output. It will also facilitate sequencing of pumps when more than one main pump is present. An HOA (Hand-Off-Auto) switch will be provided for each pump. When HOA is in Hand position the contactor set will engage to power pump directly across the line. If Off position pump will be disabled and when in Auto pump will run on VFD when assigned as lead pump otherwise the contactor set will sequence the pump on as a lag pump where applicable.	
540-0000070	**Motor Starter - 460-575V/3Ph - 5HP**	**1**
	• A 460-575VAC/3Ph - 5HP industrial grade Motor Starter shall be provided. The motor starter shall provide integrated switching thermal and current overload protection per NEC article 430 safety requirements. The switching contacts shall be rated for a minimum of 200000 cycles under full load conditions.	
600-0000003	**Power - Phase Monitor Protection**	**1**
	• An advanced microprocessor based Power Phase Monitoring system shall be provided to protect the pump system from equipment failure due to power faults occurring on the incoming electrical service to the pump station. The monitor shall actively monitor for phase loss phase reversal phase unbalance under voltage and overvoltage conditions. In the event that these one or more of these conditions occur the Phase Monitor shall signal the PLC logic controller to shut down the pump system preventing damage to pump system components. The phase monitor fault limits and time to trip shall be adjustable. A status LED shall indicate the fault type causing the shutdown event.	
600-0000004	**Type 7C - M262 PLC**	**1**

	• The electrical control system shall be an Industrial grade PLC with custom programming written specifically for this project. Control logic shall be based on redundant design and interlocking of control devices for maximum safety and proper sequence of operation. The PLC controller shall have diagnostic LEDs for monitoring status of discrete inputs and outputs as well as a general PLC error feedback. The PLC shall contain RS485 and Ethernet communication ports for monitoring and programming purposes. The PLC will have a high speed counter clock and calendar function with year month day hour minute and day of week.	
610-0000006	**10" Raspberry Pi ComFile**	**1**
	• An industrial grade 10.1" (1024 × 600) LCD touchscreen user interface display shall be provided for monitoring and diagnostic purposes featuring: Digital flow (GPM) and pressure (PSI) display. Both cumulative and resettable gallons pumped indicators. Pump ready/running status with elapsed run time display per pump. Flow-based pressure regulation to match discharge pressure with irrigation demand Individual motor overload reporting Minute by minute data logging saved internally for Historic and real time X-Y plotting of pump station operation. Filter controls. Alarm log. Ability to change system parameters such as setpoint pressure time delays Fertigation graphic and control interface when sold with a Watertronics EZ Feed Injection Package. Life of the display shall be 50000 hours. The display software shall be configured for the pump station features.	
620-0000001	**Lighted HOA Switch**	**3**
	• A lighted switch actuator shall be provided which shall be illuminated GREEN whenever the controlled item is active. One required per switch.	
630-0000002	**Premium Surge/Lightning Protection**	**1**
	• A Premium 200kA max impulse current rated surge protective device shall be provided on the incoming power connections to the station. The SPD shall utilize high energy solid state suppression circuitry to effectively protect electrical equipment from extreme electrical disturbances. An additional 70kA max impulse current rated surge protective device shall be installed on the secondary of the control transformer. Diagnostic LEDs shall be provided on the devices to indicate operational status when powered.	
640-0000001	**Flow Signal Opto Coupler - For Sharing Signal**	**1**
	• An optical coupling device shall be provided for sharing of pump station flow signal with external customer control systems. The opto-coupler is rated for 3-30VDC (24VDC) nominal supply from customer control system and shall provide a minimum of 2500V isolation between station control system and external systems.	
640-0000002	**Flow Sensor Opto Isolator**	**1**
	• An optical isolation device shall be provided for isolating OFF SKID station flow sensor from the control system. The optical isolator shall effectively improve flow signal quality and eliminate interference ground loops and other signal disturbances from entering station control electronics.	
650-0000003	**Remote Disable Relay - 24VAC/DC**	**1**
	• A 24VAC/DC remote disable relay input shall be provided. The remote disable relay shall effectively disable the pump station when the remote start relay coil is supplied 24VAC/DC power from an irrigation controller or other external power source provided by customer. If the station is running and relay is powered the station will safely shutdown. When power is removed from the relay the station will return to normal operation.	
680-0000006	**WaterVision Cloud - Verizon 4G - w/1YR Subscription**	**1**

	• WaterVision Cloud - Verizon Network 4G/LTE CELLULAR remote pump system monitoring package shall be provided. The system includes all hardware software and 1 YEAR SUBSCRIPTION for connection of a single pump station to the WaterVision Cloud Network via a cellular connection. The system shall allow customer to remotely monitor the pump station and the customer's other WaterVision Cloud enabled pump stations on the same property or multiple properties at any time from a cell phone tablet PC or other web based device. The system shall also allow control of the pump station enable/disable and reset of alarms. The communication hardware will accept up to eight additional CHOICE CARD inputs The WaterVision Cloud system is also expandable through connection of additional WaterVision Cloud enabled pump systems. Additional hardware required for system expansion. Subscription may be renewed in future years for low annual fee approximatley $450/year. Contact PSN for future subscription pricing.	
720-0000001	**Fertigation Run Relay**	**1**
	• A Fertigation Run relay shall be provided to activate a customer provided chemical injection system. The relay output shall turn on when the station reaches a minimum flow set point and turn off when station flow drops below set point. The minimum flow set point shall be adjustable through the touchscreen display where provided.	
750-0000003	**Electrical Enclosure - 75x48x16 STL/WHT**	**1**
	• A heavy duty industrial grade 75Hx48Wx16D UL Listed NEMA 4 outdoor rated enclosure shall be provided to protect electrical control system components. The enclosure shall be custom built to Watertronics specifications specifically for water pumping applications and shall be fabricated of no less than 12GA carbon steel finished on all inside and outside surfaces in polyester based WHITE powder coat finish for maximum durability. The enclosure shall be provided with heavy duty integral hinges with lift off doors INTERIOR LIGHTING PACKAGE heavy duty key lockable door handles continuously welded seams mechanical interlocks and drip shield. The electrical component back panel shall be galvanized steel for superior EMC performance.	
770-0000001	**Heat Exchanger - Standard - (2-4K Btu)**	**1**
	• A premium quality closed loop water to air HEAT EXCHANGER cooling system shall be provided. The heat exchanger shall control temperature levels within the electrical enclosure protecting sensitive electronic components from overheating conditions. The heat exchanger shall be rated NEMA 4 for indoor/outdoor installations and prevent outside air or cooling water from entering electrical enclosure. The heat exchanger shall be properly sized to the application up to a maximum of 2-4K Btu cooling capacity.	
975-0000001	**Operation & Maint Manual (English) - Electronic Copy**	**3**
	• A detailed OPERATION and MAINTENANCE manual shall be provided detailing basic system operation alarms general maintenance procedures and use of the operator interface. The manual shall be in English and provided in electronic format.	
999-0000002	**12" Wye Strainer for inlet protection**	**1**
	• 12" Wye Strainer for well fill	
999-0000003	**3" EBV for 12" Wye Strain Flush**	**1**
	• 3" EBV for 12" Wye Strainer Auto Flush	
999-0000004	**Filter V-1000-6" with 500 Micron Screen**	**1**
	• A VAF model V1000 series filter shall be provided for superior discharge filtering performance. The filter body and filtration screen shall be fabricated from 316L stainless steel and include VAFs patented bi-directional hydrodynamic flush system that does not require additional motors and electronic controls on the filter for facilitation of the flushing process. The flush cycle shall be fully programmable, be controlled by the system PLC and initiated by pressure drop across the filter or on a time interval basis. Flushing shall be controlled by an industrial grade electronic valve actuator and shall occur during normal operation without suspension of the normal irrigation process. Filter assembly includes inlet and outlet isolation valves and includes a filter bypass where applicable as specified on the sales drawing. Maximum flow rate shall be 850GPM per filter with 500 micron screen.	

PUMP STATION PRICE (INCLUDES ALL STANDARD EQUIPMENT FEATURES) U.S. Dollars Only	$185,578.00
Domestic US Freight from Factory to Job Site: FOB Factory	INCLUDED
Off Load & Setup Supervision:	INCLUDED
Crane To Off-Load and Set Pump Station:	NOT INCLUDED
Start-Up:	INCLUDED
Warranty - (Including Parts and Labor)	2 YR STANDARD

Shipment: Estimated **24-28** weeks after receipt of signed contract and drawing approval. A firm delivery date will be established and transmitted within 5 days of receipt of all final details and documents.

Liberty Mutual Insurance
PO Box 188065
Fairfield, OH 45018

City of Billings
329 N 23rd St
Billings MT 59101

Sender:	Molly McCallum
Phone:	800-962-7132
Subject:	Cert No. 73397637 - Granite Peak Pump Service Inc - Certificate of Liability -
Date:	3/13/2023
No. of Pages:	10
URL:	

Molly McCallum
Service Representative
Business Service Center
Liberty Mutual Insurance
Phone: 800-962-7132
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2023

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

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

PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 800-962-7132 **FAX (A/C, No):** 800-845-3666 **E-MAIL ADDRESS:** BusinessService@LibertyMutual.com
INSURED Granite Peak Pump Service Inc 919 Betsy Dr Billings MT 59105	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** American Fire and Casualty Company 24066 **INSURER B :** Ohio Casualty Insurance Company 24074 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 73397637 **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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:	✓		BKA57627456	2/8/2023	2/8/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓		BAA57627456	2/8/2023	2/8/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $	✓		USO57627456	2/8/2023	2/8/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

City of Billings is Additional Insured if required by written contract or written agreement subject to General and Auto Liability Blanket Additional Insured Provision. Additional Insureds included on Policies listed on underlying schedule will also extend to Umbrella Policy.

CERTIFICATE HOLDER

City of Billings
329 N 23rd St
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 Molly McCallum

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;

2. It is hired, chartered or loaned with a trained paid crew;

3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and

4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability,**

Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV – Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(i) Premises rented to you for a period of 7 or fewer consecutive days; or

(ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) -** Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A** and **B,** Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d**. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the “bodily injury” or “property damage” occurs, or the “personal and advertising injury” is committed, subsequent to the signing of such written contract or written agreement; or

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b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to “bodily injury” or “property damage” included within the “completed operations hazard”.

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person’s or organization’s status as an additional insured under this endorsement ends when:

(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.

With respect to Paragraph **1.b.** above, a person’s or organization’s status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any “occurrence” which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a “suit” by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions.**

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

(2) Supervisory, inspection, architectural or engineering activities.

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

d. "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.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy**.**

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

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Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II** - **Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Records and descriptions of operations must be maintained by the first Named Insured.

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

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV – Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV – Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V – Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or “property damage” resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization 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" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and

2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2023

Effective: January 14, 2023

Greg Gianforte, Governor
State of Montana

Laurie Esau, Commissioner
Department of Labor & Industry

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

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

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

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

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

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 14, 2023

B. Definition of Building Construction

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semi-skilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM), 24.17.501(2) – 2(a), states *"Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.*

Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc."

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule

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

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

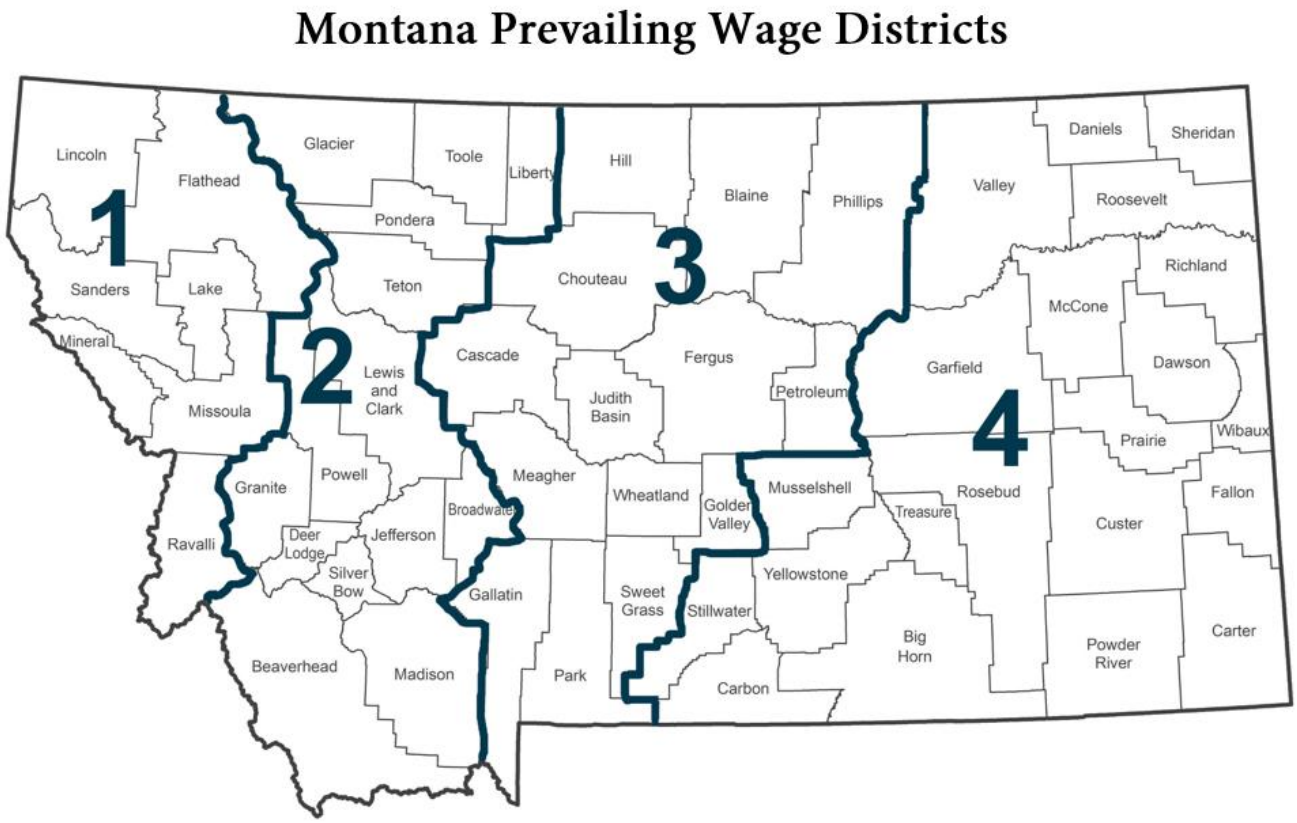
(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type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

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

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

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."* A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
District 4 – Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

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

K. Computing Travel Benefits

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

L. Per Diem

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

M. Apprentices

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

N. Posting Notice of Prevailing Wages

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

O. Employment Preference

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

P. Projects of a Mixed Nature

Section 18-2-408, MCA states:

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

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

Q. Occupations Definitions

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

R. Welder Rates

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

S. Foreman Rates

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

WAGE RATES

BOILERMAKERS

No Rate Established

Duties Include:
Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, and pressure vessels.

Travel and Per Diem:
All Districts
No travel or per diem established.

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BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	$32.32	$16.78
District 2	$32.32	$16.78
District 3	$32.32	$16.78
District 4	$32.32	$16.78

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

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CARPENTERS

	Wage	Benefit
District 1	$26.12	$12.00
District 2	$26.50	$14.07
District 3	$26.50	$14.07
District 4	$26.50	$14.07

Duties Include:
Install roll and batt insulation, and hardwood floors.

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

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CARPET INSTALLERS

No Rate Established

Duties Include:
Lay and install carpet from rolls or blocks on floors. Install padding and trim flooring materials.

Travel and Per Diem:
All Districts
No travel or per diem established.

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CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	$24.00	$8.85
District 2	$22.63	$7.36
District 3	$21.17	$3.67
District 4	$20.57	$3.67

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

Travel and Per Diem:
All Districts
No travel or per diem established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	$25.47	$12.92
District 2	$28.21	$12.92
District 3	$28.21	$12.92
District 4	$28.21	$12.92

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	$26.95	$ 9.50
District 2	$33.32	$ 9.44
District 3	$27.99	$12.92
District 4	$29.33	$12.92

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	$25.81	$12.92
District 2	$29.75	$12.92
District 3	$29.75	$12.92
District 4	$29.75	$12.92

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	$26.70	$12.92
District 2	$29.62	$14.21
District 3	$30.75	$12.92
District 4	$30.75	$12.92

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	$31.75	$12.92
District 2	$31.75	$12.92
District 3	$30.33	$15.08
District 4	$31.75	$12.92

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	$32.75	$12.92
District 2	$32.75	$12.92
District 3	$32.75	$12.92
District 4	$32.75	$12.92

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	$33.75	$12.92
District 2	$33.75	$12.92
District 3	$33.75	$12.92
District 4	$33.75	$12.92

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

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

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit
District 1	$23.55	$11.82
District 2	$23.55	$11.82
District 3	$23.55	$11.82
District 4	$23.55	$11.82

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. base pay + $0.65/hr.
>30-50 mi. base pay + $0.85/hr.
>50 mi. base pay + $1.25/hr.

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CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	$21.63	$ 7.43
District 2	$20.07	$ 9.82
District 3	$22.91	$11.82
District 4	$20.71	$ 7.93

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

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. base pay + $0.65/hr.
>30-50 mi. base pay + $0.85/hr.
>50 mi. base pay + $1.25/hr.

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CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	$24.55	$11.82
District 2	$24.55	$11.82
District 3	$24.55	$11.82
District 4	$24.55	$11.82

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

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. base pay + $0.65/hr.
>30-50 mi. base pay + $0.85/hr.
>50 mi. base pay + $1.25/hr.

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CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	$23.09	$11.82
District 2	$24.60	$11.82
District 3	$22.44	$12.22
District 4	$21.38	$12.22

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

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. base pay + $0.65/hr.
>30-50 mi. base pay + $0.85/hr.
>50 mi. base pay + $1.25/hr.

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

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DRYWALL APPLICATORS

	Wage	Benefit
District 1	$26.50	$14.07
District 2	$26.50	$14.07
District 3	$26.50	$14.07
District 4	$26.50	$14.07

Duties Include:
Drywall and ceiling tile installation.

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

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ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	$33.22	$15.91
District 2	$32.18	$16.93
District 3	$32.56	$14.56
District 4	$36.69	$15.98

Duties Include:
Electrical wiring; equipment and fixtures; street lights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

Travel:
District 1
No mileage due when traveling in employer's vehicle.

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

0-15 mi. free zone
>15-45 mi. $0.625/mi. in excess of the free zone
>45 mi. $75.00/day

Districts 2 and 3
No mileage due when traveling in employer's vehicle.

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

0-08 mi. free zone
>08-50 mi. federal mileage rate/mi. in excess of the free zone.
>50 mi. $71.57/day

District 4
No mileage due when traveling in employer's vehicle.

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

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

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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	$59.70	$44.11
District 2	$59.70	$44.11
District 3	$59.70	$44.11
District 4	$59.70	$44.11

Travel:
All Districts
0-15 mi. free zone
>15-25 mi. $47.85/day
>25-35 mi. $95.70/day
>35 mi. $104.54/day or cost of receipts for hotel and meals, whichever is greater.

Special Provision:
When in employees vehicle additional reimbursement of 1.5% of the prevailing wage rate is added to the amounts above.

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FLOOR LAYERS

No Rate Established

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors.

Travel and Per Diem:
All Districts
No travel or per diem established.

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GLAZIERS

	Wage	Benefit
District 1	$21.44	$4.01
District 2	$21.88	$4.29
District 3	$22.31	$3.99
District 4	$22.04	$3.87

Travel and Per Diem:
All Districts
No travel or per diem established.

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HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	$33.00	$20.73
District 2	$33.00	$20.73
District 3	$33.00	$20.73
District 4	$33.00	$20.73

Duties Include:
Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

Travel:
All Districts
0-50 mi. free zone
>50 mi.
- $0.25/mi. in employer vehicle.
- $0.65/mi. in employee vehicle.

Per Diem:
All Districts
$85/day

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	$39.37	$19.87
District 2	$39.37	$19.87
District 3	$39.37	$19.87
District 4	$39.37	$19.87

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

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

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

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	Wage	Benefit
District 1	$30.53	$27.91
District 2	$29.54	$24.49
District 3	$29.54	$24.49
District 4	$29.54	$24.99

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

Travel:
District 1
0-45 mi. free zone
>45-60 mi. $50.00/day
>60-100 mi. $75.00/day
>100 mi. $95.00/day

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

Districts 2, 3 & 4
0-45 mi. free zone
>45-85 mi. $70.00/day
>85 mi. $100.00/day

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

	Wage	Benefit
District 1	$30.53	$27.91
District 2	$29.54	$24.49
District 3	$29.54	$24.49
District 4	$29.54	$24.49

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

Travel:
District 1
0-45 mi. free zone
>45-60 mi. $50.00/day
>60-100 mi. $75.00/day
>100 mi. $95.00/day

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

Districts 2, 3 & 4
0-45 mi. free zone
>45-85 mi. $70.00/day
>85 mi. $100.00/day

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MILLWRIGHTS

	Wage	Benefit
District 1	$42.43	$14.52
District 2	$42.43	$14.52
District 3	$42.43	$14.52
District 4	$42.43	$14.52

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

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PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	$24.20	$7.61
District 2	$23.10	$7.61
District 3	$22.59	$8.31
District 4	$22.56	$7.37

Travel and Per Diem:
All Districts
No travel or per diem established.

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PILE BUCKS

	Wage	Benefit
District 1	$33.50	$14.07
District 2	$33.50	$14.07
District 3	$33.50	$14.07
District 4	$33.50	$14.07

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

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

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PILOT CAR DRIVERS

No Rate Established

Zone Pay:
All Districts
No zone pay established.

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PLASTERERS

No Rate Established

Travel and Per Diem:
All Districts
No travel or per diem established.

Duties Include:
All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	$36.13	$16.01
District 2	$37.90	$16.45
District 3	$37.90	$16.45
District 4	$35.21	$20.21

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

Travel:
Disrict 1
0-30 mi. free zone
>30-50 mi. $35.00/day
>50-75 mi. $45.00/day
>75 mi. $100.00/day

Special Provision
If transportation is not provided, mileage at $0.35/mi. for one trip out and one trip back is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence at the rate of $85.00/day is required.

Districts 2 & 3
0-45 mi. free zone
>45 mi.

- $0.00/mi. in employer vehicle.
- $0.65/mi. in employee vehicle.

Special Provision:
At the contractors' option, mileage for one trip out and one trip back per week may be paid plus subsistence at the rate of $135.00/day.

District 4
0-70 free zone
>70 mi.

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

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ROOFERS

	Wage	Benefit
District 1	$28.22	$13.01
District 2	$23.01	$10.41
District 3	$23.01	$10.41
District 4	$23.00	$ 9.16

Duties Include:
Metal roofing, covers roofs, walls and foundations with water proofing, insulation and vapor barriers in addition to metal flashings. Roofing includes shingles, low slope membranes, metal roofs, insulation, spray foam, coatings and vapor barriers. Wall coverings include metal panels, insulated metal panels and other waterproofing or rain screen systems. Foundation systems include waterproofing and insulation. Excludes prefabricated metal buildings.

Travel:
District 1
0-50 mi. free zone
>50 mi. $0.35/mi.

District 2 and 3
0-35 mi. free zone
>35 mi. $0.35/mi only when employer doesn't provide transportation in excess of the free zone.

District 4
0-50 mi. free zone
>50 mi. $0.35/mi only when employer doesn't provide transportation.

Per Diem:
District 1
$74.00/day

District 2 and 3
Employer pays for room + $26.50/day.

District 4
Employer pays for room + $26.50/day.
or
$66.00/day.

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SHEET METAL WORKERS

	Wage	Benefit
District 1	$33.00	$20.73
District 2	$33.00	$20.73
District 3	$33.00	$20.73
District 4	$33.00	$20.73

Duties Include:
Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air conveyer systems, and exhaust systems. All lagging over insulation and all duct lining.

Travel:
All Districts
0-50 mi. free zone
>50 mi.
- $0.25/mi. in employer vehicle.
- $0.65/mi. in employee vehicle.

Per Diem:
All Districts
$85/day

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SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	$33.22	$15.91
District 2	$33.25	$16.93
District 3	$33.25	$15.67
District 4	$33.25	$15.67

Travel:
District 1
No mileage due when traveling in employer's vehicle.

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

0-15 mi. free zone
>15-45 mi. $0.625/mi. in excess of the free zone
>45 mi. $75.00/day

Districts 2, 3, and 4
No mileage due when traveling in employer's vehicle.

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

0-08 mi. free zone
>08-50 mi. federal mileage rate/mi. in excess of the free zone.
>50 mi. $71.57/day

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SPRINKLER FITTERS

	Wage	Benefit
District 1	$38.66	$24.29
District 2	$37.96	$24.29
District 3	$38.66	$24.29
District 4	$35.66	$24.29

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

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

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

No travel allowance required when in employer's vehicle.

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

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

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

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TAPERS

No Rate Established

Travel and Per Diem:
All Districts
No travel or per diem established.

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TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	$25.84	$ 3.14
District 2	$24.60	$11.00
District 3	$24.60	$11.08
District 4	$21.25	$11.08

Duties Include:
Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment

Travel:
All Districts
The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

Per Diem:
All Districts
$75.00/day.

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TERRAZZO WORKERS AND FINISHERS

No Rate Established

Duties Include:
Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

Travel and Per Diem:
All Districts
No travel or per diem established.

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TILE AND STONE SETTERS

No Rate Established

Duties Include:
Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.

Travel and Per Diem:
All Districts
No travel or per diem established.

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TRUCK DRIVERS

	Wage	Benefit
District 1	$22.67	$5.82
District 2	$23.80	$6.13
District 3	$23.80	$6.13
District 4	$23.80	$6.13

Truck drivers include but are not limited to:
Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; DumpTrucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

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Zone Pay:
All Districts
No zone pay established.

City Council Regular

Date:	09/11/2023
Title:	W.O. 24-01, Contract 3: Cedar Park Subdivision Water Main Replacement Project
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council award a professional engineering services contract for W.O. 24-01, Contract 3: Cedar Park Subdivision Water Main Replacement, to Morrison-Maierle, Inc. in the amount of $669,950.

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

The City replaces and upgrades its water utilities as part of an annual maintenance program. This project will replace approximately 7,950 feet of existing aging ductile iron water mains. Water mains being replaced were selected based on several criteria including age, break history, undersized water mains, and ability to provide fire flow. This project will replace the water mains in Cedar Park Subdivision that have a highly frequent break history. These water main breaks are difficult and expensive to repair due to the existing water main depth, its proximity to private utilities, and location outside the roadway in many locations. These breaks in certain locations can cause prolonged water outages to the entire subdivision. Additionally, fire hydrants in portions of the subdivision do not meet current fire flow requirements. Replacing the new water main within the roadway will allow easier maintenance as the current alignment veers in and out of the road. In summary, the water main replacement project will improve fire flows, minimize future damage from water main breaks, reduce maintenance costs due to breaks, and provide more reliable water service to Cedar Park Subdivision.

Morrison-Maierle, Inc. was selected for the project using the proposal process. The City requested proposals for professional engineering services from three prequalified firms established from Statements of Qualifications. Two other proposals were received from Sanderson Stewart and DOWL. The consultant selection was based on Project Team and Availability; Project Approach; and Firm Qualifications and Experience as related to the project needs.

ALTERNATIVES

City Council may:

- Approve awarding the Professional Engineering Services Contract to Morrison-Maierle, Inc. or;
- Not approve awarding the Professional Engineering Services contract to Morrison-Maierle. If the project is not awarded, the City's water mains in the Cedar Park Subivision area will continue to be unreliable and will likely experience ongoing maintenance problems and expenses.

FISCAL EFFECTS

Water main replacements are funded in the FY24 budget using water funds. There is sufficient funding to award this contract.

Attachments

24-01 Contract 3

Contract for Professional Architectural and Engineering Services

City of Billings W.O. 24-01: Contract 3 – Cedar Park Water Main Replacement

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 7 pages (Basic Services of Contractor);

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

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

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

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 50 pages (Certificate(s) of Insurance)

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

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

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

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

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

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

Section 8. Assignments.

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

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

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

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

Section 10. Notices.

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

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

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

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

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

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: President or Vice President
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

Section 10. Inspection and Retention of Records.

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

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

Section 11. Availability of Funds.

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

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

City of Billings

_____
William A. Cole, Mayor

Date: _____

ATTEST:

_____
City Clerk

Date: _____

Contractor

_____

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

IRS Tax ID # 81-0217149

APPROVED AS TO FORM:

By _____
City Attorney

Appendix A

Basic Services of Engineer
City of Billings W.O. 24-01: Contract 3 – Cedar Park Water Main Replacement

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Section 1. Engineer's Rights and Duties.

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

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

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

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

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

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

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

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

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

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

Section 2. Billings Rights and Duties.

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

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

Section 3. Scope of Work.

The Engineer shall perform the work outlined in this agreement, including the completion of design and construction engineering phase services for W.O. 24-01: Contract 3 – Cedar Park Water Main Replacement. Design and construction work includes approximately 7,950 linear feet (LF) of water main replacement throughout the Cedar Park Subdivision ranging in size from 8-inch to 12-inch.

The scope of work is summarized below:

TASK 000 - PROJECT MANAGEMENT

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

TASK 020 – HYDRAULIC ANALYSIS

Utilizing the hydraulic model from the most previous City of Billings Water Master Plan delivered for the West End Water Treatment Plant project, perform a hydraulic analysis on the zone and summarize in a technical memorandum. Analysis and summary shall include:

- Discussion on the benefits of variable frequency drives at Thomas Pump Station.
- Discussion on the benefits of a ball valve at Thomas Pump Station.
- Hydraulic analysis and discussion on a 12-inch system versus a hybrid 12-inch and 8-inch system. Perform an order-of-magnitude benefit-cost analysis of the hybrid piping to identify fire flow improvements versus length of pipe upsized.
- Hydraulic analysis and discussion of an order-of-magnitude cost-benefit analysis of looping Bowman Drive to San Fernando Drive.

TASK 030 – SURVEY

Design phase survey services will consist of the following:

- Establish horizontal and vertical control for the project areas. The horizontal and vertical datums for this project shall be approved by the City.
- Utility locates will be requested using the One-Call service.
- A limited property corner search (up to 10) and supplemented with the City GIS information to show owner addresses and lot lines on the plans.
- Obtain approval from the Billings Airport for an unmanned aerial vehicle (UAV) survey.
- A UAV survey will provide an aerial image and ground topography where tree coverage allows. Features such as drive approaches, trees, culverts, and other surface features outside the paved roadway, will be shown in the photo, and these features will not be drawn in.
- Design survey will be completed using a GPS for utility locates where UAV survey timing does not align with locates in the field. One-Call locates have not been located in the time frame allowed, which makes it not feasible to plan for this coordination to happen. A topographic survey will be performed by UAV and GPS pickups.
- Water services will be located by the City and surveyed by Morrison-Maierle. Discussions with the City indicate that up to 50% of curb stops may be located by the City. Time is included in this scope to attempt to locate the unmarked curb stops for up to 50% of the lots. This will be done by using the curb stop location shown on the record drawings and utilizing a metal detector in the field to attempt to locate the curb stop. If metal is found at the location identified on the record drawings, that location will be documented. This additional time for locating includes digging up to six inches deep for curb stops that appear to be locatable but are not present at the surface. If the curb stop is non-locatable, then it will be noted as such on the plans.
- No easement procurement is included in this scope.

Construction phase survey services will consist of the following:

- Provide personnel, equipment, and supplies for construction layout and control.
- Staking shall include centerline locations and offsets for the principal components of the work (valves, hydrants, horizontal fittings) and intermediate points at approximately 100 feet between principal components for the water main.
- Survey shall reference and preserve all existing survey monuments and benchmarks. All monuments required within the project shall be punched and elevations shown on as-built drawings.

TASK 039 – GEOTECHNICAL EVALUATION

Geotechnical engineering will be provided by a subconsultant and shall include field observation and sampling, laboratory testing, and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater conditions, and foundations and backfill recommendations for utility

installations. Recommendations for specific construction materials established in this review will be included in the project plans and specifications. Design geotechnical work will include up to eleven (11) soil borings in the planned water replacement areas at a depth of 10 feet.

Quality assurance soil density tests, proctors, asphalt, and concrete testing are included in the construction materials testing scope up to $26,000. Since actual geotechnical testing fees may vary based on the contractor's means and methods, the Engineer shall notify the City as construction progresses if an amendment will be required to cover services above this amount.

TASK 040 – DESIGN AND BIDDING

The following work will be performed under this task:

- Review existing record drawings to verify depths and locations of existing utilities. Perform valve measure downs to verify depths of existing water where this information is not available on record drawings, or to verify depths where there is minimal clearance at utility crossings. Identify and survey culverts. There are no known sanitary or storm drain piping or manholes in the area, so measure downs for these utilities are excluded from this scope.
- The City will locate the water services and notify the Engineer when the location is complete.
    - No additional location services are included in this scope.
    - Services that are not identifiable will be identified to be located by the contractor during construction.
- An initial search on the MDEQ database indicates there are no existing leaking underground storage tank (LUST) sites in the project areas. No additional provisions for LUST sites are included in this scope.
- Include specifications and details for cathodic protection using sacrificial anodes at metallic valves, fittings, and hydrants. Details and specifications from a previous City project will be repurposed and no new design of cathodic protection is included.
- Only one pipeline alignment will be designed on the final plans.
- General, non-detailed temporary water provisions shall be incorporated into the specifications to discuss the closed loop pump station and coordination with the City on the installation of pressure reducing valves on hydrants while the reservoirs are out of service.
- Coordinate with permitting agencies, including the Montana Department of Environmental Quality (MDEQ), and public/private utilities. No permitting fees are included in the scope of this project.
- Traffic control will be addressed with written specifications and referencing the traffic control drawings in the City of Billings Standard Modifications to MPWSS. No other traffic control plans will be prepared by the Engineer for the other project areas.
- Prepare preliminary plans. Deliverables will include preliminary plans at 50% complete for review by the City. An electronic file (PDF) and one (1) 11"x17" copy of the review set will be provided to the City for review. A PDF copy will

also be sent to each utility company in the project areas. Engineer will follow up with the utilities to ensure they received the plans sent to them. Engineer will hold a meeting for utilities to attend to discuss potential conflicts, if any are expected.

- Hold a review meeting with City staff at 50% to discuss the project.
- Perform up to two field review(s) with City and other agencies, as required.
- Meet with up to two local contractors to discuss constructability concerns.
- Develop 90% plans, specifications, quantity estimates, and opinion of probable costs for final review by City staff. Engineer will meet with City staff to review 90% comments. One 11”x17” copy of plans and one printed project manual will be provided to the City, as well as an electronic file (PDF).
- Seal and sign all final plans, specifications, submitted calculations, and reports with the seal of the Montana licensed Professional Engineer in responsible charge of the work.
- Submit plans, specifications, design summary, certified checklist, and any necessary deviation requests for the water main replacement to MDEQ for review. The City will pay respective permitting fees directly. Coordinate with MDEQ on any follow-up comments/requirements.
- Develop final plans and specifications incorporating any final comments from the City or DEQ.
- Prepare informational door hanger with QR Code and deliver to property owners adjacent to the project areas. Attend one informational public meeting during design.
- Potholing or other exploratory services may be required during design and/or construction of this project. This scope includes up to $10,000 or potholing or exploratory services as required.

Bidding services will be provided as follows:

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

TASK 050 – CONSTRUCTION ADMINISTRATION

Construction administration will include the following tasks:

- Prepare four (4) copies of construction contract documents and distribute to Contractor and City.
- Schedule and hold a pre-construction conference prior to commencement of work at the site. Issue meeting minutes to Contractor and City.
- Take pre-construction photos of proposed work areas.
- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide RPR services including observation of construction for confirmation of general conformance with the drawings and specifications. Observation of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall include, but not be limited to, water main installation; subgrade preparation; gravel base course preparation; asphalt trench restoration; and concrete pouring and finishing. Each daily review shall be documented in a virtual format and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to the City as requested during construction. Engineer will notify the City as soon as practical of contract problems or deviation from approved plans.
- Coordinate and administer weekly progress meetings for a 150-calendar day project to substantial completion.
- Coordinate with the public through the development and distribution of informational handouts at the start of construction.
- Prepare a weekly construction update email and project map showing work areas to include on the City's website or Facebook.
- This project is planned based on a construction contract time of 150-calendar days. It is assumed that only one (1) main line construction crew will be allowed to work on this project. This project is planned for one (1) RPR at ten (10) hours per working day for 108 working days. Additional RPR time includes 20 hours of preparation, pre-construction conference meeting, and contract review and 20 hours for punch list items.
- Coordinate with geotechnical subcontractor to interpret geotechnical test results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of all underground utilities.
- Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.
- Review shop drawings, samples, equipment, bypass pumping plans, traffic control plans, valve operation requests, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor as described in the construction contract.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare monthly and final pay estimates for construction and prepare contract administration forms monthly. These will be submitted in Billings' approved format.
- Engineer shall provide City with geotechnical testing reports after construction.
- Prepare and recommend field orders and change orders when necessary due to conditions encountered during construction or City requested changes. Work

resulting in contract overage will be processed by approved change orders using Billings' standard format.

TASK 060 – CLOSEOUT

Closeout services will be provided as follows:

- Following receipt of red-lined drawings from the general contractor and any review comments from Billings, make necessary changes and furnish Billings with record drawings as indicated in Section 2D of Part I of this contract. Record drawings shall include, but not be limited to:
    - Locations of water services, bends, fittings, valves and hydrants will be surveyed with a GPS by the RPR.
    - All above elevations shall be referenced to a permanent benchmark elevation that is clearly shown on the plans.
    - Record drawings are due to the City within 60 days of the Contractor's final payment (contingent on the Contractor submitting as-built information) and before final payment to the Engineer.
- Schedule and make a final inspection with Billings and certify to DEQ that all construction items were constructed according to plans and specifications and are acceptable to the Engineer.
- Issue Certificate of Substantial Completion.
- Schedule and review the project with Billings prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

TASK 088 – QUALITY ASSURANCE

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

Appendix B

Methods and Times of Payment
City of Billings W.O. 24-01: Contract 3 – Cedar Park Water Main Replacement

Section 1. Payments for Basic Services.

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

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

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

1.	Task 000 – Project Management	$26,800
2.	Task 020 – Hydraulic Analysis	$11,200
3.	Task 030 – Survey	$56,900
4.	Task 039 – Geotechnical	$41,750
5.	Task 040 – Design and Bidding	$205,150
6.	Task 050 – Construction Administration	$291,150
7.	Task 060 – Project Closeout	$27,000
8.	Task 088 – Quality Assurance	$10,000
	TOTAL	**$669,950**

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer
City of Billings W.O. 24-01: Contract 3 – Cedar Park Water Main Replacement

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

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

Appendix D

Schedule of Professional Fees
City of Billings W.O. 24-01: Contract 3 – Cedar Park Water Main Replacement

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

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

Section 1. Professional Services.

Morrison Maierle
engineers · surveyors · planners · scientists

Standard Billing Rate Schedule
Effective Thru
December 31, 2023

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

Morrison Maierle
engineers • surveyors • planners • scientists

Standard Billing Rate Schedule
Rates Effective Thru
June 30, 2023

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

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

Section 2. Materials and Other Direct Costs.

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

A. Approved Employee Meals, Lodging, Transportation

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

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

D. Supplies

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

F. Other Out-of-Pocket Expenses

G. Consultants

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

Appendix E

Project Schedule
City of Billings W.O. 24-01: Contract 3 – Cedar Park Water Main Replacement

Based on a notice to proceed by Billings date no later than September 11, 2023, the completion date for the Engineer's work through final design shall be:

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

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

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

Appendix F

Certificate(s) of Insurance
City of Billings W.O. 24-01: Contract 3 – Cedar Park Water Main Replacement

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(Attach Certificate(s) of Insurance)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2023

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

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

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

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

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

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

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

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

Project Type: Cedar Park Water Main Replacement
Project Number: WO 24-01

CERTIFICATE HOLDER

City of Billings
Public Works Dept
2224 Montana Avenue
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



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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the policy remain unchanged.

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

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MORRMAI-01 PKERCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/16/2023

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

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

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

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

INSURED

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

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

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

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

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

Project Name: Cedar Park Water Main Replacement
Project #: WO 24-01

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

CERTIFICATE HOLDER

City of Billings
Public Works Department
2224 Montana Ave
Billings, MT 59101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia Kercher

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
CITY OF BILLINGS
PO BOX 1178
BILLINGS, MT 59103

Number of days notice (other than nonpayment of premium): **30**

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Supervisory, inspection, architectural or engineering activities.

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

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

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

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

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

This insurance does not apply to:

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

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

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

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

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

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

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

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

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

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

Automatic Additional Insured Provision

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

1. During the policy period; and

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

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

When Other Additional Insured Coverage Applies On An Excess Basis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Waiver of Subrogation

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

1. Blanket Waiver of Subrogation

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

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

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

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

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

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

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

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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

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

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

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

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

SECTION I - COVERAGE

A. Insuring Agreement

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

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

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

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

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

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

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

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

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

a. Occurs during the "coverage term"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Exclusions

This insurance does not apply to:

1. Asbestos

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

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

"Personal and advertising injury":

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

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

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

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

3. Contractual Liability

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

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

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

4. Damage to Impaired Property or Property Not Physically Injured

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

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

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

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

5. Damage to Property

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

6. Damage to Your Product

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

7. Damage to Your Work

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

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

8. Distribution of Material in Violation of Statutes

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

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

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

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

9. Electronic Chatrooms or Bulletin Boards

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

10. Electronic Data

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

11. Employer's Liability Limitation

Any liability arising from any injury to:

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

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

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

This exclusion applies:

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

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

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

12. Employment-Related Practices

Any liability arising from any injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

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

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

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

This exclusion applies:

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

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

13. Expected or Intended Injury

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

However, this exclusion does not apply to:

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

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

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

"Personal and advertising injury":

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

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

(1) The inception of this Coverage Part; or

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

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

d. Committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

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

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

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

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

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

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

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

16. Pollutant - Auto

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Pollutant - Other Than Auto

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Recall of Products, Work or Impaired Property

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

a. "Your product";

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b. "Your work"; or

c. "Impaired Property";

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

19. Unauthorized Use of Another's Name or Product

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

20. Uninsured / Underinsured Motorist

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

21. War

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

a. War, including undeclared or civil war;

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

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

22. Workers' Compensation

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

C. Defense and Supplementary Payments

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

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

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

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

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

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

a. All expenses we incur.

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

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

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

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

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

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

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

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

(1) After entry of the judgment; and

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

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

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

SECTION II - WHO IS AN INSURED

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

a. If you are designated in the Declarations as:

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

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

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

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

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

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

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

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

1) At the inception of this Coverage Part; or

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

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

b. Each of the following is also an insured:

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

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

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

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

(b) Until your legal representative has been appointed.

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

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

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a. You are an insured.

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

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

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

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

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

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

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

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

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

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

SECTION III - LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION IV - CONDITIONS

1. Appeals

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

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

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

c. The expense of such appeal.

2. Audit

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

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

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

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

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

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

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

3. Bankruptcy

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

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

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

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

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

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

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

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

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

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

5. First Named Insured

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

6. Legal Action Against Us and Loss Payments

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

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

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

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

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

7. Liberalization

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

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

b. The date this Coverage Part became effective; and

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

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8. Maintenance of Underlying Insurance

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

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

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

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

9. Other Insurance

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

10. Premium

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

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

11. Representations

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

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

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

12. Separation of Insureds

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

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

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

13. Transfer of Rights of Recovery Against Others to Us

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

b. Any recoveries shall be applied as follows:

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

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

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

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

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

14. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

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

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

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

2. "Authorized representative" means:

a. If you are:

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

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

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

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

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

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

3. "Auto" means:

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

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

"Auto" does not include "mobile equipment".

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

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

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

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

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

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

6. "Coverage territory" means anywhere.

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

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

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

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

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

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

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

if such property can be restored to use by:

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

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

12. "Insured contract" means:

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

b. A sidetrack agreement;

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

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

e. An elevator maintenance agreement;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Vehicles that travel on crawler treads;

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

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

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

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

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

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

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

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

(1) Equipment designed primarily for:

(a) Snow removal;

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

(c) Street cleaning;

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

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

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

16. "Occurrence" means:

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

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

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

(1) The frequency of repetition;

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

(3) The number of claimants.

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Abuse of process;

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

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

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

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

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

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

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

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

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

19. "Products-completed operations hazard":

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

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

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

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

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

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

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

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

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

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

20. "Property damage" means:

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

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

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

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

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

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

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

c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

a. Substitute for a permanent "employee" on leave; or

b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments** of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE**, **A. Insuring Agreement**, Paragraph **2.** of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

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(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:

a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(1)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Any liability resulting from the "hazardous properties" of "nuclear material", if

a. The "nuclear material" **(1)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or **(2)** has been discharged or dispersed therefrom,

b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **c.** applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;

2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";

3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

5. "Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

6. "Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", **(3)** or handling, processing or packaging "waste";

c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combina-

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tion thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

8. "Property damage" includes all forms of radioactive contamination of property.

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MORRISON MAIERLE INC
PO BOX 6147
HELENA MT 59604

Policy #: 03-330281-1
Team: Premier
Date: 12/29/2021

Policy Period: 01/01/2022 - 01/01/2023
Effective Date of Endorsement: 01/01/2022

WAIVER OF SUBROGATION 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 shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights agains third parties.

Schedule

BLANKET WAIVER OF SUBROGATION
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 endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

cc: KEVIN MCCUTCHEON

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
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6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	11
8. Automatic Additional Insured - Specified Relationships: • Managers Or Lessors Of Premises; • Lessor Of Leased Equipment; • Vendors; • State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and • Mortgagee, Assignee Or Receiver	11
9. Property Damage To Borrowed Equipment	14
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500

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b. Loss Of Earnings: $ 500

5. Medical Payments

Medical Expense Limit: $ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage **a.**) **And Care, Custody Or Control Liability Coverage** (Coverage **b.**)

Limits Of Insurance
Coverage **a.**
$1,000 Each Occurrence
$5,000 Aggregate
Coverage **b.** $5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Coverage **a.** $250
Coverage **b.** $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
b. Care, Custody Or Control			**$**
TOTAL ANNUAL PREMIUM			**$**

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C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

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(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

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

(b) A partnership or joint venture, you are an insured. Your members, your part-

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ners, and their spouses are also insureds but only with respect to the conduct of your business.

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

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage**, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

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(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

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

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

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

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers re-

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ceived in connection with the claim or "suit";

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

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

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

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

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

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any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

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

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

c. An appeal of a civil proceeding.

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2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

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

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, **2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

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2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance**, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after

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you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

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vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement**;** or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

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or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

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

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

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

(1) Required by the written contract, written agreement, written permit or written authorization described

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in Paragraph **8.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

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

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

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

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

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

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

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(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

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

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

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

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

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

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

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

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

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16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs **(3), (4), (5)** and **(6)**, **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

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age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage,** in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

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

(2) (a) Subject to **(3)** below, the **Voluntary Property Damage Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage,** Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage.** This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit,** applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph **(2)** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

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City Council Regular

Date:	09/11/2023
Title:	2023 JAG Application and Acceptance of Award in the Amount of $152,772
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve the 2023 JAG application submission in the amount of $152,772; accept the grant award; approve the MOU with the Yellowstone County Sheriff's Office (YCSO) and authorize the Mayor to sign the award documents when they are received.

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

The City has been notified that funding is available for the 2023 Justice Assistance (JAG) Grant. This $152,772 is a joint application between the Billings Police Department (BPD) and the Yellowstone County Sheriff's Office (YCSO), with the BPD acting as the grant administrator. The YCSO will use its $20,611 allocation of grant funds to purchase equipment and supplies for Sheriff's Office and Detention Facility. $4,529 with be used to purchase rechargeable flashlights and charging docks for the detention facility, $5,192.90 will be used to purchase batteries to be used for tactical robot, the Sheriff's Office helicopter, as well as other radios and miscellaneous supplies. The Sheriff's offices plans to spend $1,000 to fix hail damage on the helicopter and $8,000 to purchase a Motorola APX portable radio.

The BPD plans to use $132,161 to purchase interior patrol SUV equipment, simulation ammunition, Point Blank vests, TASER training cartridges, uniforms, AED batteries, First Aid supplies and promotional items.

The attached Memorandum of Understanding (MOU) is part of the application submittal.

ALTERNATIVES

City Council may:

- Approve the 2023 JAG application submission in the amount of $152,772; accept the grant award; approve the MOU with Yellowstone County and authorize the Mayor to sign the award documents when they are received; or,
- Not Approve the 2023 JAG application submission in the amount of $152,772 and provide further direction to staff.

FISCAL EFFECTS

There will be no cost to the City as no match is required.

City Council Regular

Date:	09/11/2023
Title:	Acceptance of Perpetual Right-of-Way Easements from Sisters of Charity of Leavenworth Health Services Corp.
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	NA

RECOMMENDATION

Staff recommends that City Council accept the Perpetual Right-of-Way Easements from Sisters of Charity of Leavenworth Health Services Corporation (St. Vincent's Healthcare) et al.

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

As part of the construction of the new hospital, St. Vincent's Healthcare will be required to relocate the water main, sanitary sewer main and storm drain main. Currently, the water, sanitary sewer, and storm drain mains are located in the areas that were previously vacated where the new hospital will be located. Attached is an exhibit showing where the utilities will be relocated to. City staff has reviewed the new routes for the utilities and the utilities will be accessible for the City to maintain. Except for a small portion of the water main, the utilities will be located outside of North 27th Street which avoids major construction within North 27th Street. St. Vincent's Healthcare has agreed to grant the City four separate easements for the relocation of the utilities. The easements will allow the City perpetual access to maintain the water, sanitary sewer, and storm drain mains.

ALTERNATIVES

City Council may:

- Approve the easements; or,
- Not Approve the easements. If the easements are not approved, the developer will have to relocate the utilities in public right-of-way which will causer greater disruption to the public when mains are constructed and maintained.

FISCAL EFFECTS

There is no cost to the City for acceptance of the easements.

Attachments

Easement Exhibit
Easement 1
Easement 2
Easement 3
Easement 4

EASEMENT KEYMAP

CITY OF BILLINGS PUBLIC UTILITIES

FOR

ST VINCENT REPLACEMENT HOSPITAL

PREPARED FOR : CITY OF BILLINGS

PREPARED BY : SANDERSON STEWART

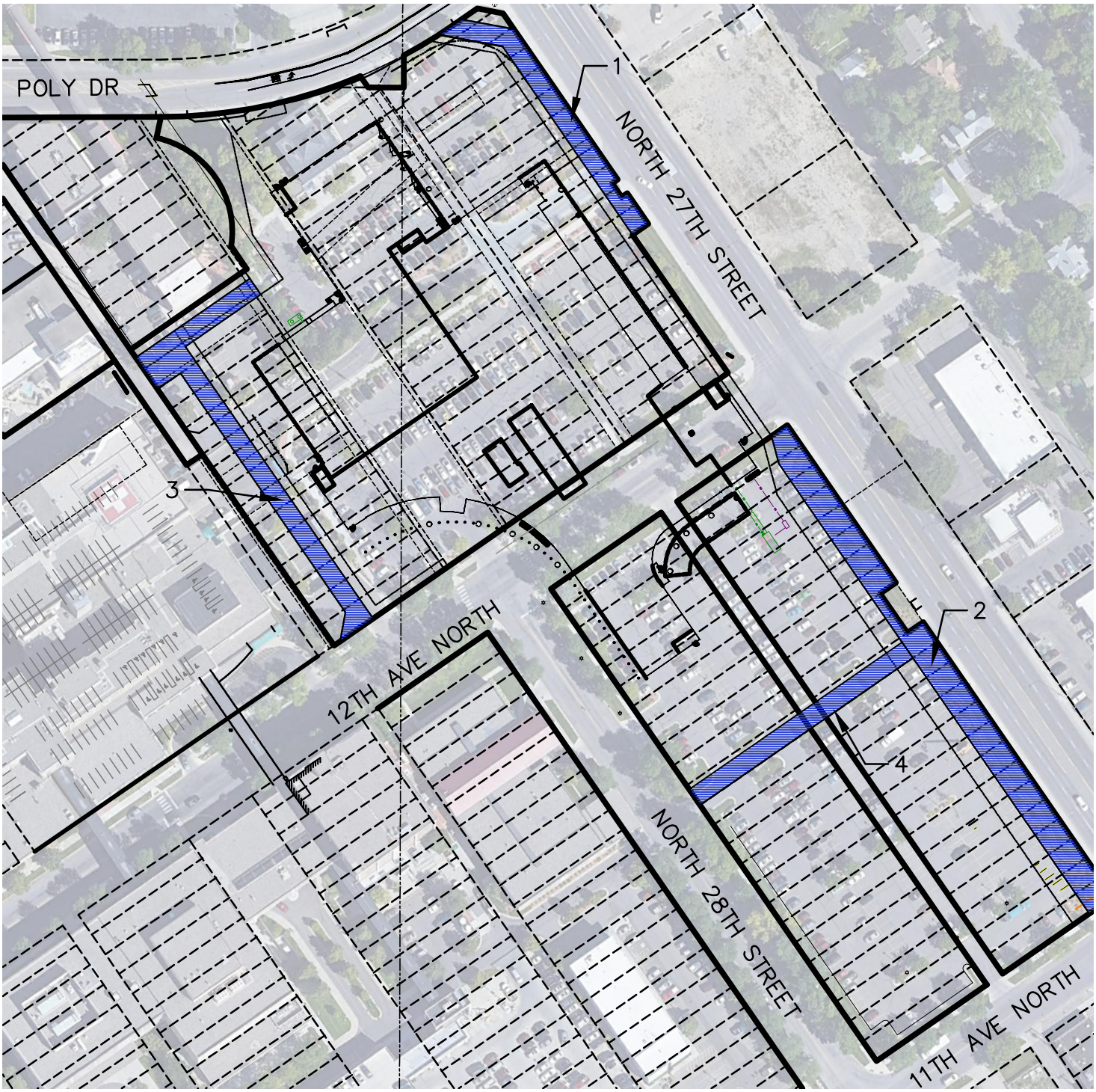
NORTH

75 0 75 150

SCALE:1" = 150'

AUGUST, 2023

BILLINGS, MONTANA



PUBLIC EASEMENT NARRATIVE

1. 20–FT PUBLIC UTILITY EASEMENT FOR RELOCATED SANITARY SEWER AND STORM DRAIN
2. 30–FT PUBLIC UTILITY EASEMENT FOR RELOCATED SANITARY SEWER AND STORM DRAIN
3. PUBLIC UTILITY EASEMENT FOR RELOCATED SANITARY SEWER, STORM DRAIN AND WATER EXTENSION
4. 20–FT PUBLIC UTILITY EASEMENT FOR WATER

EASEMENT EXHIBIT.DWG 97034.24 08/21/23 TRP

Return to:
City of Billings
City Clerk
P.O. Box 1178
Billings, MT 59101

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, on this _____ day of _____ , 20___ , the undersigned owners, hereinafter called "Grantors", do hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana, being a portion of Block 1 of Normal Subdivision, Second Filing, more particularly described as follows, to-wit:

Beginning at a point on the southerly right-of-way line of Poly Drive, also being the northerly line of said Block 1 of Normal Subdivision, Second Filing, whence said point bears S 55°18'07' W along said northerly line, a distance of 20.13 feet from the northern most corner of said Block 1; thence, from said Point of Beginning, S 79°37'09" E a distance of 55.73 feet to a point on the easterly line of said Block 1, also being westerly right-of-way line of North 27th Street, whence said point bears S 34°37'07" E a distance of 19.84 feet from the northeastern most corner of said Block 1; thence along said westerly right-of-way line of North 27th Street, the following courses and distances:

S 34°37'07" E a distance of 190.96 feet;
S 55°22'53" W a distance of 7.00 feet;
S 34°37'07" E a distance of 20.00 feet;
N 55°22'53" E a distance of 7.00 feet;
S 34°37'07" E a distance of 38.94 feet; thence, leaving said westerly right-of-way line, S 55°22'53" W a distance of 20.00 feet; thence along a line running parallel to and 20 feet westerly from said right-of-way line of North 27th Street, N 34°37'07" W a distance of 239.09 feet; thence N 79°37'09" W a distance of 67.81 feet to a point on the southerly right-of-way line of Poly Drive, also being the northerly line of said Block 1 of Normal Subdivision, Second Filing; thence, along said northerly line, on a non-tangent curve to the right with a central angle of 1°54'07", a radius of 539.63 feet, and a length of 17.91 feet (chord bears N 56°15'10" E a distance of 17.91 feet); thence, continuing along said northerly line, N 55°18'07" E a distance of 10.63 feet to said Point of Beginning; having an area of 5,973 square feet (0.137 acres), more or less; also being as shown & described on the attached Exhibit 'A'.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewers and storm water drainage lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said sanitary sewers and storm water drainage lines and appurtenances, and adding additional sanitary sewer and/or water lines.

Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.

2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.

3. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.

4. Grantors agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sanitary sewers and storm water drainage lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the City.

5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewers and storm water drainage lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.

6. <u>HOLD HARMLESS AGREEMENT:</u>
    - Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.

    - Grantors agree the owners of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

Owner:

Lots 22, 23, & 24, Block 1

Sisters of Charity of Leavenworth, Health Services Corporation,
a not for profit Kansas corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth, Health Services Corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

Lots 25-33, Block 1

Sisters of Charity of Leavenworth Health Services Corporation,
a Kansas not for profit corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth Health Services Corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

_____

Mayor, City of Billings

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 of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year hereinabove written.

_____

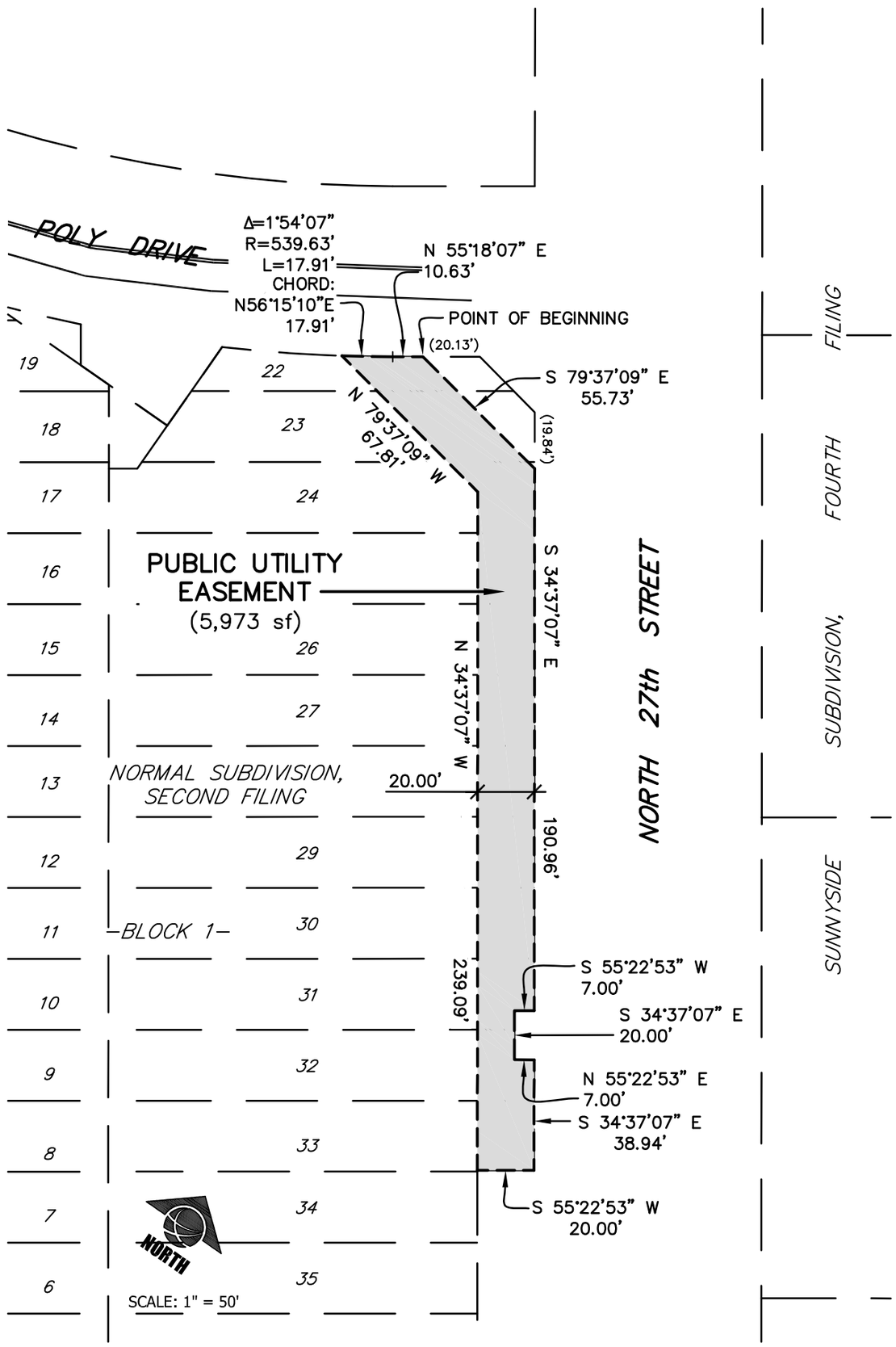
Notary Public in and for the State of Montana

EXHIBIT A

PUBLIC UTILITY EASEMENT WITHIN BLOCK 1 OF NORMAL SUBDIVISION, SECOND FILING

PREPARED FOR : SCL HEALTH SYSTEMS INC. MAY, 2023

PREPARED BY : SANDERSON STEWART BILLINGS, MONTANA



97034_24_EASEMENTS_PROD.DWG **97034.24** 5/25/23 MDB

Return to:
City of Billings
City Clerk
P.O. Box 1178
Billings, MT 59101

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this _____ day of _____ , 20___ , the undersigned, hereinafter called "Grantors", hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana, being a portion of Block 9 of North Side Addition, Third Filing, more particularly described as follows, to-wit:

Beginning at a point being the northern most corner of Block 9, also being the intersection of the southerly right-of-way line of 12th Avenue North and the westerly right-of-way line of North 27th Street; thence, from said Point of Beginning, S 34°37'07" E along said westerly right-of-way line of North 27th Street, the following courses and distances:

S 34°37'07" E a distance of 199.87 feet;
S 55°22'53" W a distance of 20.00 feet;
S 34°37'07" E a distance of 50.00 feet;
N 55°22'53" E a distance of 20.00 feet;
S 34°37'07" E a distance of 342.73 feet to the eastern most corner of said Block 9; thence S 03°58'00" W a distance of 7.63 feet to the southeastern most corner of said Block 9, said point also being on the northerly right-of-way line of 11th Avenue North; thence S 55°22'53" W along said northerly right-of-way line, a distance of 26.11 feet; thence along a line running parallel to and 30 feet westerly from said right-of-way line of North 27th Street, N 34°37'07" W a distance of 571.25 feet; thence N 14°55'49" W a distance of 29.68 feet to a point on the northerly line of said Block 9, also being the southerly right-of-way line of said 12th Street North; thence N 55°22'53" E along said northerly line, a distance of 20.00 feet to said Point of Beginning; having an area of 16,822 square feet (0.386 acres), more or less; also being as shown & described on the attached Exhibit 'A'.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewers and storm water drainage lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said sanitary sewers and storm water drainage lines and appurtenances, and adding additional sanitary sewer and/or water lines.

Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.

2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.

3. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.

4. Grantors agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sanitary sewers and storm water drainage lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the City.

5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewers and storm water drainage lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.

6. <u>HOLD HARMLESS AGREEMENT:</u>
    - Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.

    - Grantors agree the owners of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

Owner:

Lots 1-4 & 19-24, Block 9

Sisters of Charity of Leavenworth Health System, Inc.,
a not for profit Kansas corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth Health System, Inc., a not for profit Kansas corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

Owner:

Lots 5 & 6, Block 9

Sisters of Charity of Leavenworth Health Services Corporation,
a Kansas non profit Corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth Health Services Corporation, a Kansas non profit Corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

Owner:

Lots 7-14, Block 9

Sisters of Charity of Leavenworth Health Services Corporation,
a not for profit Kansas corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth Health Services Corporation, a not for profit Kansas corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

Owner:

Lots 15 & 16, Block 9

Sisters of Charity of Leavenworth Health Services Corporation,
a Kansas corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth Health Services Corporation, a Kansas corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

Owner:

Lots 17 & 18, Block 9

Sisters of Charity of Leavenworth Health Services Corporation,
a Kansas not for profit corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth Health Services Corporation, a Kansas not for profit corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

_____

Mayor, City of Billings

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 of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year hereinabove written.

_____

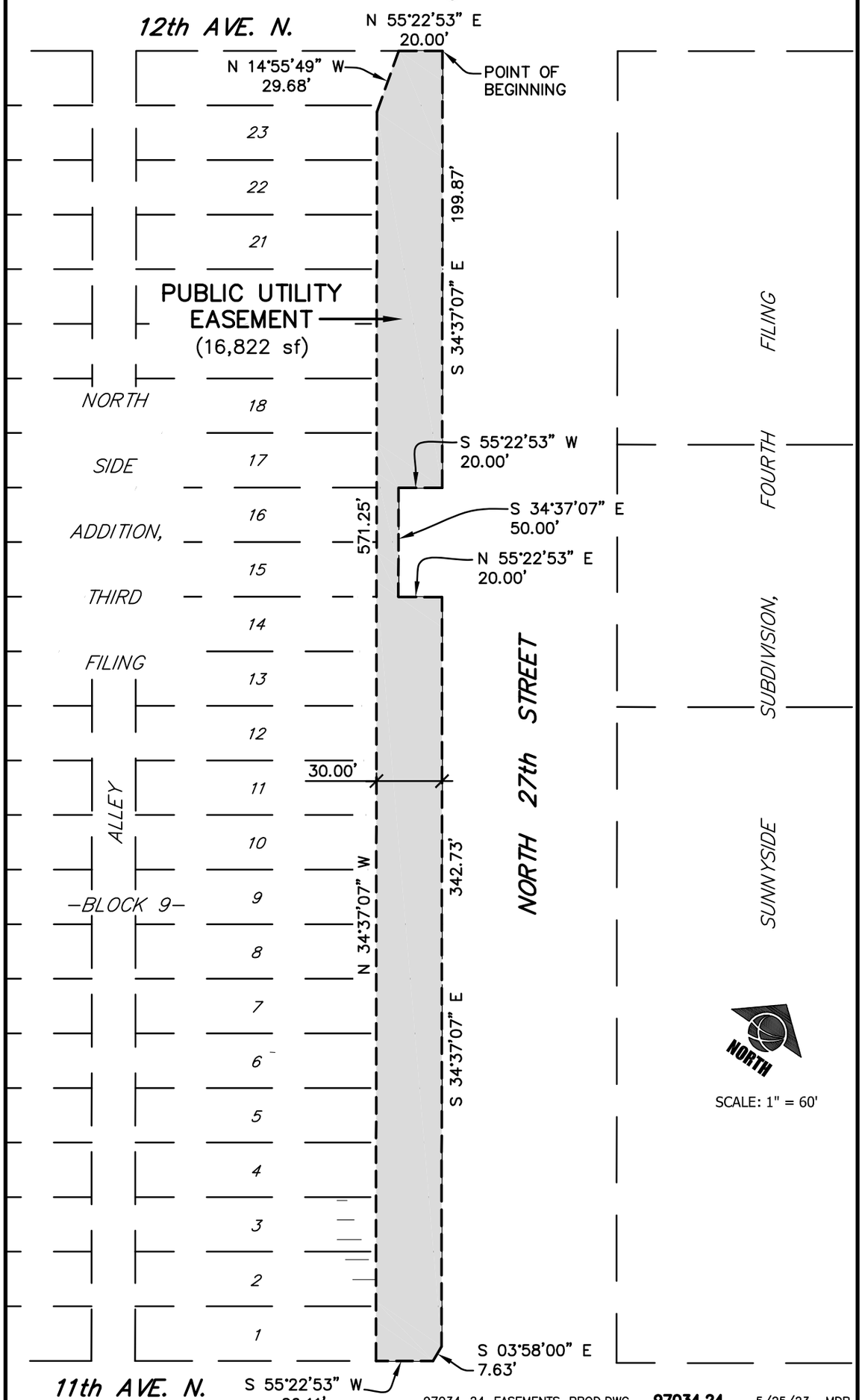
Notary Public in and for the State of Montana

EXHIBIT A

PUBLIC UTILITY EASEMENT WITHIN BLOCK 9 OF NORTH SIDE ADDITION, THIRD FILING

PREPARED FOR : SCL HEALTH SYSTEMS INC. MAY, 2023

PREPARED BY : SANDERSON STEWART BILLINGS, MONTANA



97034_24_EASEMENTS_PROD.DWG **97034.24** 5/25/23 MDB

Return to:
City of Billings
City Clerk
P.O. Box 1178
Billings, MT 59101

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this _____ day of _____ , 20___ , the undersigned, hereinafter called "Grantors", hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana, being a portion of Block 2 of Normal Subdivision, more particularly described as follows, to-wit:

> Beginning at a point on the southerly line of said Block 2 of Normal Subdivision, whence said point bears S 55°20'16' W along the southerly line of said Block 2, a distance of 90.59 feet from the southeasterly corner of said Block 2; thence, from said Point of Beginning, S 55°20'16" E a distance of 41.85 feet; thence, leaving said southerly line, N 10°18'49" E a distance of 30.94 feet; thence N 34°37'07" W a distance of 303.28 feet; thence S 55°19'24" W a distance of 29.15 feet to a point on the easterly right-of-way line of the alley within said Block 2; thence N 34°44'45" W along said easterly right-of-way line, a distance of 40.00 feet; thence, leaving said right-of-way line, N 55°19'24" E a distance of 145.00 feet; thence S 34°35'28" E a distance of 20.00 feet; thence S 55°19'24" W a distance of 95.75 feet; thence S 34°37'07" E a distance of 345.17 feet to said Point of Beginning; having an area of 10,625 square feet (0.244 acres), more or less; also being as shown & described on the attached Exhibit 'A'.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing water lines, sanitary sewers, and storm water drainage lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for said purposes.

Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.

2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.

3. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.

4. Grantors agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantors agree to perform any

work necessary to modify the existing water lines, sanitary sewers, and storm water drainage lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the City.

5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the water lines, sanitary sewers, and storm water drainage lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.

6. HOLD HARMLESS AGREEMENT:
    - Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.

    - Grantors agree the owners of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

Owner:

Lots 1 & 2, South ½ of Lot 3, Block 2

William Lambrecht

By: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared William Lambrecht, known to me to be the persons who signed the forgoing instrument and 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 _____

Owner:

North ½ of Lot 3, Lot 4, South ½ of Lot 5, Block 2

Hazel J. Orchard

By: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared Hazel J. Orchard, known to me to be the persons who signed the forgoing instrument and 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 _____

Owner:

North ½ of Lot 5, Lot 6, & South ½ of Lot 7, Block 2

Sisters of Charity of Leavenworth Health Services Corporation,
a Kansas non profit Corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth Health Services Corporation, a Kansas non profit Corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

Owner:

North ½ of Lot 7, Lot 8, South ½ of Lot 9, North ½ of Lot 13, Lots 14 & 15, Block 2

Clinical Realty Company, a Montana corporation

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Clinical Realty Company, a Montana corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana

Owner:

North ½ of Lot 9, Lots 10A, 11A, 11B, 12, & South ½ of 13, Block 2

Sisters of Charity of Leavenworth, Health Services Corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth, Health Services Corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

_____

Mayor, City of Billings

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 of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year hereinabove written.

_____

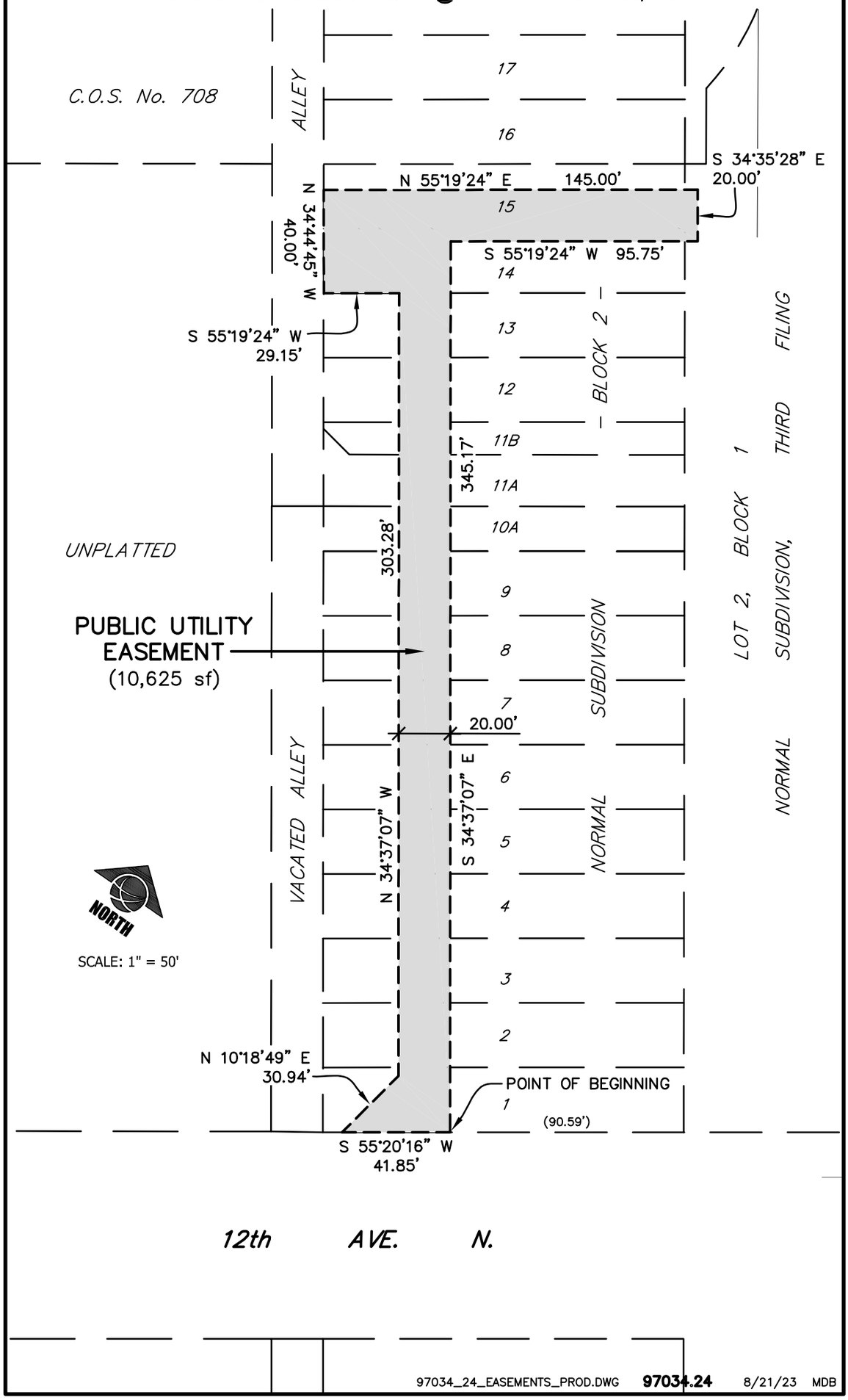
Notary Public in and for the State of Montana

EXHIBIT A

PUBLIC UTILITY EASEMENT WITHIN BLOCK 2 OF NORMAL SUBDIVISION

PREPARED FOR : SCL HEALTH SYSTEMS INC. MAY, 2023

PREPARED BY : SANDERSON STEWART BILLINGS, MONTANA



97034_24_EASEMENTS_PROD.DWG **97034.24** 8/21/23 MDB

Return to:
City of Billings
City Clerk
P.O. Box 1178
Billings, MT 59101

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this _____ day of _____ , 20___ , the undersigned, hereinafter called "Grantors", hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana, being a portion of Block 9 of North Side Addition, Third Filing, more particularly described as follows, to-wit:

> Beginning at a point on the westerly line of said Block 9 of North Side Addition, Third Filing, whence said point bears N 34°37'07' W along said westerly line of Block 9, a distance of 345.19 feet from the southwesterly corner of said Block 9; thence, from said Point of Beginning, N 34°37'07" W a distance of 20.00 feet; thence, leaving said westerly line, N 55°22'53" E a distance of 270.34 feet; thence S 34°37'07" E a distance of 20.00 feet; thence S 55°22'53" W a distance of 270.34 feet to said Point of Beginning; having an area of 5,406 square feet (0.124 acres), more or less; also being as shown & described on the attached Exhibit 'A'.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing water lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said sanitary sewers and storm water drainage lines and appurtenances, and adding additional sanitary sewer and/or water lines.

Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.

2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.

3. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.

4. Grantors agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing water lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way

and all such work shall be done at the Grantor's expense and without expense to the City.

5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the water lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.

6. HOLD HARMLESS AGREEMENT:
    - Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.

    - Grantors agree the owners of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

Owner:

Lots 13 & 14, Block 9

Sisters of Charity of Leavenworth Health Services Corporation,
a not for profit Kansas corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth Health Services Corporation, a not for profit Kansas corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

Owner:

Lots 35 and 36, Block 9

Sisters of Charity of Leavenworth Health Services Corporation,
a Kansas not for profit corporation

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of Sisters of Charity of Leavenworth Health Services Corporation, a Kansas not for profit corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

_____

Mayor, City of Billings

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 of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year hereinabove written.

_____

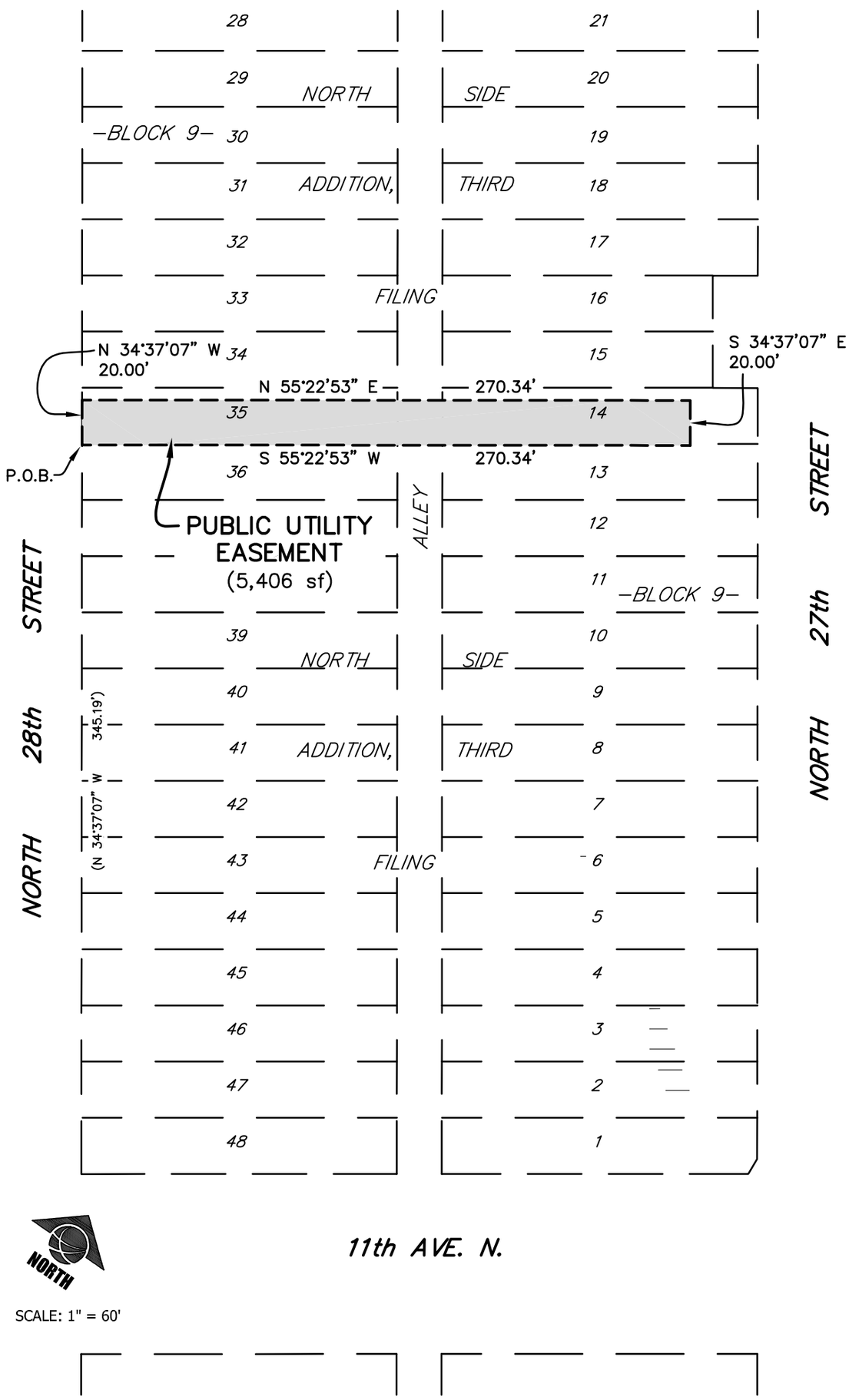
Notary Public in and for the State of Montana

EXHIBIT A

PUBLIC UTILITY EASEMENT WITHIN BLOCK 9 OF NORTH SIDE ADDITION, THIRD FILING

PREPARED FOR : SCL HEALTH SYSTEMS INC. AUGUST, 2023

PREPARED BY : SANDERSON STEWART BILLINGS, MONTANA



SCALE: 1" = 60'

97034_24_EASEMENTS_PROD.DWG **97034.24** 8/17/23 MDB

City Council Regular

Date:	09/11/2023
Title:	Amended Yellowstone Meadows - Phase Three, Exempt Plat
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council acknowledge the Amended Yellowstone Meadows - Phase Three exempt plat.

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

The attached Amended Yellowstone Meadows - Phase Three exempt plat creates a utility site on which the pump station planned under W.O. 23-12 can be constructed. Creating a utility site is exempt from subdivision review pursuant to MCA 76-3-201(1)(h) and is created for the benefit of the City. The exempt plat has been reviewed and approved by City staff and meets the requirements of the exempt plat process outlined in the Montana Subdivision and Platting Act. These documents are appropriate as to form for filing with the Clerk and Recorder.

W.O. 23-12 is a project to design and construct a new pump station for Zone 4 and waterlines for Zones 3 and 4. The improvements will provide resiliency in Zone 4 and increase efficiency at the Chapple pump station. The new waterline will connect the 20-inch main in Grand Avenue to the 20-inch main in Rimrock Road. The pump station will be located between Rimrock Road and Colton Boulevard along the new water pipeline adjacent to 58th Street West.

ALTERNATIVES

City Council may:

- Acknowledge the Amended Yellowstone Meadows - Phase Three exempt plat; or,
- Do not acknowledge the Amended Yellowstone Meadows - Phase Three exempt plat. If the plat is not acknowledged, the land cannot be conveyed to the city for necessary infrastructure construction.

FISCAL EFFECTS

There is no significant financial impact for acknowledging this plat.

Attachments

Yellowstone Meadows -Phase Three Plat Am

SECOND AMENDMENT TO AMENDED PLAT OF BLOCK 7 PLANTING AREA
YELLOWSTONE MEADOWS – PHASE THREE
SITUATED IN IN THE NE1/4 SECTION 31, T. 1 N., R. 25 E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: THE CITY OF BILLINGS

PREPARED BY: THE CITY OF BILLINGS

SCALE: 1"=200' DATE: MAY, 2023

BASIS OF BEARING IS GPS OBSERVATION USING MONTANA STATE PLANE COORDINATES NAD83 MONTANA 2500, BETWEEN FOUND MONUMENTS, TO THE NORTHWEST CORNER OF LOT 32A AMENDED PLAT OF LOT 32, BLOCK 1 YELLOWSTONE MEADOWS – PHASE TWO DOC. NO. 3828554 AND THE MOST WEST / NORTHWEST CORNER OF LOT 1C, BLOCK 7 OF THE AMENDED PLAT OF LOT 1, BLOCK 7 OF YELLOWSTONE MEADOWS – PHASE THREE, DOC. NO. 3317039
DISTANCES ARE GROUND INTERNATIONAL FEET.
GRID TO GROUND SCALE FACTOR 1.0001622003

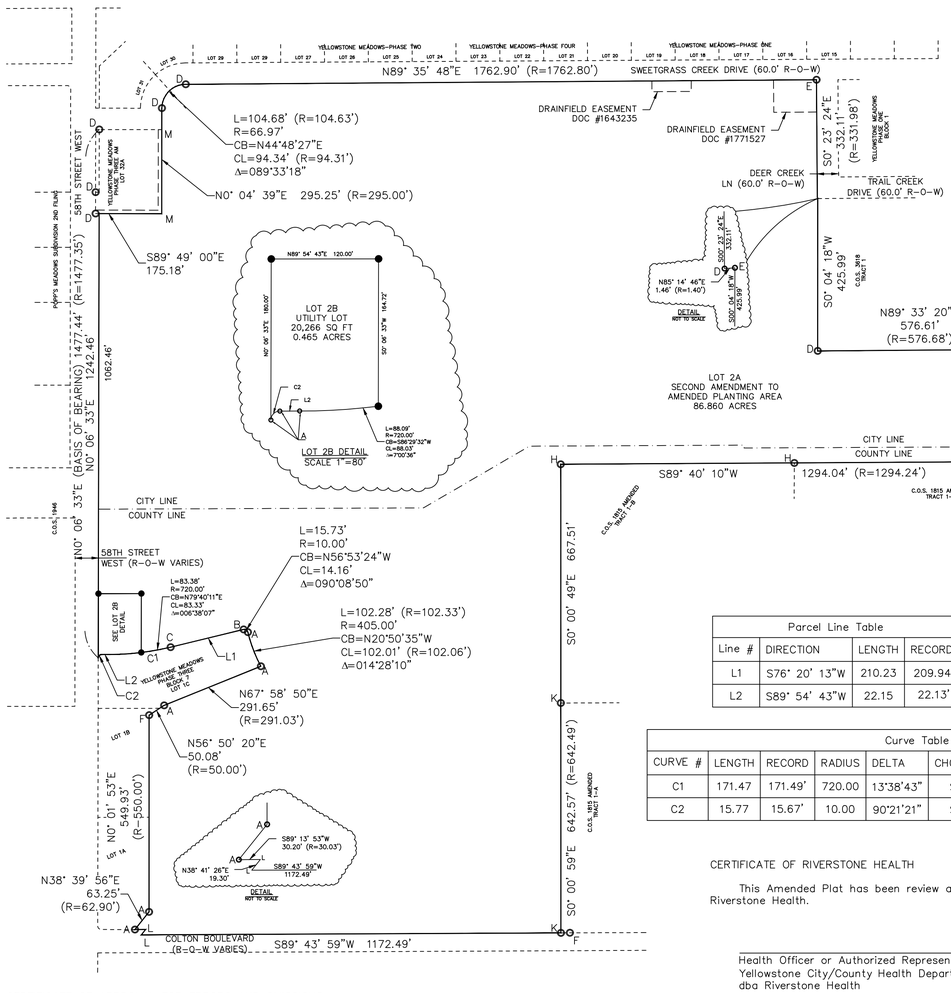
N W E S

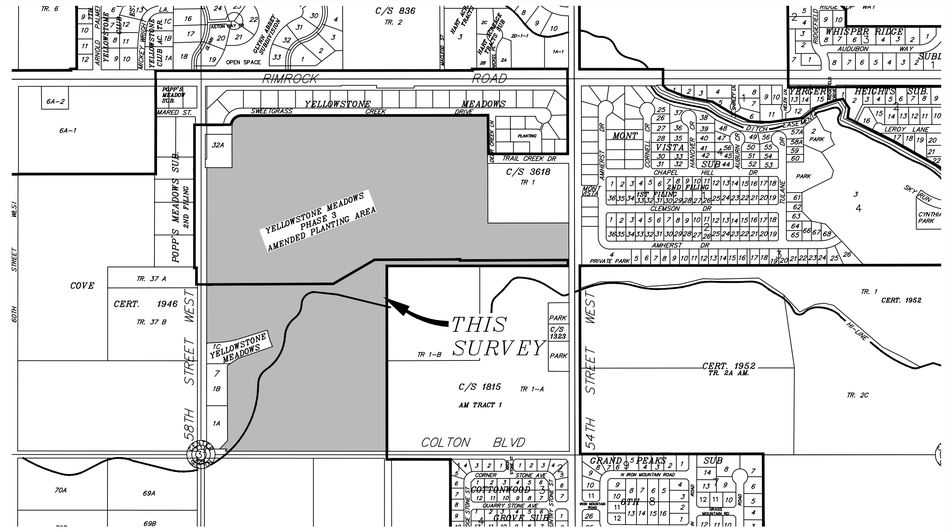
200 0 200 400

FEET

○ = FOUND PROPERTY CORNER AS NOTED

● = SET 5/8" x 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF UNDERSIGNED LAND SURVEYOR





VICINITY MAP
NOT TO SCALE

MONUMENT LEGEND

- A FOUND REBAR WITH ENGINEERING INC YPC 9960 LS
- B FOUND BENT REBAR
- C FOUND REBAR WITH ILLEGIBLE YPC
- D FOUND REBAR WITH ENGINEERING INC YPC 8377 S
- E FOUND 1" IRON PIPE
- F FOUND REBAR
- G FOUND MAG NAIL IN ASPHALT PATH
- H USING A METAL LOCATOR THE LOCATION OF EXISTING MONUMENTS SHOT, THE EXISTING MONUMENTS HAVE BEEN BURIED DUE TO CONSTRUCTION WITHIN EXISTING AMENDED PLANTING AREA OF AMENDED PLAT OF BLOCK 7 PLANTING AREA YELLOWSTONE MEADOWS – PHASE THREE
- K FOUND REBAR WITH GRANT YPC 17513 LS
- L CALCULATED POINT, NOTHING FOUND OR SET, MONUMENT FALLS IN IRRIGATION DITCH
- M CALCULATED POINT, NOTHING FOUND REBAR LAYING ON SIDE BURIED, AREA HAS BEEN FARMED

Parcel Line Table			
Line #	DIRECTION	LENGTH	RECORD
L1	S76° 20' 13"W	210.23	209.94'
L2	S89° 54' 43"W	22.15	22.13'

Curve Table							
CURVE #	LENGTH	RECORD	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	RECORD
C1	171.47	171.49'	720.00	13°38'43"	S83°10'29"W	171.07	171.09'
C2	15.77	15.67'	10.00	90°21'21"	S44°54'31"W	14.19	14.11'

PURPOSE OF SURVEY AND CERTIFICATE OF EXEMPTIONS

The undersigned hereby certifies that the purpose of this survey is to create a LOT 2B as a utility site for utility purposes. Said lot will be deeded to the City of Billings to build a water booster station. Therefore this survey is exempt for review as a subdivision per M.C.A. 76–3–201(1)(h), is created for rights–of–way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter.

LOT 2B is exempt from D.E.Q. review per 76–4–125(1)(a) M.C.A., A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review, the exclusion cited in 76–3–201;

LOT 2A is exempt from D.E.Q. review per ARM 17.36.605(2)(a) for "a parcel that has no facilities for water supply, wastewater disposal, storm drainage, or solid waste disposal, if no facilities will be constructed on the parcel".

Regal Land Development, Inc., a Montana corporation

By: _____ As: _____
Daniel W. Wells — President

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____, day of _____, 20____, before me, the undersigned Notary Public for the State of Montana, personally appeared Daniel W. Wells known to me to be the person who signed the foregoing instrument as President of Regal Land Development, Inc., a Montana corporation and who acknowledged to me that they execute the same Witness my hand and seal the day and year herein above written.

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
: ss
County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of May, 2023, a survey was performed under my supervision of a tract of land to be known as SECOND AMENDMENT TO AMENDED PLAT OF BLOCK 7 PLANTING AREA YELLOWSTONE MEADOWS – PHASE THREE, situated in the NE1/4 of Section 31, T. 1 N., R. 25 E., P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows:

AMENDED PLANTING AREA of AMENDED PLAT OF BLOCK 7 PLANTING AREA YELLOWSTONE MEADOWS – PHASE THREE on file and of record in the office of the Yellowstone County Clerk and Recorder, recorded June 15, 2006 under Document No. 3780085.

Subject to all easements of record or apparent on the ground.

In conformance with Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with and as shown on this certificate of survey, that the monuments found and set are of the character and occupy the positions shown thereon and that the tract of land contains gross and net area of 87.325 acres, more or less.

CITY OF BILLINGS

By: _____
Timothy A Grant

Montana Registration No. 17513 LS

Date: _____

MONTANA TIMOTHY A. GRANT No. 17513 LS LICENSED PROFESSIONAL LAND SURVEYOR

RELATED DOCUMENT:
WARRANTY DEED, LOT 1B TO CITY OF BILLINGS
DOCUMENT NO. _____

CERTIFICATE OF APPROVAL FOR ERRORS AND OMISSIONS

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

_____ _____
Examining Land Surveyor — Date

CERTIFICATE OF RIVERSTONE HEALTH

This Amended Plat has been review and approved by Riverstone Health.

_____
Health Officer or Authorized Representative
Yellowstone City/County Health Department
dba Riverstone Health

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76–3–207(3) M.C.A.

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF CITY ATTORNEY

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

Reviewed by: _____

Date: _____

CERTIFICATE OF COUNTY ATTORNEY

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

Reviewed by: _____

Date: _____

City Council Regular

Date:	09/11/2023
Title:	Zone Change 1033 - 2nd reading - St Vincent's Healthcare Planned Development Amendment
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	No
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. The City Council approved the zone change on first reading on August 28, 2023. A second reading is required to finalize the zone change. Staff recommends the City Council approve the zone change on second reading consistent with first reading action.

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.

City Council Public Hearing 1st reading August 28, 2023.

The City Council conducted a public hearing on August 28, 2023, and received the Zoning Commission recommendation and testimony from the applicant's agent John Halverson. There was no other testimony. City Council members asked questions regarding the updated Planned Development. Mayor Cole urged the applicant to explore pedestrian connections to the west into Lenhardt Square as there is only one connection now to an adjacent parcel.

The public hearing was closed. Council member Neese made a motion to approve the zone change and adopt the recommended findings of the 10 review criteria. Council member Shaw seconded the motion. The motion was approved on a unanimous vote.

ALTERNATIVES

The City Council may:

- Approve and adopt of the findings of the 10 review criteria on 2nd reading; 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. The Council did not receive any testimony at the first reading public hearing. The Council approved the zone change on first reading.

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. The City Council adopted these findings on first reading August 28, 2023.

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

ZC 1033 Ordinance
Proposed PD amendment annotated

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE PLANNED DEVELOPMENT ZONE AGREEMENT for St Vincent's Healthcare Subdivision generally located on the north west corner of the intersection of King Ave W and Shiloh Rd, legally described as Block 1, Lots 1, 2A, 3A-1, 4A, 4B, 5A, 6A1, 6A2, 6A3; Block 2, Lots 1 -12 and Lot 2A; Block 3, Lots 1, 1A, 2-12; and Block 4 Lots 1-4 and Lots 2A2 and 3A, of St Vincent Healthcare Subdivision, a 91.34-acre parcel of land, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** **St Vincent's Healthcare Subdivision generally located on the north west corner of the intersection of King Ave W and Shiloh Rd, legally described as Block 1, Lots 1, 2A, 3A-1, 4A, 4B, 5A, 6A1, 6A2, 6A3; Block 2, Lots 1 -12 and Lot 2A; Block 3, Lots 1, 1A, 2-12; and Block 4 Lots 1-4 and Lots 2A2 and 3A, of St Vincent Healthcare Subdivision,** is presently zoned **Planned Development – Entryway Light Industrial with the Shiloh Corridor Overlay District,** and is shown on the official zoning map within this zone. The Planned Development agreement for this property was filed with the Clerk and Recorder under document **No. 3732703**.

Section 3. **ZONE DISTRICT AMENDMENT.** The official original **Planned Development Agreement known as St Vincent Healthcare Planned Development filed as document No. 3732703** is hereby **amended as shown in Exhibit A**. All sections of document No. 3732703 not amended by Exhibit A shall remain in full force and effect. Such amended Planned Development document will be executed and filed with the County Clerk and Recorder and shall be subject to all the rules and regulations pertaining to Planned Development Agreements as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6**.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 28th day of August, 2023.

PASSED, ADOPTED and APPROVED on second reading this 11th day of September, 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1033 – St Vincent Healthcare Planned Development Agreement Amendment

EXHIBIT A

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:

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:

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:

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.

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.

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**.

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**. 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. 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.

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.

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)

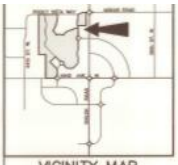
The foregoing instrument was acknowledged before me this ____day of _____, 2023, by _____, as _____of the City of Billings, a municipality.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

Exhibit A-1-- Amended Plat



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 northeast 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 28.16 feet); thence S 82°01'55" E a distance of 70.88 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°14'13" E a distance of 28.38 feet); thence S 89°34'36" E a distance of 440.00 feet; thence S 30°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 1106.00 feet, and a length of 585.49 feet (chord bears S 15°37'09" W a distance of 578.67 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 36°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 86°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 39°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 08°19'03" 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 89°00'06", a radius of 80.00 feet, and a length of 120.08 feet (chord bears S 43°01'16" E a distance of 108.13 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 308.22 feet (chord bears S 05°54'28" W a distance of 304.25 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°38'06" 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°35'03" 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°48'13", a radius of 145.00 feet, and a length of 113.36 feet (chord bears N 67°01'08" 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 89°47'03" W 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 232.89 feet; thence S 44°48'54" E a distance of 378.31 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 69.58 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°36'00" 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 (57.4898 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 284.40 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 81°30'58" 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 89°41'50" E a distance of 112.08 feet); thence N 00°59'51" W a distance of 59.58 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°42'39" 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°38'36", 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°34'27" 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 126,847 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 Michael Dan Nelson
Montana License No. 18972LS
Date: November 28, 2022

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, 2022, 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

GLACIER BANK

By _____
Title: President

STATE OF Montana)
: ss
County of Yellowstone)

On this 15th day of November, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared Michael Sappenfield, 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

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.

12/6/2022 Dawn Ferda
Date President

Executive Secretary

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
: ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing 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 13th day of December, 2022.

CITY OF BILLINGS, MONTANA

By William A. Cole
Mayor

Attest: Denise Bohlman
Deputy City Clerk

ERRORS AND OMISSIONS REVIEW

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

Examining Land Surveyor 17098LS 12/08/2022
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

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: 4037362

CONSENT TO PLATTING MC

Document No.: 4037360
MC-Consent 4037361

SP 4037359

SHEET 1 OF 2

02015.34 11/03/22 MJS

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

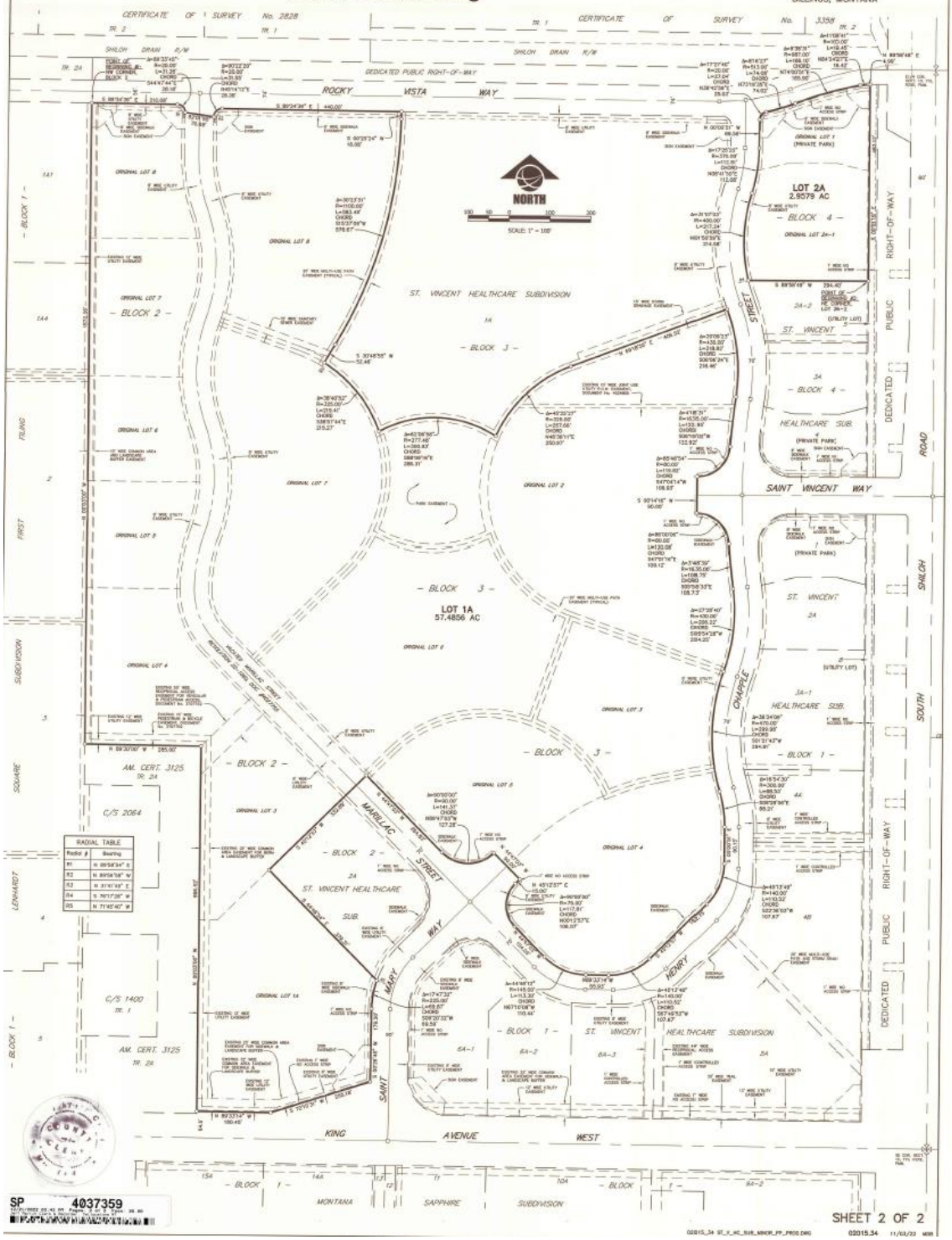
OCTOBER, 2022

BILLINGS, MONTANA

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY WAS 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°30'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0003545. THE GRID TO GROUND COMBINED SCALE FACTOR AT THE NW CORNER OF BLOCK 2 (P.O.B. #1) IS 0.9999881. 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.



SP 4037359

SHEET 2 OF 2

02015.34 11/03/22

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.

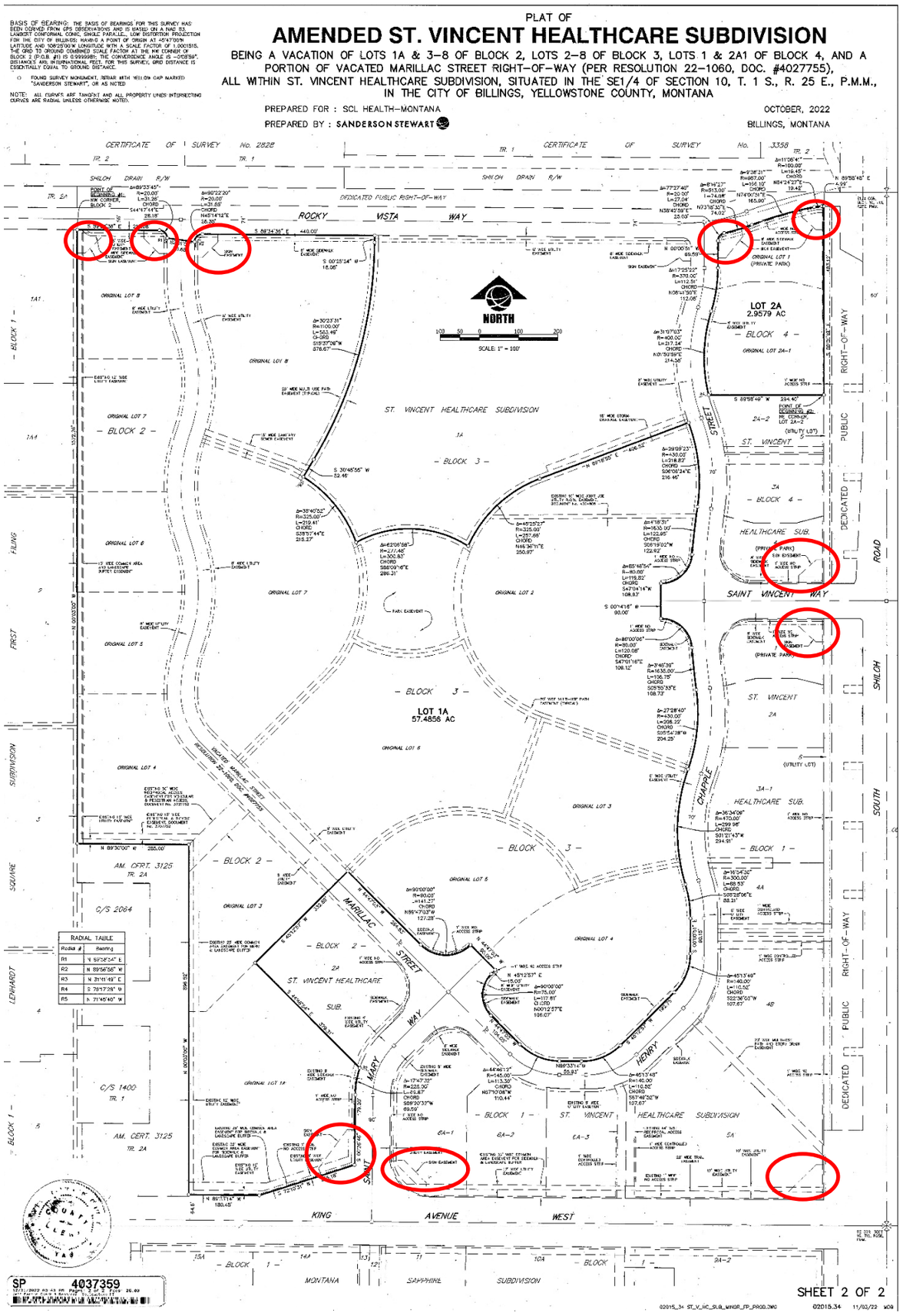
WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

Exhibit A-1

Amended Plat



City Council Regular

Date:	09/11/2023
Title:	Payment of Claims for week of August 07, 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 $4,116,618.12 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 08072023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	863734	3 Bull Contracting	CDBG	$ 2,858.77	Retainage Release
08/07/2023	863734	3 Bull Contracting	Park Dist 1	$ 13,080.83	construct playground pod at Castle Rock park
08/07/2023	863736	A-1 Landscaping	Library	$ 4,346.00	4879 July 2023 landscaping maintenance
08/07/2023	863741	Altitude Signal	Street/Traffic	$ 2,052.00	cable brackets 84"
08/07/2023	863741	Altitude Signal	Street/Traffic	$ 1,519.00	luminaires for signals
08/07/2023	863743	Armscor Cartridge	Public Safety	$ 16,996.00	Armscor 16989, 9mm, 223, 45 ACP
08/07/2023	863745	Bibliotheca	Library	$ 15,150.00	INV-US67131 FY2024 annual maintenance
08/07/2023	863749	Billings Clinic	Public Safety	$ 4,260.00	ZOLL AED 3 PACKAGE W/DEFIB UNIT AND ACCESSORIES
08/07/2023	863757	Century Link	Airport	$ 50.55	Airport Terminal Power M
08/07/2023	863757	Century Link	Airport	$ 45.66	Airport Alarm
08/07/2023	863757	Century Link	Airport	$ 53.05	Airport 1FB Line
08/07/2023	863757	Century Link	Airport	$ 82.40	Airport
08/07/2023	863757	Century Link	Airport	$ 53.05	Airport P9 Building
08/07/2023	863757	Century Link	Airport	$ 68.93	Airport
08/07/2023	863757	Century Link	Airport	$ 37.95	Bill Date: Aug 16, 2021. QTA Phone 406-252-0005
08/07/2023	863757	Century Link	Engineering	$ 138.80	Measured Lines Depot 60/40
08/07/2023	863757	Century Link	EOC 911	$ 45.65	911
08/07/2023	863757	Century Link	EOC 911	$ 45.65	911
08/07/2023	863757	Century Link	EOC 911	$ 311.26	9-1-1 Center Landfill #2
08/07/2023	863757	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
08/07/2023	863757	Century Link	EOC 911	$ 5,274.18	9-1-1 Center
08/07/2023	863757	Century Link	Fleet	$ 51.06	Motor Pool
08/07/2023	863757	Century Link	General	$ 41.20	Cemetery Kenco Line
08/07/2023	863757	Century Link	General	$ 64.57	Stewart Park Batting Cages
08/07/2023	863757	Century Link	IT Resources	$ 50.55	Kenco Security Alarm IT Alarm
08/07/2023	863757	Century Link	Library	$ 188.28	Library 6 lines
08/07/2023	863757	Century Link	P.W. Admin	$ 92.50	Measured Lines Depot 60/40
08/07/2023	863757	Century Link	Park Dist 1	$ 68.93	Parks
08/07/2023	863757	Century Link	Park Dist 1	$ 50.55	Parks 3890 Stillwater
08/07/2023	863757	Century Link	Parking	$ 41.20	Park 2 Elevator Phone
08/07/2023	863757	Century Link	Parking	$ 50.55	Park 1 Elevator Phone
08/07/2023	863757	Century Link	Phone System	$ 125.40	Library 6 lines
08/07/2023	863757	Century Link	Phone System	$ 103.98	Airport Measured Lines
08/07/2023	863757	Century Link	Phone System	$ 114.66	Met Measured Lines

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	863757	Century Link	Phone System	$ 111.48	BOC Measured Lines
08/07/2023	863757	Century Link	Phone System	$ 162.03	PUD Measured Lines
08/07/2023	863757	Century Link	Phone System	$ 2,594.61	Main System Centrex
08/07/2023	863757	Century Link	Phone System	$ 51.99	MET Fax and Kenco Fax
08/07/2023	863757	Century Link	Phone System	$ 48.09	Animal Control Fax
08/07/2023	863757	Century Link	Phone System	$ 50.55	Fire Alarm
08/07/2023	863757	Century Link	Phone System	$ 50.55	Four Dances
08/07/2023	863757	Century Link	Phone System	$ 52.52	Miller Building
08/07/2023	863757	Century Link	Phone System	$ 50.55	Pioneer Park
08/07/2023	863757	Century Link	Phone System	$ 51.99	Streets Fax
08/07/2023	863757	Century Link	Planning	$ 50.55	Planning Traffic Central Broadwater
08/07/2023	863757	Century Link	Planning	$ 50.55	Planning Traffic Central 9th
08/07/2023	863757	Century Link	Public Safety	$ 51.99	Fire Elevator
08/07/2023	863757	Century Link	Public Safety	$ 50.55	Crime Prevention Alarm
08/07/2023	863757	Century Link	Public Safety	$ 119.32	Fire
08/07/2023	863757	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
08/07/2023	863757	Century Link	Public Safety	$ 60.93	Fire 5 911 Line
08/07/2023	863757	Century Link	Public Safety	$ 41.20	Fire Maintenance Shop
08/07/2023	863757	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
08/07/2023	863757	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison
08/07/2023	863757	Century Link	Solid Waste	$ 96.49	Solid Waste Landfill
08/07/2023	863757	Century Link	Solid Waste	$ 192.65	SW Landfill
08/07/2023	863757	Century Link	Street/Traffic	$ 42.37	PW Traffic 3728 McDougall
08/07/2023	863757	Century Link	Street/Traffic	$ 51.99	PW Traffic Signal 24 Central
08/07/2023	863757	Century Link	Wastewater	$ 50.55	PUD Sahara Sand Lift Station
08/07/2023	863757	Century Link	Water	$ 39.44	PUD Alarm Water Tower
08/07/2023	863761	Civicplus	Airport	$ 413.36	Quarterly Civic Send Airport
08/07/2023	863761	Civicplus	IT Resources	$ 723.47	DNS and Domain Hosting fee, and SSL Certificate fee -IT
08/07/2023	863761	Civicplus	IT Resources	$ 413.36	Quarterly CivicSend IT
08/07/2023	863761	Civicplus	IT Resources	$ 8,810.50	Quarterly Hosting & Support Fees
08/07/2023	863761	Civicplus	IT Resources	$ 107.66	SSL Certificate Quarterly Fee Renewal -IT
08/07/2023	863761	Civicplus	P.W. Admin	$ 6,199.08	Civicplus SSL Management
08/07/2023	863761	Civicplus	Public Safety	$ 1,442.63	Department Hosting annual fee and SSL management -Fire
08/07/2023	863761	Civicplus	Public Safety	$ 546.84	Ultimate Department Header fee _Police

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	863763	Community Solution	Court Grants	$ 4,060.00	23 July CSI
08/07/2023	863763	Community Solution	Court Grants	$ 3,335.00	23 July CSI EtG
08/07/2023	863767	Co Water Dist-Blgs Heights	Park Dist 1	$ 22.04	water charges for Arrowhead - 13137
08/07/2023	863767	Co Water Dist-Blgs Heights	Park Dist 1	$ 1,530.56	water charges for arrowhead - 13138
08/07/2023	863767	Co Water Dist-Blgs Heights	Park Dist 1	$ 1,701.50	water charges for Hawthorne - 08163
08/07/2023	863767	Co Water Dist-Blgs Heights	Park Dist 1	$ 1,764.05	water charges for primrose park - 06100
08/07/2023	863767	Co Water Dist-Blgs Heights	Parks Maint	$ 1,668.03	water charges for Frances - 16219
08/07/2023	863767	Co Water Dist-Blgs Heights	Parks Maint	$ 801.75	water charges for lutheran - 101120
08/07/2023	863767	Co Water Dist-Blgs Heights	Parks Maint	$ 937.92	water charges for Rolling hills - 09174
08/07/2023	863767	Co Water Dist-Blgs Heights	Parks Maint	$ 1,933.63	water charges for Twin oaks - 17196
08/07/2023	863767	Co Water Dist-Blgs Heights	Parks Maint	$ 1,728.99	water charges for Unita - 17140
08/07/2023	863767	Co Water Dist-Blgs Heights	Parks Maint	$ 2,954.10	water charges for waldon grove - 30388-00
08/07/2023	863767	Co Water Dist-Blgs Heights	Public Safety	$ 177.48	SPRING SUMMER WATER SERVICE - FIRE 8 (760 LAKE ELMO DRIVE)
08/07/2023	863767	Co Water Dist-Blgs Heights	Public Safety	$ 1,126.79	SPRING / SUMMER WATER FIRE 6 (16118-00)
08/07/2023	863767	Co Water Dist-Blgs Heights	Street/Traffic	$ 20.04	a/c#01084-00 July 23
08/07/2023	863771	Dakota Supply Group	Street/Traffic	$ 104.99	inv#S102951250.001storm pvc for grand peaks
08/07/2023	863771	Dakota Supply Group	Water	$ 75.79	3/4" X 100' POLY PIPE - SDR9 CTS 250#
08/07/2023	863771	Dakota Supply Group	Water	$ 780.70	40' of 6" PVC Pipe
08/07/2023	863771	Dakota Supply Group	Water	$ 8,834.08	7' FIRE HYDRANT - PUSH ON
08/07/2023	863771	Dakota Supply Group	Water	$ 722.16	Fittings and 10" hymax coupling
08/07/2023	863774	Dell Computer	Public Safety	$ 13,270.70	5-OptiPlex Micro i5, 8GB RAM, 256GB SSD & 55" Touch Monitor -Fire
08/07/2023	863774	Dell Computer	Solid Waste	$ 1,365.26	Dell OptiPlex SSF, i5, 16GB RAM, 1TB SSD, sound bar and 2-24" monitors
08/07/2023	863776	Dustbusters	Street/Traffic	$ 9,873.63	dustgard for gravel streets
08/07/2023	863776	Dustbusters	Street/Traffic	$ 4,800.94	dustgard for gravel streets
08/07/2023	ACH	Finishing Touch Exter	Property Ins	$ 9,405.00	PD1 Carport Column Structural Steel Repair at BOC
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 270.26	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 516.00	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 5,452.83	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 399.90	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 910.74	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 5,403.17	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 517.29	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 657.26	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 3,256.61	asphalt

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 3,616.52	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 268.32	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 1,365.47	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 1,802.78	asphalt
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 463.50	concrete
08/07/2023	863785	Fisher Sand & Gravel	Street/Traffic	$ 613.00	concrete
08/07/2023	863787	Grainger Parts	Fleet	$ 2,024.04	9779123760
08/07/2023	863787	Grainger Parts	Fleet	$ 36.48	9781840674
08/07/2023	863787	Grainger Parts	Fleet	$ 34.82	9781840674
08/07/2023	863787	Grainger Parts	Fleet	$ 36.08	9789260495
08/07/2023	863787	Grainger Parts	Fleet	$ 76.16	9789930196
08/07/2023	863787	Grainger Parts	P.W. Admin	$ 82.35	9782025390
08/07/2023	863787	Grainger Parts	Public Safety	$ 35.94	FIRE 4: CFL BULBS (1PG27) & HVAC FILTERS (2DYR9)
08/07/2023	863787	Grainger Parts	Public Safety	$ 150.80	FIRE 4: CFL BULBS (1PG27) & HVAC FILTERS (2DYR9)
08/07/2023	863787	Grainger Parts	Solid Waste	$ 31.60	9781840666
08/07/2023	863787	Grainger Parts	Solid Waste	$ 36.48	9781840674
08/07/2023	863787	Grainger Parts	Solid Waste	$ 34.82	9781840674
08/07/2023	863787	Grainger Parts	Solid Waste	$ 4.94	9782025408
08/07/2023	863787	Grainger Parts	Solid Waste	$ 18.41	9784470131
08/07/2023	863787	Grainger Parts	Solid Waste	$ 2.84	9787112730
08/07/2023	863787	Grainger Parts	Street/Traffic	$ 34.82	9781840674
08/07/2023	863787	Grainger Parts	Street/Traffic	$ 36.48	9781840674
08/07/2023	863787	Grainger Parts	Street/Traffic	$ 13.56	9783307656
08/07/2023	863787	Grainger Parts	Street/Traffic	$ 9.15	9786078114
08/07/2023	863787	Grainger Parts	Street/Traffic	$ 436.38	wd-40 for sweepers
08/07/2023	863787	Grainger Parts	Water	$ 343.08	12" NEOPRENE GAUNTLET GLOVE 6912 - LARGE
08/07/2023	863787	Grainger Parts	Water	$ 31.38	18" CONES - 6FGZ1
08/07/2023	863787	Grainger Parts	Water	$ 64.90	36" SAFETY CONES
08/07/2023	863787	Grainger Parts	Water	$ 107.37	5 GALLON BUCKET WITH LID
08/07/2023	863787	Grainger Parts	Water	$ 113.46	AXIS GLOVE - LARGE
08/07/2023	863787	Grainger Parts	Water	$ 41.65	LENS WIPES
08/07/2023	863787	Grainger Parts	Water	$ 136.92	Vacuum for staples cabinet
08/07/2023	863790	Hawkins Inc.	General	$ 5,415.83	chemicals for pools - 6539781
08/07/2023	863791	High Point Network	IT Resources	$ 11,450.00	Annual Zerto Maintenance Renewal -50 Licenses

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	863793	Hughes Fire Equip	Public Safety	$ 124.50	594914
08/07/2023	863793	Hughes Fire Equip	Public Safety	$ 50.74	594914
08/07/2023	863793	Hughes Fire Equip	Public Safety	$ 409.09	594944
08/07/2023	863793	Hughes Fire Equip	Public Safety	$ 623.01	594944
08/07/2023	863793	Hughes Fire Equip	Public Safety	$ 1,840.74	594944
08/07/2023	863793	Hughes Fire Equip	Public Safety	$ 96.81	594982
08/07/2023	863793	Hughes Fire Equip	Public Safety	$ 30.54	594982
08/07/2023	863799	Ingram Library Service	Library	$ 0.55	76763698
08/07/2023	863799	Ingram Library Service	Library	$ 11.37	76763698
08/07/2023	863799	Ingram Library Service	Library	$ 0.96	76763699
08/07/2023	863799	Ingram Library Service	Library	$ 14.99	76763699
08/07/2023	863799	Ingram Library Service	Library	$ 18.00	76763699
08/07/2023	863799	Ingram Library Service	Library	$ 1.49	76763700
08/07/2023	863799	Ingram Library Service	Library	$ 37.76	76763700
08/07/2023	863799	Ingram Library Service	Library	$ 0.30	76820312
08/07/2023	863799	Ingram Library Service	Library	$ 107.49	76820312
08/07/2023	863799	Ingram Library Service	Library	$ 29.74	76820312
08/07/2023	863799	Ingram Library Service	Library	$ 0.05	76820313
08/07/2023	863799	Ingram Library Service	Library	$ 10.02	76820313
08/07/2023	863799	Ingram Library Service	Library	$ 9.00	76978718
08/07/2023	863799	Ingram Library Service	Library	$ 0.01	76978719
08/07/2023	863799	Ingram Library Service	Library	$ 10.80	76978719
08/07/2023	863799	Ingram Library Service	Library	$ 5.99	76978719
08/07/2023	863799	Ingram Library Service	Library	$ 0.02	76978720
08/07/2023	863799	Ingram Library Service	Library	$ 14.71	76978720
08/07/2023	863799	Ingram Library Service	Library	$ 20.40	76978720
08/07/2023	863799	Ingram Library Service	Library	$ 33.11	76978720
08/07/2023	863799	Ingram Library Service	Library	$ 15.72	76978721
08/07/2023	863799	Ingram Library Service	Library	$ 2.97	76978722
08/07/2023	863799	Ingram Library Service	Library	$ 38.49	76978722
08/07/2023	863799	Ingram Library Service	Library	$ 2,531.97	76978722
08/07/2023	863799	Ingram Library Service	Library	$ 1,772.47	76978722
08/07/2023	863799	Ingram Library Service	Library	$ 36.88	76978722
08/07/2023	863799	Ingram Library Service	Library	$ 262.74	76978722

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	863799	Ingram Library Service	Library	$ 749.60	76978722
08/07/2023	863799	Ingram Library Service	Library	$ 25.75	76978723
08/07/2023	863799	Ingram Library Service	Library	$ 364.00	77027090
08/07/2023	863799	Ingram Library Service	Library	$ 0.24	77045034
08/07/2023	863799	Ingram Library Service	Library	$ 61.51	77045034
08/07/2023	863799	Ingram Library Service	Library	$ 42.57	77045034
08/07/2023	863799	Ingram Library Service	Library	$ 11.17	77045034
08/07/2023	863799	Ingram Library Service	Library	$ 0.03	77045035
08/07/2023	863799	Ingram Library Service	Library	$ 10.61	77045035
08/07/2023	863799	Ingram Library Service	Library	$ 1,123.16	76820314 OBB Foundation
08/07/2023	863799	Ingram Library Service	Library	$ 974.73	77045036 OBB Foundation
08/07/2023	863800	Insight Public Sector	IT Resources	$ 51,687.83	ME Annual Renewal, Data Security & Vulnerability thru July 2024
08/07/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 1,010.39	leaderhose for unit 1238
08/07/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 1,712.20	brooms for sweepers 1242, pipes for vactor 1238/1239
08/07/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 3,177.94	tube assy for unit 1238 & 1239
08/07/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 559.60	repairs made to unit 1238
08/07/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 500.00	P01007 - DRAG SHOE
08/07/2023	863819	Mail Tech Service	Central Services	$ 5,063.83	Postage for July, 2023
08/07/2023	863819	Mail Tech Service	Planning	$ 702.95	Postage for July, 2023
08/07/2023	863821	Mckinstry Co	Stillwater Const	$ 4,300.00	Made a site view to Stillwater Building.
08/07/2023	863830	MMIA	Property Ins	$ 2,539.00	Billings Airport Liability Program Annual Assessment
08/07/2023	863830	MMIA	Property Ins	$ 2,532,048.00	Billings Liability Program Annual Assessment Invoice
08/07/2023	863831	MMIA	Property Ins	$ 21,743.28	Liability Self Insurance for July 2023
08/07/2023	863833	Morrison Maierle	Airport	$ 4,253.64	AIP-73 Terminal Expansion - Eligible for Reimbursement
08/07/2023	863833	Morrison Maierle	Airport	$ 472.63	AIP-73 Terminal Expansion - Ineligible for Reimbursement
08/07/2023	863833	Morrison Maierle	Airport	$ 399.84	AIP-76 Terminal Expansion - eligible for local
08/07/2023	863833	Morrison Maierle	Airport	$ 31,871.57	Amendment #13 Terminal Expansion Project - Federal
08/07/2023	863833	Morrison Maierle	Airport	$ 2,995.88	Amendment #13 Terminal Expansion Project - Ineligible
08/07/2023	863833	Morrison Maierle	Airport	$ 3,541.29	Amendment #13 Terminal Expansion Project - Local
08/07/2023	863835	Motorola Solution	EOC 911	$ 25,927.00	AVTEC CONCOLE SYSTEM, SUPPORT CONTRACT.
08/07/2023	863836	MT Dept Rev-CGR2	Airport	$ 2,156.50	AIP-77 Terminal Expansion (GMP) - Federal Share
08/07/2023	863836	MT Dept Rev-CGR2	Airport	$ 202.71	AIP-77 Terminal Expansion (GMP) - Ineligible Local Share
08/07/2023	863836	MT Dept Rev-CGR2	Airport	$ 239.61	AIP-77 Terminal Expansion (GMP) - Local Share
08/07/2023	863836	MT Dept Rev-CGR2	CDBG	$ 28.59	Retainage Release / Invoice dated 7-17-2023

Check Date	Check#	Name	Fund Name		Amount	Item Desc
08/07/2023	863836	MT Dept Rev-CGR2	Facilities	$	50.50	July 2023 Monthly Billing Service Contract
08/07/2023	863836	MT Dept Rev-CGR2	Park Dist 1	$	131.92	business tax on 3 Bull for Castle Rock playground
08/07/2023	863836	MT Dept Rev-CGR2	Property Ins	$	95.00	PD1 Carport Column Structural Steel Repair at BOC
08/07/2023	863838	Napa-MET	Transit	$	20.43	3977-499986. Nitrile Gloves
08/07/2023	863838	Napa-MET	Transit	$	3.55	3977-500403. Oil Filter
08/07/2023	863838	Napa-MET	Transit	$	11.43	3977-500591. Hose, Coolant Unit 1886. W/O 2024-85
08/07/2023	863838	Napa-MET	Transit	$	140.80	3977-500597. Brake Booster Unit 1872. W/O 2024-70
08/07/2023	863838	Napa-MET	Transit	$	44.45	3977-500597. Core Deposit Brake Booster Unit 1872. W/O 2024-70
08/07/2023	863838	Napa-MET	Transit	$	0.45	3977-500597. O-Ring Unit 1872. W/O 2024-70
08/07/2023	863838	Napa-MET	Transit	$	22.34	3977-500676. Connectors
08/07/2023	863838	Napa-MET	Transit	$	22.44	3977-500676. Electrical Connectors
08/07/2023	863838	Napa-MET	Transit	$	(11.17)	3977-500698. Headlamp Bulb Credit Warranty
08/07/2023	863838	Napa-MET	Transit	$	226.96	3977-500796. Front Brake Rotors Unit 1874. W/O 2024-100
08/07/2023	863838	Napa-MET	Transit	$	109.99	3977-500835. Mercon LV ATF
08/07/2023	863838	Napa-MET	Transit	$	19.90	3977-500991. Wheel Seals
08/07/2023	863838	Napa-MET	Transit	$	0.45	3977-501284. O-Ring Sal Unit 1872. W/O 2024-70
08/07/2023	863838	Napa-MET	Transit	$	0.93	3977-501284. Teflon Seals Unit 1872. W/O 2024-70
08/07/2023	863838	Napa-MET	Transit	$	72.70	3977-501289. Brake Pads
08/07/2023	863838	Napa-MET	Transit	$	(44.45)	3977-501341. Brake Booster Core Credit
08/07/2023	863838	Napa-MET	Transit	$	77.38	3977-501953. Accumulator Unit 1892. W/O 2024-110
08/07/2023	863838	Napa-MET	Transit	$	9.54	3977-502023. Head Lamp Bulb unit 1831. W/O 2024-111
08/07/2023	863838	Napa-MET	Transit	$	9.71	3977-502069. Transmission Fluid
08/07/2023	863838	Napa-MET	Transit	$	2,170.29	3977-502069. Transmission Fluid
08/07/2023	863842	NorthWestern Energy	Airport	$	30,313.64	0100482-9. Vault Main Account. July 2023
08/07/2023	863842	NorthWestern Energy	General	$	85.29	0712539-6
08/07/2023	863842	NorthWestern Energy	General	$	231.57	0712683-2
08/07/2023	863842	NorthWestern Energy	General	$	2,218.74	0720841-6
08/07/2023	863842	NorthWestern Energy	General	$	11.05	1635289-0
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$	221.78	0722256-5
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$	34.95	0722277-1
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$	65.69	0793134-8
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$	6.00	0831702-6
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$	6.00	0920801-8
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$	365.57	1141284-8

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08/07/2023	863842	NorthWestern Energy	Park Dist 1	$ 56.82	1156527-2
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$ 1,009.08	1160780-1
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$ 20.47	1692666-9
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$ 6.92	1902257-3
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$ 14.56	3020837-5
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$ 6.00	3477233-5
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$ 83.57	3999603-8
08/07/2023	863842	NorthWestern Energy	Park Dist 1	$ 17.40	electricity at north - 4081700-9 July 2023
08/07/2023	863842	NorthWestern Energy	Parking	$ 498.07	0720829-1
08/07/2023	863842	NorthWestern Energy	Parking	$ 1,264.81	1569636-2
08/07/2023	863842	NorthWestern Energy	Parking	$ 1,518.45	3067416-2
08/07/2023	863842	NorthWestern Energy	Parking	$ 109.67	3279035-4
08/07/2023	863842	NorthWestern Energy	Parking	$ 184.06	3463478-2
08/07/2023	863842	NorthWestern Energy	Parks Maint	$ 6.00	0723387-7
08/07/2023	863842	NorthWestern Energy	Parks Maint	$ 0.83	0723392-7
08/07/2023	863842	NorthWestern Energy	Parks Maint	$ 1.12	0723885-0
08/07/2023	863842	NorthWestern Energy	Parks Maint	$ 1.41	0971824-8
08/07/2023	863842	NorthWestern Energy	Parks Maint	$ 0.97	1312707-1
08/07/2023	863842	NorthWestern Energy	Parks Maint	$ 7.07	1564209-3
08/07/2023	863842	NorthWestern Energy	Public Safety	$ 518.11	0100477-9 FIRE 6 ELECTRIC SERVICE, FY2024
08/07/2023	863842	NorthWestern Energy	Public Safety	$ 639.13	0712537-0
08/07/2023	863842	NorthWestern Energy	Public Safety	$ 398.17	0720840-8
08/07/2023	863842	NorthWestern Energy	Public Safety	$ 378.84	1984150-1
08/07/2023	863842	NorthWestern Energy	Public Safety	$ 396.13	1984155-0
08/07/2023	863842	NorthWestern Energy	Public Safety	$ 75.85	4045328-4
08/07/2023	863842	NorthWestern Energy	Street/Traffic	$ 21.00	1738989-1
08/07/2023	863842	NorthWestern Energy	Street/Traffic	$ 1.40	1797828-9
08/07/2023	863842	NorthWestern Energy	Street/Traffic	$ 8.30	2047018-3
08/07/2023	863842	NorthWestern Energy	Street/Traffic	$ 10.29	3660075-7
08/07/2023	863842	NorthWestern Energy	Transit	$ 6.00	0712764-0
08/07/2023	863842	NorthWestern Energy	Wastewater	$ 9.82	1704025-4
08/07/2023	863842	NorthWestern Energy	Wastewater	$ 73.31	1704030-4
08/07/2023	863842	NorthWestern Energy	Wastewater	$ 3,401.11	2132749-9
08/07/2023	863842	NorthWestern Energy	Water	$ 89.84	0722252-4

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08/07/2023	863842	NorthWestern Energy	Water	$ 3,738.39	0723043-6
08/07/2023	863845	Passio Technologies	Transit	$ 61,522.40	MET Automated Vehicle Location System
08/07/2023	863846	PayneWest Ins	Property Ins	$ 48,095.13	Wind/Hail Deductible Buydown for FY24
08/07/2023	863852	Playspace Designs	CDBG	$ 33,016.35	CDBG / CDBG-CV Public Facility Improvement Project
08/07/2023	863853	Pride of MT	Facilities	$ 2,610.73	General cleaning & janitorial supplies for the Stillwater Building
08/07/2023	863854	Priority Dispatch	EOC 911	$ 289,198.00	911- initial implementation & trailning-Fire & Police Dispatch system
08/07/2023	863858	Reliable Mechanical	Facilities	$ 4,999.50	July 2023 Monthly Billing Service Contract
08/07/2023	863859	Rimrock Foundation	PD Program	$ 48,360.81	Reimbursement of COSSAP Grant expense for qtr end 6/30/23.
08/07/2023	863864	Sletten Const	Airport	$ 213,493.58	AIP-77 Terminal Expansion (GMP) - Federal Share
08/07/2023	863864	Sletten Const	Airport	$ 20,068.09	AIP-77 Terminal Expansion (GMP) - Ineligible Local Share
08/07/2023	863864	Sletten Const	Airport	$ 23,721.51	AIP-77 Terminal Expansion (GMP) - Local Share
08/07/2023	863865	Solid Waste System	Fleet	$ 983.08	0158249-IN
08/07/2023	863865	Solid Waste System	Fleet	$ 720.95	0158249-IN
08/07/2023	863865	Solid Waste System	Solid Waste	$ 326.28	158335
08/07/2023	863865	Solid Waste System	Solid Waste	$ 33.04	158335
08/07/2023	863865	Solid Waste System	Solid Waste	$ 1,122.55	158336
08/07/2023	863865	Solid Waste System	Solid Waste	$ 213.77	158336
08/07/2023	863865	Solid Waste System	Solid Waste	$ 49.22	158336
08/07/2023	863866	Specialty Vehicle Concept	Public Safety	$ 8,904.00	SVCI model #4462 high zoom/low light black stripe pole camera kit
08/07/2023	863866	Specialty Vehicle Concept	Public Safety	$ 160.00	Shipping-Ground Shipping from SVCI to customer with insurance
08/07/2023	863868	Spencer Fluid Power	Solid Waste	$ 4,040.82	32272660
08/07/2023	863868	Spencer Fluid Power	Water	$ 40.00	BONNET O-RING FOR K11 - K81 - STEM AND PRESSURE #K8112
08/07/2023	863874	Sysco Montana	General	$ 961.91	food for rose concessions - 443492144
08/07/2023	863874	Sysco Montana	General	$ 871.97	supplies for rose concessions - 443497790
08/07/2023	863874	Sysco Montana	General	$ 89.60	supplies for rose concessions - 443498495
08/07/2023	863874	Sysco Montana	General	$ 1,576.54	supplies for rose concessions - 443505475
08/07/2023	863875	T W Enterprise	Water	$ 1,743.45	Fox PS Generator Service
08/07/2023	863875	T W Enterprise	Water	$ 1,844.21	Ironwood PS Generator service
08/07/2023	863875	T W Enterprise	Water	$ 290.00	Service call to Filter Building Generato
08/07/2023	863875	T W Enterprise	Water	$ 729.43	Service Center Generator Maintenance
08/07/2023	863875	T W Enterprise	Water	$ 1,375.58	Thomas PS Generator Service
08/07/2023	863875	T W Enterprise	Water	$ 1,328.38	Volken Generator Maint
08/07/2023	863875	T W Enterprise	Water	$ 1,868.92	Waldo/Christensen Generator Service
08/07/2023	863877	The New York Times	Library	$ 2,579.20	New York Times subscription

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	Town & Co Supply	Fleet	$ 14,157.84	437683
08/07/2023	ACH	Town & Co Supply	Fleet	$ 9,918.97	437683
08/07/2023	ACH	Town & Co Supply	Fleet	$ 9,288.70	437683
08/07/2023	ACH	Town & Co Supply	Fleet	$ 8,853.30	437683
08/07/2023	ACH	Town & Co Supply	Water	$ 700.25	fuel-Water Treatment Dredge
08/07/2023	ACH	US Bank Pcard	Airport	$ 64.99	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 68.38	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 400.00	A1 Jds Lock - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 402.00	A1 Jds Lock - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 305.00	Air Controls-Billings - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 10.99	Albertsons #4025 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 36.99	Albertsons #4041 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 143.33	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 217.84	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 365.58	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 28.00	Amazon.Com*G69Yn5So3 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 700.00	American Association O - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 129.98	Amzn Mktp Us*675Gp7I53 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 21.06	Amzn Mktp Us*B41Tm3Tl3 Am - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 323.97	Amzn Mktp Us*Bx14R46C3 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 199.60	Amzn Mktp Us*Hk0Fi7Zb3 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 59.42	Amzn Mktp Us*Ie7A046E3 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 51.98	Amzn Mktp Us*Oo3F48S63 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 233.93	Amzn Mktp Us*Un98Q5J83 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 183.00	Billings Overhead Door In - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 190.00	Billings Overhead Door In - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 84.00	Buildersfirstsource64021 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 35.30	Culligan Billings - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 103.99	Dtv*Directv Service - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 297.00	Fastenal Company 01Mtbll - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ (58.88)	Ferguson Ent #1342 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 29.98	Ferguson Ent #1342 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 198.15	Ferguson Ent #1342 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 59.50	Flower Garage - PCard

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08/07/2023	ACH	US Bank Pcard	Airport	$ 48.56	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 54.42	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 78.22	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 438.10	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 932.22	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 438.19	Greenpartstore Com - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 54.96	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 133.11	Hvacdiscountstore - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 50.00	In *Cotter'S Sewer, Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 233.94	Kb Commercial Products - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 439.52	Kb Commercial Products - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 1,757.45	Kb Commercial Products - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 234.22	Kully Supply - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 625.00	Metro Marketing Inc - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 51.20	Mfcp Billings - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 166.05	Mfcp Billings - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 33.98	Michaels Stores 9916 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 151.20	Norco Inc - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 254.90	Normont Equipment Co - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 1,784.41	Normont Equipment Co - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 62.99	Sherwin Williams 703203 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 66.99	Sherwin Williams 703203 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 66.99	Sherwin Williams 703203 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 983.85	Sherwin Williams 703203 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 96.88	Shipton'S Big R Heights - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 160.00	Smartsign - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 62.50	Spic And Span - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 75.00	Spic And Span - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ (96.78)	Tacticalgear.Com - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 26.02	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 32.99	Tractor-Supply-Co #0303 - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 1,583.41	Usda Aphis Act Hldr - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 184.00	Yellowstone Electric Comp - PCard
08/07/2023	ACH	US Bank Pcard	Airport	$ 15.99	Zoom.Us 888-799-9666 - PCard

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08/07/2023	ACH	US Bank Pcard	Building	$ 7.99	Albertsons #4025 - PCard
08/07/2023	ACH	US Bank Pcard	Building	$ 7.26	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Building	$ 37.00	Amazon.Com*212Fm4N73 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Building	$ 110.55	Dakota Supply Group - Bil - PCard
08/07/2023	ACH	US Bank Pcard	Building	$ 44.50	Int'L Code Council Inc - PCard
08/07/2023	ACH	US Bank Pcard	Building	$ 248.50	Int'L Code Council Inc - PCard
08/07/2023	ACH	US Bank Pcard	Building	$ 290.00	Int'L Code Council Inc - PCard
08/07/2023	ACH	US Bank Pcard	Building	$ 185.94	Jimmy Johns - 1646 - E - PCard
08/07/2023	ACH	US Bank Pcard	Building	$ 70.00	Kelley Connect - PCard
08/07/2023	ACH	US Bank Pcard	Building	$ 87.90	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Building	$ 34.99	Udemy: Online Courses - PCard
08/07/2023	ACH	US Bank Pcard	CDBG	$ 49.15	Albertsons #1227 - PCard
08/07/2023	ACH	US Bank Pcard	CDBG	$ 500.00	Paypal *Shannonstob - PCard
08/07/2023	ACH	US Bank Pcard	Court Grants	$ 1,528.02	Westin Hou Dwtn Hotel - PCard
08/07/2023	ACH	US Bank Pcard	Court Grants	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/07/2023	ACH	US Bank Pcard	Engineering	$ 54.50	4Te*Alarm Services - PCard
08/07/2023	ACH	US Bank Pcard	Engineering	$ 68.80	4Te*Alarm Services - PCard
08/07/2023	ACH	US Bank Pcard	Engineering	$ 45.95	Allianz Travel Ins - PCard
08/07/2023	ACH	US Bank Pcard	Engineering	$ 656.40	Delta Air 0062128893812 - PCard
08/07/2023	ACH	US Bank Pcard	Engineering	$ 75.00	Inst Of Transp Eng - PCard
08/07/2023	ACH	US Bank Pcard	Engineering	$ 650.00	Msu Payments - PCard
08/07/2023	ACH	US Bank Pcard	Engineering	$ 499.12	Northwest Industrial Supp - PCard
08/07/2023	ACH	US Bank Pcard	Engineering	$ 54.54	Selbys - PCard
08/07/2023	ACH	US Bank Pcard	Engineering	$ 25.00	Tire Rama 104 Br - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 12.50	4Te*Alarm Services - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 75.00	4Te*Alarm Services - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 90.00	Alterations And More - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 15.59	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 30.98	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 141.02	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 211.68	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 595.50	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 20.54	Homedepot.Com - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 64.73	Homepro - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Facilities	$ 369.86	Interstate Battery Of The - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 46.22	Kb Commercial Products - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 15.96	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 17.39	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 297.90	Midland Mechanical Inc - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ (219.78)	Montana Broom And Brush - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 502.98	Montana Broom And Brush - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 7.14	Napa Store 3547001 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 7.49	O'Reilly Auto Parts 1751 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 25.37	Spinfresh Laundry - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 25.38	Spinfresh Laundry - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 31.50	Spinfresh Laundry - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 31.50	Spinfresh Laundry - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 4.60	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 9.47	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 11.53	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 11.96	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 15.48	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 15.98	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 19.97	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 36.87	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 59.66	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 61.86	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 73.67	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 234.92	The Home Depot 3101 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 11.49	Walgreens #12155 - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 2.50	West End Lock And Secur - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 12.50	West End Lock And Secur - PCard
08/07/2023	ACH	US Bank Pcard	Facilities	$ 16.88	Wm Supercenter #4412 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 730.00	Absaroka River Adventures - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 795.00	Absaroka River Adventures - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 1,590.00	Absaroka River Adventures - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 149.98	Ace Hardware Corporation - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 54.99	Adobe *Creative Cloud - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	General	$ 54.99	Adobe *Creative Cloud - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 60.63	Adobe *Creative Cloud - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 14.99	Adobe *Pdf Pack Subs - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 2.79	Albertsons #0038 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 16.15	Albertsons #0038 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 16.69	Albertsons #0038 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 20.85	Albertsons #0038 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 45.27	Albertsons #0038 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 5.58	Albertsons #1227 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 420.84	Allegra - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 7.27	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 75.89	Amazon.Com*4U43O2Aj3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 27.99	Amazon.Com*6Q6M38Je3 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 39.90	Amazon.Com*Aj6Ve1Eu3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 6.70	Amazon.Com*C97F410D3 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 64.96	Amazon.Com*Md3Pa4Vw3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 14.99	Amazon.Com*Qg1V40K43 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 13.70	Amazon.Com*Xl7Re86Y3 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 39.90	Amazon.Com*Y95A81Ub3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 389.81	American Air0012462697910 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 389.81	American Air0012462698493 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 509.80	American Air0012462701237 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 339.90	American Air0018043639260 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 288.20	American Air0018043639525 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 1,340.00	American Assoc Of Code - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 4.99	Ampd Strong - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 14.99	Ampd Strong - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 27.91	Amzn Mktp Us*0A7Tp8Qg3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 9.90	Amzn Mktp Us*2D4Xj6633 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 14.95	Amzn Mktp Us*2R2Qc60V3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 14.50	Amzn Mktp Us*2R2Qc60V3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 168.16	Amzn Mktp Us*5274W4Xg3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 10.65	Amzn Mktp Us*5C2Pw4Ce3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 180.21	Amzn Mktp Us*818836Ug3 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	General	$ 42.99	Amzn Mktp Us*928Mw0X33 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 7.98	Amzn Mktp Us*At7Wj9Ab3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 44.99	Amzn Mktp Us*Bs8757Vp3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 108.00	Amzn Mktp Us*C768Q3Bw3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 3.99	Amzn Mktp Us*G74318Cx3 Am - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 134.79	Amzn Mktp Us*Gd3Uh2Uu3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 26.97	Amzn Mktp Us*Jd46Y6Hp3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 11.99	Amzn Mktp Us*K64K958H3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 211.94	Amzn Mktp Us*L75Ni0Sd3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 28.88	Amzn Mktp Us*Lb2Ru6Zn3 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 40.72	Amzn Mktp Us*Tt0327493 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 12.59	Amzn Mktp Us*Wu36F6P03 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 538.41	Buddy Punch - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 82.00	Concentra Inc - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 28.00	Conoco - Roundup Conoco - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 143.97	Costco Whse #0069 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 40.00	Creative Monograms Smb - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 156.00	Crumbl* Billings - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 35.00	Dollar Tree - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 134.44	Domino'S 7003 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 119.88	Dropbox*4K544C1Tgw7M - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 71.25	Econo Print - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 477.00	Elk River Outfitters - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 477.00	Elk River Outfitters - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 583.00	Elk River Outfitters - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 583.00	Elk River Outfitters - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 13.98	Evergreen Ace Hardware - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 38.95	Evergreen Ace Hardware - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 39.96	Evergreen Ace Hardware - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 99.96	Evergreen Ace Hardware - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 45.45	Fedex91907353 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 54.42	Flamingo Hotel Rsvn - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 814.00	Get Air Billings, Llc - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 29.76	Gm Service Center - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	General	$ 33.17	Gm Service Center - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 450.00	Hanser Wrecker Company - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 83.00	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 125.22	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 125.22	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 176.81	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 196.87	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 7.98	Harbor Freight Tools 207 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 32.94	Hobby-Lobby #251 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 35.00	Interstate Battery Of The - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 415.00	J&J Amusements, Inc - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 179.90	Jersey Mikes Online Orde - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 70.01	Kelley Connect - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 34.78	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 39.35	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 63.99	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 67.10	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 102.27	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 19.98	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 28.76	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 480.00	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 200.00	Ls Bighorn Boots And - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 440.40	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 535.00	Nrpa Operating - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 535.00	Nrpa Operating - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 535.00	Nrpa Operating - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 535.00	Nrpa Operating - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 48.51	Office Depot #2135 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 206.62	Office Depot #2135 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 11.81	Office Depot #450 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 1,545.00	Office Depot #450 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 126.00	Pepsicola Bottling Compan - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 2,128.00	Pepsicola Bottling Compan - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 360.00	Pp*Mcwholesale - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	General	$ 2.99	Remarkable - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 207.14	Sams Club #4805 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 953.53	Sams Club #4805 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 43.84	Samsclub #4805 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 190.52	Samsclub.Com - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 243.90	Samsclub.Com - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 317.46	Samsclub.Com - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 332.70	Samsclub.Com - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 19.98	Scheels Billings - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 72.99	Sherwin Williams 701710 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 220.00	Skateworld - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 539.00	Skateworld - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 464.49	Slice*Americanclassicp - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 79.99	Spectrum - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 9.99	Spotify Usa - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 300.00	Sq *Bitterroot Sip And Pa - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 408.00	Sq *Bitterroot Sip And Pa - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 312.00	Sq *Wild Rose Paintball / - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 546.00	Sq *Wild Rose Paintball / - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 46.00	Sq *Yellowstone Western H - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 232.50	Sunset Bowl - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 244.50	Sunset Bowl - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 141.24	Target 00013334 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 50.00	Textmagic.Com - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 345.35	The Home Depot 3101 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 13.16	Town & Country Food - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 35.84	Travel Guard Group Inc - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 69.95	Tummee Yoga Platform - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 5.05	United 0162311121218 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 59.25	Wal-Mart #1956 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 61.92	Wal-Mart #1956 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 22.32	Wal-Mart #2923 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 28.40	Wal-Mart #2923 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 68.20	Wal-Mart #2923 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	General	$ 39.24	Wm Supercenter #1956 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 56.53	Wm Supercenter #1956 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 64.88	Wm Supercenter #1956 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 73.46	Wm Supercenter #1956 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 101.86	Wm Supercenter #1956 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 18.23	Wm Supercenter #2923 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 38.11	Wm Supercenter #2923 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 70.08	Wm Supercenter #2923 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 183.54	Wm Supercenter #2923 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 171.83	Wristbandexpresscom - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 72.10	Www.Pacer.Gov - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 185.25	Yellowstone Wildlife San - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 49.00	Zoom.Us 888-799-9666 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 58.09	Zoom.Us 888-799-9666 - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 68.00	Zsk*Ce Zoomontana Pos - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 140.00	Zsk*Ce Zoomontana Pos - PCard
08/07/2023	ACH	US Bank Pcard	General	$ 150.00	Zsk*Ce Zoomontana Pos - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 29.99	Amzn Mktp Us*566075Y23 - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 39.98	Amzn Mktp Us*7N5Cp8T33 - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 129.99	Amzn Mktp Us*F26D421S3 - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 109.99	Amzn Mktp Us*Pi8Rc7Nm3 - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ (275.45)	Gaylord Opry Resort - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 275.45	Gaylord Opry Resort - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 275.45	Gaylord Opry Resort - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 1,165.50	Isc2 - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 1,501.19	Smartsign - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 602.40	United 0162311318955 - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ (551.40)	United 0162498237753 - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ (148.00)	United 0164218760151 - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ (148.00)	United 0164218760152 - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 148.00	United 0164221893877 - PCard
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 148.00	United 0164221893878 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	IT Resources	$ 140.70	Wasabi Technologies - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 189.93	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 87.50	4Te*Alarm Services - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 34.04	Amazon.Com*4K1692Nt3 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 20.69	Amazon.Com*6Y1Eg0Ge3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 13.59	Amazon.Com*7K9Ub98B3 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 84.94	Amazon.Com*Fk0Yj3Sn3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 428.14	Amazon.Com*Hb7Ug6Bf3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 10.99	Amazon.Com*K954W0Zm3 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 15.95	Amazon.Com*N70Ux3Y03 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 10.99	Amazon.Com*Vf2W910G3 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 10.99	Amazon.Com*Vx11T5I93 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 14.99	Amazon.Com*Xd4A204A3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 26.40	Amzn Mktp Us*0Y70C1L33 Am - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 32.84	Amzn Mktp Us*3O1Xc4Q23 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 50.03	Amzn Mktp Us*4S8Rm1Ly3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 104.97	Amzn Mktp Us*8S0Fo1R53 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 27.96	Amzn Mktp Us*Bq4Ej6El3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 80.67	Amzn Mktp Us*Ea4358Cy3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 31.03	Amzn Mktp Us*Ee5Bo9Qi3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 5.99	Amzn Mktp Us*F16Xf8Dv3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 15.92	Amzn Mktp Us*J97U88Z53 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 25.00	Amzn Mktp Us*Lw8Jd8Lc3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 70.01	Amzn Mktp Us*Ma3Ub9H63 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 33.78	Amzn Mktp Us*O38Ca7Pm3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 11.99	Amzn Mktp Us*Pl4Zr27H3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 11.98	Amzn Mktp Us*Tm39U4Wh3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 32.89	Amzn Mktp Us*Vf8Tb4723 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 27.01	Amzn Mktp Us*W74Rg98Y3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 25.46	Amzn Mktp Us*Wu1602383 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 9.29	Amzn Mktp Us*X71Gs9Sp3 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 18.78	Amzn Mktp Us*Y76Nj8613 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 74.90	Anc*Newspapers.Com - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 8.37	Billings Hardware & Servi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Library	$ 15.56	Billings Hardware & Servi - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 204.44	Cavendishsq - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 75.85	Crow Langua - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 205.20	Gamestop #1095 - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 30.00	Gan*1094Grfalltribcirc - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 34.00	Gan*Usatodaycirc - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 12.16	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 358.32	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 9.99	Microsoft*Console 1 Month - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 149.19	Mr Lock - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 20.00	Ntl Cntr For Safety - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
08/07/2023	ACH	US Bank Pcard	Library	$ 2.24	The Daily Interlake - PCard
08/07/2023	ACH	US Bank Pcard	P.W. Admin	$ 376.04	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	P.W. Admin	$ 15.99	Amzn Mktp Us*2I8Lu9Le3 Am - PCard
08/07/2023	ACH	US Bank Pcard	P.W. Admin	$ 27.97	Amzn Mktp Us*Es20C4Ce3 - PCard
08/07/2023	ACH	US Bank Pcard	P.W. Admin	$ 17.49	Costco Whse #0069 - PCard
08/07/2023	ACH	US Bank Pcard	P.W. Admin	$ 6.25	Dollar Tree - PCard
08/07/2023	ACH	US Bank Pcard	P.W. Admin	$ 39.70	Wal-Mart #2923 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 747.50	A & I Distributors - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 62.11	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 49.99	Amazon.Com*5K6Og96Y3 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 489.80	American Air0012463919944 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 509.80	American Air0012464622577 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 726.00	American Swing Products, - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 14.51	Amzn Mktp Us*2R2Qc60V3 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 1,515.80	Amzn Mktp Us*J61Xh8Nr3 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 30.97	Amzn Mktp Us*Zr7D25603 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 24.95	Archie Cochrane Ford - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 53.50	Archie Cochrane Ford - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 23.99	Autozone #3772 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 91.71	Billings - Tacoma Screw P - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 191.76	Billings - Tacoma Screw P - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 352.47	Billings - Tacoma Screw P - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ (5.01)	Border States Industries - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ (209.06)	Bruco Inc - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 209.06	Bruco Inc - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 58.68	C & B Operations Llc - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 109.71	C & B Operations Llc - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 209.77	C & B Operations Llc - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 447.22	C & B Operations Llc - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 2,678.15	C & B Operations Llc - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 165.00	Cab Store Billings, Mt - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 17.00	Chuck E Cheese #209 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 17.00	Chuck E Cheese #209 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 212.00	Cy-Corp Trailer - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 38.00	Dxp Enterprises - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 271.85	Dxp Enterprises - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 9.99	Evergreen Ace Hardware - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 47.95	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 65.45	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 68.70	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 97.56	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 222.05	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 249.16	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 410.88	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 59.99	Harbor Freight Tools 207 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 239.02	Harvest Tech-Billings - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 9.98	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 17.98	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 219.98	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 129.56	Interstate Battery Of The - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 171.80	Kb Commercial Products - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 36.28	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 57.96	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 59.56	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 67.47	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 68.22	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 82.96	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 13.49	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 16.98	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 19.99	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 22.99	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 68.47	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 241.39	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 148.00	Lisacs Billingstire Sp - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 19.96	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 31.96	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 41.98	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 77.85	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 84.98	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 146.40	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 28.69	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 85.24	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 92.87	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 98.13	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 101.85	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 138.16	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 139.36	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 207.60	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 207.60	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 231.20	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 296.98	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 318.56	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 420.83	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 560.71	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 621.92	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 811.69	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 927.57	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 962.27	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 65.04	Napa Store 3547001 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 69.37	Napa Store 3547001 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 358.09	Napa Store 3547001 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 404.64	Northland Automotive - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 992.92	Northland Automotive - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 155.08	Northwest Industrial Supp - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 364.27	Northwest Pipe Fittings - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 645.00	Nrpa Operating - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 645.00	Nrpa Operating - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 71.97	Office Depot #450 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 109.95	Rdoce Bil 020112 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 239.00	Rei #198 Billings - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 104.92	Sams Club #4805 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 63.99	Sherwin Williams 703203 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 150.94	Sherwin Williams 703203 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 219.80	Sherwin Williams 703203 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 720.00	Sherwin Williams 703203 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 99.99	Shipton'S Big R Heights - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 207.94	Shipton'S Big R West - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 137.90	Snappyduds - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 176.48	Sq *Pc&C - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 25.77	Staples Direct - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 25.89	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 94.83	The Home Depot 3101 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 25.00	Tire Rama 105 It - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 245.00	Tire Rama 105 It - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 25.50	West End Lock And Secur - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 94.50	West End Lock And Secur - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 26.98	Wm Supercenter #2923 - PCard
08/07/2023	ACH	US Bank Pcard	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
08/07/2023	ACH	US Bank Pcard	Parking	$ 8.99	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Parking	$ 11.79	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Parking	$ 46.36	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Parking	$ 35.00	Amzn Mktp Us*9V0J402U3 - PCard
08/07/2023	ACH	US Bank Pcard	Parking	$ 140.00	Amzn Mktp Us*Rk1Gw3B63 - PCard
08/07/2023	ACH	US Bank Pcard	Parking	$ 311.88	Econo Print - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Parking	$ 89.47	Office Depot #450 - PCard
08/07/2023	ACH	US Bank Pcard	Parking	$ 64.99	Scheels Billings - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 40.30	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 13.49	Evergreen Ace Hardware - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 22.94	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 741.91	In *Canyon Creek Nursery - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 106.44	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 100.00	Knife River 5601 - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 53.96	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 85.62	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 241.05	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 259.40	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 265.80	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 272.40	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 293.66	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 349.02	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 349.03	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 154.10	Mountain Supply - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 240.00	Northwest Seed-Billings - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 19.45	Yellowstone Valley Elect - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 20.35	Yellowstone Valley Elect - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 38.89	Yellowstone Valley Elect - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 40.79	Yellowstone Valley Elect - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 148.70	Yellowstone Valley Elect - PCard
08/07/2023	ACH	US Bank Pcard	Parks Maint	$ 217.18	Yellowstone Valley Elect - PCard
08/07/2023	ACH	US Bank Pcard	PD Program	$ 886.23	Marriott Sawgrass Reso - PCard
08/07/2023	ACH	US Bank Pcard	PD Program	$ 704.72	Marriott Sawgrass Reso - PCard
08/07/2023	ACH	US Bank Pcard	Phone System	$ 11.84	Amzn Mktp Us*7N5Cp8T33 - PCard
08/07/2023	ACH	US Bank Pcard	Phone System	$ 8.00	Amzn Mktp Us*G74318Cx3 Am - PCard
08/07/2023	ACH	US Bank Pcard	Phone System	$ 15.99	Amzn Mktp Us*Lj9Ay85B3 Am - PCard
08/07/2023	ACH	US Bank Pcard	Planning	$ 1,407.48	Airbnb Hmk42Eqcpp - PCard
08/07/2023	ACH	US Bank Pcard	Planning	$ 7.48	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Planning	$ 57.00	American Water Technol - PCard
08/07/2023	ACH	US Bank Pcard	Planning	$ 17.16	Facebk Fwvb2Pxv92 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Planning	$ 241.95	Jimmy Johns - 1646 - E - PCard
08/07/2023	ACH	US Bank Pcard	Planning	$ 153.19	Kelley Connect - PCard
08/07/2023	ACH	US Bank Pcard	Planning	$ 87.78	Samsclub.Com - PCard
08/07/2023	ACH	US Bank Pcard	Planning	$ 104.00	The Rubber Stamp Shop, - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 616.68	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 1,735.10	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 2,844.10	4Te*Alarm Services - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 2,071.53	Airbnb Hmdd5Demkx - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 15.92	Albertsons #0630 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 21.98	Albertsons 3367 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 40.26	Allianz Travel Ins - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 12.80	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 12.80	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 13.05	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 13.05	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 13.30	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 13.30	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 13.55	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 14.30	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 17.30	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 26.07	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 26.10	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 381.19	Amazon.Com*Pm8W12K03 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 78.00	American Water Technol - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 185.98	Amzn Mktp Us*1E69O3Un3 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 29.99	Amzn Mktp Us*566075Y23 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 107.73	Amzn Mktp Us*847Q19I33 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 83.75	Amzn Mktp Us*Af79G7N33 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 200.94	Amzn Mktp Us*Ao8561Lp3 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 11.99	Amzn Mktp Us*G042K8Uy3 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 91.51	Amzn Mktp Us*Kq15038R3 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 128.01	Animal Care Equipment & - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 453.58	Animal Clinic Of Billings - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 488.00	Apco International Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 488.00	Apco International Inc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 488.00	Apco International Inc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 488.00	Apco International Inc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 1,675.00	Att*Court Order Chgs - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 732.72	B&H Photo 800-606-6969 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 99.99	Best Buy 00005926 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 285.00	Big Sky Communications 1 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 420.00	Big Sky Communications 1 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 199.80	Cab Store Billings, Mt - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 9.00	Cenex Zip Trip09910837 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 395.00	Center For Public Safety - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 17.93	Corporate Translate - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ (75.00)	Costco Whse #0069 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 108.93	Costco Whse #0069 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 119.40	Costco Whse #0069 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 264.60	Costco Whse #0069 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 596.40	Delta Air 0062127959634 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 484.00	Digicert - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 626.52	Econoprint - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 44.40	Exxon Helena 3 #1253 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 53.26	Exxon Townsend #1385 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 52.94	Exxon Uppy'S #59 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 41.99	Fbi Retail Sto12010070 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 302.91	Fbi Retail Sto12010070 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 2,175.00	Hanser Wrecker Company - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 30.65	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 153.46	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 233.60	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 264.02	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 266.98	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 525.83	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 7.99	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 935.19	Hilton Indianapolis - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 891.54	Hilton Indianapolis - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 891.54	Hilton Indianapolis - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 891.54	Hilton Indianapolis - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 1,050.90	Hyatt Hotels Centric - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 410.00	I/O Solutions, Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 141.46	Ideal Blasting Supply - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 495.00	In *Gps Commercial Cleani - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 2,247.00	In *National Tactical Off - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 95.44	In *Rugged Gear Llc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 158.94	Insight Public Sector - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 595.00	Inst. Of Police Tech & - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 595.00	Inst. Of Police Tech & - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 300.00	International Association - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 999.00	International Association - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 108.00	Jimmy Johns - 1646 - M - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 43.50	Jimmy Johns - 1646 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 159.47	Kb Commercial Products - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 21.47	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 10.40	Life Assist Inc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 55.25	Life Assist Inc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 1,199.00	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 2,475.00	Magnet Forensics Usa Inc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 55.00	National Academies Of Eme - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 749.00	Navigate360 Llc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 749.00	Navigate360 Llc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 25.53	Office Depot #1080 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 34.99	Office Depot #2135 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 41.97	Office Depot #450 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 113.35	Otc Brands Inc - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 100.91	Palace Adv Room Dep - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 483.96	Peavey Corp. - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 229.68	Positive Concepts - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 625.61	Primary Arms - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 100.00	Priority Dispatch Corp - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 465.00	Priority Dispatch Corp - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 465.00	Priority Dispatch Corp - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 465.00	Priority Dispatch Corp - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 465.00	Priority Dispatch Corp - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 695.00	Public Agency Training - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 27.86	Sams Club #4805 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 248.64	Sams Club #4805 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 20.00	Selbys - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 1,500.00	Sp Crash Data Group - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 233.50	Sp Safariland - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 304.00	Sq *National Tactical Off - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 1,824.00	Sq *National Tactical Off - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 911.80	Staybridge Suites - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 20.00	Sterling Volunteers - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 143.60	The Ups Store 2594 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 91.30	Tractor-Supply-Co #0303 - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 1,350.00	Triple I Solutions - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 62.30	Tritech Forensics - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 8.98	Ups*Billing Center - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 53.48	Ups*Billing Center - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 80.06	Ups*Billing Center - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 39.00	West End Lock And Secur - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 495.00	Wpy*Emerging Drug Trends - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 365.00	Wpy*Tritechforensics - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 365.00	Wpy*Tritechforensics - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 365.00	Wpy*Tritechforensics - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 736.00	Www.Iafc.Org - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 50.00	Www.Rocky.Edu - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 21.11	Yellowstone County Treas - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 40.00	Yellowstone Ice And Water - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 81.00	Yellowstone Ice And Water - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 200.00	Yellowstone Valley Animal - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 136.00	Zoll Medical Corp - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 291.17	Zoll Medical Corp - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 357.52	Zoll Medical Corp - PCard
08/07/2023	ACH	US Bank Pcard	Public Safety	$ 155.52	Zoom.Us 888-799-9666 - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 9.75	City Of Billings - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 382.43	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 102.97	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 29.38	Hose And Rubber Supply Bi - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 210.42	Hose And Rubber Supply Bi - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 5.97	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 17.76	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 68.30	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 69.98	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 367.09	Kleen Rite Corp - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 89.00	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 112.42	Montana Fence - Billings - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 1,820.83	Pactec - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 1,500.00	Pzg**Mt Dept Environ Q - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 41.16	Six Robblees No 6 - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 1,960.00	Six Robblees No 6 - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 2,132.00	Six Robblees No 6 - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 74.97	The Home Depot #3101 - PCard
08/07/2023	ACH	US Bank Pcard	Solid Waste	$ 21.12	Yellowstone County Treas - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 227.37	Amzn Mktp Us*Bf8Cr6Y93 - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 45.85	Awg 3575 - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 275.90	B W Allen Company, Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 184.13	City Of Billings - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 11.56	Evergreen Ace Hardware - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 426.69	Fastenal Company 01Mtbll - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 339.98	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 599.00	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 499.57	The Home Depot 3101 - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 324.00	West End Lock And Secur - PCard
08/07/2023	ACH	US Bank Pcard	Street/Traffic	$ 214.33	Yellowstone Valley Elect - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 28.00	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 70.55	A And H Turf And Specialt - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Transit	$ 155.74	Aaim - Services - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 54.99	Adobe *Creative Cloud - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 389.71	Air Controls-Billings - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 109.99	Albertsons #0047 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 72.40	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 73.64	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 105.24	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 289.40	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 33.76	Amazon.Com*0P7Q52Uv3 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 49.98	Amazon.Com*3Z4F12T03 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 229.99	Amazon.Com*8P9Yw5Xj3 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 55.94	Amazon.Com*Cz4003Pd3 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 73.26	Amazon.Com*Cz4003Pd3 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 28.58	Amazon.Com*Fo9984Rs3 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 1.98	Amazon.Com*Pw51L3Oy3 Amzn - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 7.19	Amzn Mktp Us*230Ad2Os3 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 31.98	Amzn Mktp Us*Ia5Gt9Hm3 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 30.06	Awg 3575 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 50.35	Awg 3575 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 20.56	Billings - Tacoma Screw P - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 48.46	Billings - Tacoma Screw P - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 51.45	Billings - Tacoma Screw P - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 142.00	Creative Monograms Smb - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 202.27	Econo Print - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 249.43	Econo Print - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 384.21	Edge Construction Supp - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 1,069.38	Edge Construction Supp - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 2,500.00	Edge Construction Supp - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 97.77	Grainger - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 750.00	Helm-Ford Diag Software - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 300.00	In *Cotter'S Sewer, Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 220.00	In *Yellowstone County On - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 1,275.74	It Straps On Inc - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 7.19	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Transit	$ 17.61	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 6.09	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 23.38	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 31.49	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 50.46	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 53.68	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 94.22	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 122.86	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 306.00	Lp Anderson - Point S, Dt - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 8.45	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 120.00	Midland Implement Co - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 3.69	Napa Store 3547001 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 7.42	Napa Store 3547001 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 13.05	Napa Store 3547001 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 34.19	Napa Store 3547001 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 201.62	Napa Store 3547001 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 16.52	Normont Equipment Co - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 91.00	Normont Equipment Co - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 34.12	Northwest Pipe Fittings - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 56.95	Office Depot #2135 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 1,416.06	Old Dominion Freight Lin - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 114.96	Pacific Steel Branch #02 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 276.00	Pacific Steel Branch #02 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 60.96	Sams Club #4805 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 6.56	Samsclub #4805 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 11.99	Shipton'S Big R East - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 24.98	Shipton'S Big R East - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 30.98	Shipton'S Big R East - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 65.00	Sprockets Machine & Weld - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 975.00	Sq *Mosaic Threads - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 552.50	Sq *Mosaic Threads - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 49.94	Tlf*Gainans Floral And Gi - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 26.70	Wm Supercenter #1956 - PCard
08/07/2023	ACH	US Bank Pcard	Transit	$ 30.90	Wm Supercenter #2923 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Transit	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 6.56	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 139.66	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 150.00	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 57.19	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 128.73	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 219.30	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 179.75	Amzn Mktp Us*H75J52Wu3 - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 143.96	Amzn Mktp Us*Kx8A07Z03 - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 47.50	Batteries+Bulbs #0253 - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 42.19	Billings - Tacoma Screw P - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 665.82	City Of Billings - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 83.93	Evergreen Ace Hardware - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 66.79	Galco- Moto - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 645.76	Galco- Moto - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 10.99	Harbor Freight Tools 207 - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 54.95	Harbor Freight Tools 207 - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 8.18	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 17.98	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 45.91	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 76.96	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 96.92	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 375.01	Hope Industrial Systems - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 2,625.39	Hope Industrial Systems - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 115.91	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 5.17	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 5.49	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 7.87	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 15.29	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 18.87	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 49.99	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 221.62	Mcmaster-Carr - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 1,496.60	Mcmaster-Carr - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 49.39	Midland Scientific - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 125.58	Midland Scientific - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 202.97	Midland Scientific - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 29.81	Motion Industries Mt01 - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 395.00	Paypal *Engineersup - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 1,702.01	Provantage - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 84.79	Purvis Industries 68 - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 1,011.28	Rsd - Billings#57 - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 44.77	Shipton'S Big R East - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 81.93	Shipton'S Big R East - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 127.90	Shipton'S Big R East - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 164.90	Sp Powder Mix Direct - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 165.00	Suncoastlearning.Com - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 86.00	Western Flag And Banner - PCard
08/07/2023	ACH	US Bank Pcard	Wastewater	$ 347.90	Yellowstone Ice And Water - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 19.70	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 209.48	360 Office Solutions Inc - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 0.92	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 7.25	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 42.08	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 150.00	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 170.66	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 174.70	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 229.00	A And H Turf And Specialt - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 59.00	Aaim - Services - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 171.57	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 210.45	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 328.94	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 386.17	Alsco Inc. - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ (750.00)	Amzn Mktp Us - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 539.25	Amzn Mktp Us*H75J52Wu3 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 159.96	Amzn Mktp Us*Kx8A07Z03 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 215.95	Amzn Mktp Us*Kx8A07Z03 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 47.50	Batteries+Bulbs #0253 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 13.06	Billings - Tacoma Screw P - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Water	$ 32.75	Billings - Tacoma Screw P - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 42.20	Billings - Tacoma Screw P - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 60.77	Billings - Tacoma Screw P - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 149.99	Billings Rv Inc - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 226.08	Bloedorn Lumber Co- Bi - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 391.00	Border States Industries - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 1,804.00	Buck'S Fabricating - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 18.51	Carquest 3103 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 1,580.00	Engineer Supply Llc - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 307.49	Fedex Offic16000016089 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 49.68	Fedex780462692654 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 1,448.64	Ge Analytical Instrument - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 2,011.50	Hach Company - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 39.50	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 292.20	Hanson Chemical - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 6.99	Heights Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 260.97	Idexx Distribution Inc - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 153.41	Kb Commercial Products - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 176.76	Kb Commercial Products - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 35.98	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 15.29	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 15.52	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 16.47	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 23.62	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 35.98	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 39.94	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 49.99	Kings Ace Hdwe - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 45.26	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 358.00	Lowes #00319* - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 1,752.87	Mcmaster-Carr - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 35.85	Northwest Scientific Inc - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 96.90	Northwest Scientific Inc - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 236.64	Northwest Scientific Inc - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 357.12	Northwest Scientific Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/07/2023	ACH	US Bank Pcard	Water	$ 13.79	Office Depot #1080 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 26.93	Office Depot #1080 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 73.36	Pacific Steel Branch #02 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 395.00	Paypal *Engineersup - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 365.00	Perkin Elmer - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 84.78	Purvis Industries 68 - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 69.00	Ratco Llc - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 95.49	Sigma Aldrich Us - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 8.70	Tvetene Turf Inc - PCard
08/07/2023	ACH	US Bank Pcard	Water	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/07/2023	863887	Vertiv Corp	IT Resources	$ 9,055.94	Annual Maintenance -UPS units (IT, Basement) 8/1/2023-7/31/2024
08/07/2023	863889	Voegele Acquisition	Street/Traffic	$ 3,898.57	early summer fertilizer application
08/07/2023	863889	Voegele Acquisition	Street/Traffic	$ 2,987.05	roundup application on right of way areas
08/07/2023	863889	Voegele Acquisition	Street/Traffic	$ 3,898.57	mid summer fertilizer
08/07/2023	863893	Ylwstn Val An Shelter	Public Safety	$ 27,025.00	city contract
08/07/2023	863895	Z Door & Glass	Public Safety	$ 2,684.00	Replaced tower door w/new drip cap to stop further damage
08/07/2023	863896	Zayo Group	Phone System	$ 2,950.83	Main Bill New Account # 330046 -IT
08/07/2023	863896	Zayo Group	Phone System	$ 89.95	Main Bill New Account # 330046 -IT

City Council Regular

Date:	09/11/2023
Title:	Payment of Claims for week of August 14, 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 $4,273,506.57 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 08142023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/14/2023	550	A & I Distributors	Fleet	$ 696.43	3951564
08/14/2023	550	A & I Distributors	Fleet	$ 1,636.26	3951564
08/14/2023	550	A & I Distributors	Fleet	$ 647.26	3951564
08/14/2023	550	A & I Distributors	Fleet	$ 155.47	3951564
08/14/2023	550	A & I Distributors	Fleet	$ 562.39	3951564
08/14/2023	550	A & I Distributors	Fleet	$ 1,026.82	3954149
08/14/2023	550	A & I Distributors	Fleet	$ 696.43	3954149
08/14/2023	550	A & I Distributors	Fleet	$ 818.14	3954149
08/14/2023	550	A & I Distributors	Fleet	$ 696.43	3959095
08/14/2023	550	A & I Distributors	Fleet	$ 1,636.26	3959095
08/14/2023	550	A & I Distributors	Fleet	$ 80.17	3959095
08/14/2023	550	A & I Distributors	Fleet	$ 16.53	3960110
08/14/2023	550	A & I Distributors	Fleet	$ 672.80	3960110
08/14/2023	550	A & I Distributors	Solid Waste	$ 1,650.00	330GAL DEF TOTE. Collections.
08/14/2023	550	A & I Distributors	Solid Waste	$ 825.00	330GAL DEF Tote. Landfill.
08/14/2023	863898	A+ Electric Motor	Wastewater	$ 32,231.46	Actuators for centrifude 1 & 2 feed gates, includes shipping
08/14/2023	863898	A+ Electric Motor	Wastewater	$ 6,829.36	Centrifuge back drive motor
08/14/2023	863898	A+ Electric Motor	Wastewater	$ 20,714.28	Emergency Repair - Due to Fire Damage
08/14/2023	863898	A+ Electric Motor	Wastewater	$ 2,344.00	motor rebuild
08/14/2023	863900	Aerzen USA Corp	Wastewater	$ 3,216.22	Inlet Filter Element- Intake filters for
08/14/2023	863901	Air Science USA	Public Safety	$ 760.00	ASTM-001GP Plus main filter
08/14/2023	863901	Air Science USA	Public Safety	$ 620.00	ASTM-001HGP Plus filter
08/14/2023	863901	Air Science USA	Public Safety	$ 620.00	ASTM-030HEPA filter
08/14/2023	863901	Air Science USA	Public Safety	$ 1,050.00	ASTM-200-001GP/HEPA multilayered filter
08/14/2023	863901	Air Science USA	Public Safety	$ 540.00	ASTM-PRF Pre-filter, pack of 6
08/14/2023	863901	Air Science USA	Public Safety	$ 240.00	ASTS-001GP Plus filter
08/14/2023	863901	Air Science USA	Public Safety	$ 295.00	ASTS-030HEPA filter
08/14/2023	863901	Air Science USA	Public Safety	$ 135.00	ASTS-PRF Pre-filter, pack of 6
08/14/2023	863901	Air Science USA	Public Safety	$ 365.00	Shipping
08/14/2023	863901	Air Science USA	Public Safety	$ 980.00	SPM-001FRDMain carbon filter
08/14/2023	863901	Air Science USA	Public Safety	$ 1,120.00	SPM-030FRDHEPA filter
08/14/2023	863901	Air Science USA	Public Safety	$ 270.00	SPM-DOOR-PRFDoor Pre-filter, pack of 6
08/14/2023	863901	Air Science USA	Public Safety	$ 170.00	SPM-PRFMain pre-filter, pack of 6
08/14/2023	863907	Apsco	Wastewater	$ 3,471.42	grit auger parts

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/14/2023	863909	ArchiveSocial	IT Resources	$ 5,988.00	Archive Standard 3.5KR package 9/1/23-8/31/24
08/14/2023	863910	Askin Const	Gas Tax	$ 256,698.66	WO 22-07 Mullowney Lane Improvements; 5 WO2207 Askin Const
08/14/2023	863910	Askin Const	SID Const	$ 105,921.59	SID 1419 Charles Street Improvements; Payment 2
08/14/2023	863910	Askin Const	Sidewalk Const	$ 33,066.25	WO 22-07 Mullowney Lane Improvements; 5 WO2207 Askin Const
08/14/2023	863910	Askin Const	St Maint Dist	$ 70,132.40	SID 1419 Charles Street Improvements; Payment 2
08/14/2023	863910	Askin Const	St Maint Dist	$ 28,522.08	WO 22-07 Mullowney Lane Improvements; 5 WO2207 Askin Const
08/14/2023	863910	Askin Const	Wastewater	$ 10,085.25	SID 1419 Charles Street Improvements; Payment 2
08/14/2023	863910	Askin Const	Water	$ 438,059.91	SID 1419 Charles Street Improvements; Payment 2
08/14/2023	863911	ATS Inland NW	Airport	$ 714.00	FY23 Energy Management Services - QTA
08/14/2023	863911	ATS Inland NW	Airport	$ 3,079.00	FY23 Energy Management Services - Terminal
08/14/2023	863913	Beartooth Enviro	Solid Waste	$ 15,349.07	Drummed and bulk waste disposal
08/14/2023	863917	Billings Depot	Engineering	$ 15,177.22	Depot September Rent
08/14/2023	863919	Bradford Roof	Stillwater Const	$ 1,541.20	Install 4 pitch pans around 4" electrical conduit at Stillwater Building
08/14/2023	863919	Bradford Roof	Airport	$ 1,959.09	Invoice #2023 217. Roof Repairs
08/14/2023	863920	Brenntag Pacific	Wastewater	$ 6,252.50	Chemical Supplies
08/14/2023	863937	Colstrip Electric	Wastewater	$ 80,673.12	WO 21-31 WRF UF Electrical Improvements; Payment 1
08/14/2023	863938	ComDev Refunds	Wastewater	$ 5,760.00	PUD Project WO2397 - 4310 Sate Ave 6" co
08/14/2023	863942	Cop Const	Wastewater	$ 14,000.00	Cherry Hills Sewer Trench Settlement
08/14/2023	863948	Cummins- Rocky Mt	Solid Waste	$ 842.94	38-83551
08/14/2023	863948	Cummins- Rocky Mt	Solid Waste	$ 1,685.88	38-83551
08/14/2023	863950	Dakota Supply	Water	$ 1,729.00	#6 VALVE BOX BASE (TY381525) P/N: 36185
08/14/2023	863950	Dakota Supply	Water	$ 131.01	1" STIFFENERS - CTS PE INSERTS SS P/N: 6133T1
08/14/2023	863950	Dakota Supply	Water	$ 65.50	1" STIFFENERS - CTS PE INSERTS SS P/N: 6133T1
08/14/2023	863950	Dakota Supply	Water	$ 1,572.16	12" X 15" SH CI-FC REPAIR CLAMP - F1-1350 X 15-SH
08/14/2023	863950	Dakota Supply	Water	$ 45.12	2" CTS STIFFENER 1-1/2" PEP
08/14/2023	863950	Dakota Supply	Water	$ 2,350.07	20" HYMAX COUPLING
08/14/2023	863950	Dakota Supply	Water	$ 2,040.92	3/4" CURB VALVE - COMPRESSION-MINNEAPOLIS P/N: 36923
08/14/2023	863950	Dakota Supply	Water	$ 154.40	3/4" STIFFENERS - CTS PE INSERTS SS
08/14/2023	863950	Dakota Supply	Water	$ 61.76	3/4" STIFFENERS - CTS PE INSERTS SS P/N: 6133T34
08/14/2023	863950	Dakota Supply	Water	$ 342.59	8" CLAY X PVC BANDED COUPLING - FLEX SEAL (02-88ARC 8")
08/14/2023	863950	Dakota Supply	Water	$ 56.56	BLACK NIPPLE 1-1/4" X 10"
08/14/2023	863950	Dakota Supply	Water	$ 103.17	BLACK NIPPLE 1-1/4" X 4-1/2"
08/14/2023	863950	Dakota Supply	Water	$ 922.84	saddles for water services
08/14/2023	863950	Dakota Supply	Water	$ 1,686.00	SUPER HIGH HEAT DRAIN OPENER -- 5GAL PAILSND-66 CAUSTIC

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/14/2023	863950	Dakota Supply	Water	$ 1,415.70	valve and bolts for water main valve rep
08/14/2023	863952	Data Imaging System	Building	$ 4,924.27	scanning project
08/14/2023	863952	Data Imaging System	Facilities	$ 212.00	65 gallon bins of document shredding
08/14/2023	863952	Data Imaging System	General	$ 1,968.39	Scanning of SID Boxes 8-12 & 25
08/14/2023	863953	Dell Computer	General	$ 2,054.87	Dell Latitude, i7, 16GB RAM, 1TB SSD, Dock, Sound bar, 2-24" Monitors
08/14/2023	863953	Dell Computer	P.W. Admin	$ 1,110.79	Dell OptiPlex 7010 ,i7 processor, 16GB RAM, 1TB SSD
08/14/2023	863953	Dell Computer	Solid Waste	$ 2,055.30	Dell Latitude 5540, i7, 16GB RAM, 1TB SSD, Dock, 2-24" Monitors, sound bar
08/14/2023	863955	Dezurik	Wastewater	$ 2,636.00	Valves for PD
08/14/2023	863956	Dick Anderson Const	Stillwater Const	$ 985,079.22	Inv. 3400-7 City of Billings Law and Justice Center/City Hall Remodel
08/14/2023	863956	Dick Anderson Const	Water	$ 25,173.00	WO 19-12 West End Reservoir Project, GC/CM Preconstruction
08/14/2023	863957	Dixie Petro-Chem	Water	$ 18,787.20	Chlorine For ProcessWTP
08/14/2023	863957	Dixie Petro-Chem	Water	$ (2,694.00)	correction for credit in Year 2018
08/14/2023	863957	Dixie Petro-Chem	Water	$ (898.00)	Credit from year 2018, to correct initia
08/14/2023	863959	DOWL	Gas Tax	$ 6,375.00	WO 23-50 Gabel Road Hogan Slough Culvert Replacement; Payment 2
08/14/2023	863959	DOWL	Storm Sewer	$ 6,375.00	WO 23-50 Gabel Road Hogan Slough Culvert Replacement; Payment 2
08/14/2023	863959	DOWL	Tax Incrmnt N27	$ 41,696.00	WO 23-11 Downtown 2-Way Street Conversion; Payment 8
08/14/2023	863961	Dustbusters	Street/Traffic	$ 12,047.64	inv#77092dustgard used for gravel streets
08/14/2023	863962	Earth Movers	Storm Sewer	$ 9,823.50	WO 23-17 Schedule II-Cook Ave & 29th St W Improvements-Storm Drain
08/14/2023	863963	EBMS	City Ins Fund	$ 1,045.00	Billings for September 1, 2023
08/14/2023	863963	EBMS	City Ins Fund	$ 34,503.78	Billings for September 1, 2023
08/14/2023	863963	EBMS	City Ins Fund	$ 64,021.47	Billings for September 1, 2023
08/14/2023	863963	EBMS	City Ins Fund	$ 1,365.00	Billings for September 1, 2023
08/14/2023	863963	EBMS	City Ins Fund	$ 1,890.00	Billings for September 1, 2023
08/14/2023	863963	EBMS	City Ins Fund	$ 5,949.45	Billings for September 1, 2023
08/14/2023	863963	EBMS	Payroll Clearing	$ 12,065.22	Billings for September 1, 2023
08/14/2023	863969	FlashParking	Parking	$ 1,282.13	Magnetic Gate Column, added cost of 10'X84" Articulating Arm
08/14/2023	863969	FlashParking	Parking	$ 109.90	Inv. 959794 Credit Card Transaction July 2023; Mobile payment - July 2023
08/14/2023	863969	FlashParking	Parking	$ 21.70	Inv. 959814 Mobile Payment July 2023 Empire Garage
08/14/2023	863969	FlashParking	Parking	$ 3,110.38	Inv. 962016 AVI Hang Tag Transcore FC 7: 1200-1299 Yellow Stripes
08/14/2023	863969	FlashParking	Parking	$ 4,000.00	Magnetic Gate Column for Gate Damage to 7/29/2022
08/14/2023	863971	Gallagher Benefits	City Ins Fund	$ 15,000.00	Consulting services provided on the 2023 GASB Valuation through July 2023
08/14/2023	863974	Guardian Security	Library	$ 9,893.27	1006 July 2023
08/14/2023	863975	Hach Company	Wastewater	$ 2,906.50	Instrument repair services.
08/14/2023	863978	Hawkins	Water	$ 29,752.80	Chlorine for Process

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/14/2023	863978	Hawkins	Water	$ 29,739.28	Coagulant for Process PW WTP
08/14/2023	863978	Hawkins	Water	$ 29,658.13	PW-WTP Coagulant for Process
08/14/2023	551	HDR	Engineering	$ 127.00	WO 20-33 Public Works GIS Services,; Payment 42
08/14/2023	551	HDR	Light Maint	$ 32.87	WO 20-33 Public Works GIS Services, ; Payment 42
08/14/2023	551	HDR	P.W. Admin	$ 362.68	WO 20-33 Public Works GIS Services,; Payment 42
08/14/2023	551	HDR	Solid Waste	$ 147.91	WO 20-33 Public Works GIS Services,; Payment 42
08/14/2023	551	HDR	Storm Sewer	$ 404.14	WO 20-33 Public Works GIS Services, Payment 42
08/14/2023	551	HDR	Street/Traffic	$ 497.89	WO 20-33 Public Works GIS Services, ; Payment 42
08/14/2023	551	HDR	Wastewater	$ 543.84	WO 20-33 Public Works GIS Services, Payment 42
08/14/2023	551	HDR	Water	$ 1,618.81	WO 20-33 Public Works GIS Services, Payment 42
08/14/2023	551	HDR	Water	$ 502.79	WO 23-19 High Service Pump Station Piping Modifications; Payment 7
08/14/2023	863981	Highmark Traffic	Airport	$ 68,251.99	Restripe Runway 10L/28R
08/14/2023	863982	Iaff	Payroll Clearing	$ 5,663.08	Payroll Summary
08/14/2023	863984	InfoSend	P.W. Admin	$ 13,904.75	services for 07/10/2023-07/31/2023
08/14/2023	863984	InfoSend	P.W. Admin	$ 3,482.85	services for 07/10/2023-07/31/2023
08/14/2023	863986	Invoice Cloud	Building	$ 137.76	Invoice Cloud Service Fees for July 2023
08/14/2023	863986	Invoice Cloud	Parking	$ 416.86	Invoice Cloud Service Fees for July 2023
08/14/2023	863986	Invoice Cloud	Solid Waste	$ 9,034.02	Invoice Cloud Service Fees for July 2023
08/14/2023	863986	Invoice Cloud	Wastewater	$ 9,514.85	Invoice Cloud Service Fees for July 2023
08/14/2023	863986	Invoice Cloud	Water	$ 13,494.25	Invoice Cloud Service Fees for July 2023
08/14/2023	863987	Jacobs Eng Group	Wastewater	$ 12,213.25	WO 23-23 Briarwood H2S Mitigation.
08/14/2023	552	Joe Johnson Equip	Fleet	$ 310.00	1004
08/14/2023	552	Joe Johnson Equip	Street/Traffic	$ 313,088.00	2023 Broombear sweeper
08/14/2023	552	Joe Johnson Equip	Street/Traffic	$ (10,000.00)	trade unit 0226 crosswind from solid waste
08/14/2023	863991	Johnson,Laffen,Galloway	Stillwater Const	$ 34,836.63	Inv. 21379-20 for professional services for the period ending 7/31/2023
08/14/2023	863992	K2 Civil Inc	Solid Waste	$ 202,906.69	WO 20-46 Landfill Compost Facility-Schedule 1; Payment 3
08/14/2023	863997	Kingsley Co	Library	$ 5,438.00	Book return for Lockwood locker
08/14/2023	863998	Kittelson & Assoc	Planning	$ 13,772.15	INV 01377962023 Safe Streets For All
08/14/2023	863999	Knife River	Tax Incrmnt S	$ 89,979.99	WO 21-42 SBURA Gravel Streets, Phase I; Payment 7 Final
08/14/2023	863999	Knife River	Water	$ 0.01	add .01 to match invoice
08/14/2023	863999	Knife River	Water	$ 22,215.59	CRUSHED GRAVEL 3/4"---1-1 - /2TON = 1 YARD
08/14/2023	863999	Knife River	Water	$ 29,094.80	CRUSHED GRAVEL 3/4"---1-1 - /2TON = 1 YARD
08/17/2023	864104	Laurel Chevrolet	Wastewater	$ 23,883.50	Chevy Silverado PU
08/17/2023	864104	Laurel Chevrolet	Water	$ 23,883.50	Chevy Silverado PU

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/14/2023	864003	Laurel Ford	Wastewater	$ 23,883.50	2024 Chevrolet Silverado HD2500 Regular Cab Pickup
08/14/2023	864003	Laurel Ford	Water	$ 23,883.50	2024 Chevrolet Silverado HD2500 Regular Cab Pickup
08/14/2023	864019	MDEQ	Solid Waste	$ 34,455.50	Annual Solid Waste Management System License Certificate fee. FY2024
08/14/2023	864012	Mead & Hunt	Airport	$ 8,115.00	Amendment 2 to the Master Agreement. Air Service Consulting Services
08/14/2023	864021	MFPE	Payroll Clearing	$ 2,693.88	Payroll Summary
08/14/2023	864015	Midland Implement	Street/Traffic	$ 15,103.55	hunter irrigation clock pedestals
08/14/2023	864022	Montana Lines	Arterial Streets	$ 13,980.12	WO 22-29 24th St West Signal Conduit Upgrade; Payment 4 Final
08/14/2023	864025	MPPA	Payroll Clearing	$ 3,835.51	Payroll Summary
08/14/2023	864069	MT- Bldg Codes Bureau	Building	$ 4,619.00	State Education Assessment Fund 1st Half 2023
08/14/2023	864017	MT CSED	Payroll Clearing	$ 3,940.39	Payroll Summary
08/14/2023	864026	MT Dept Rev-CGR10	Solid Waste	$ 2,049.56	WO 20-46 Landfill Compost Facility-Schedule 1; payment 3
08/14/2023	864026	MT Dept Rev-CGR11	Wastewater	$ 1,151.64	WO 19-21: WRF Influent Lift Station; Payment 9
08/14/2023	864026	MT Dept Rev-CGR12	Stillwater Const	$ 9,950.30	3400-7 City of Billings Law and Justice Center/City Hall Remodel
08/14/2023	864026	MT Dept Rev-CGR13	SID Const	$ 1,069.91	SID 1419 Charles Street Council Action; Payment 2
08/14/2023	864026	MT Dept Rev-CGR14	St Maint Dist	$ 708.41	SID 1419 Charles Street Council Action; Payment 2
08/14/2023	864026	MT Dept Rev-CGR15	St Maint Dist	$ 288.10	WO 22-07 Mullowney Lane Improvements; 5 WO2207 Askin Const
08/14/2023	864026	MT Dept Rev-CGR16	Wastewater	$ 101.87	SID 1419 Charles Street Council Action; Payment 2
08/14/2023	864026	MT Dept Rev-CGR17	Sidewalk Const	$ 334.00	WO 22-07 Mullowney Lane Improvements; 5 WO2207 Askin Const
08/14/2023	864026	MT Dept Rev-CGR18	Water	$ 4,424.85	SID 1419 Charles Street Council Action; Payment 2
08/14/2023	864026	MT Dept Rev-CGR2	Street/Traffic	$ 1,757.00	painting of 11 roundabouts 1% with held
08/14/2023	864026	MT Dept Rev-CGR3	Park Dist 1	$ 531.59	invoice 51452; business tax on Northwest Playground (rose spray feature)
08/14/2023	864026	MT Dept Rev-CGR4	Airport	$ 689.41	Restripe Runway 10L/28R
08/14/2023	864026	MT Dept Rev-CGR5	Arterial Streets	$ 141.21	WO 22-29 24th St West Signal Conduit Upgrade; payment 4 Final
08/14/2023	864026	MT Dept Rev-CGR6	Gas Tax	$ 2,592.92	WO 22-07 Mullowney Lane Improvements; 5 WO2207 Askin Const
08/14/2023	864026	MT Dept Rev-CGR7	Tax Incrmnt S	$ 908.87	WO 21-42 SBURA Gravel Streets, Phase I; Payment 7 Final
08/14/2023	864026	MT Dept Rev-CGR8	Water	$ 186.98	WO 23-43 Water Service Repairs; WO2343 Sunset Pmt 3
08/14/2023	864026	MT Dept Rev-CGR9	Wastewater	$ 814.88	WO 21-31 CEI Electrical Contractors Council Action Contract; Payment 1
08/14/2023	864024	MT State Firemen	Payroll Clearing	$ 5,230.96	Payroll Summary
08/14/2023	864032	NorthWestern Energy	Airport	$ 15.11	0712534-7. Gate 16 Light. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 169.10	0712535-4. Employee Parking. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 23.75	0712791-3. Gate 16. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 23.13	0712795-4. Gate 17. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 20.09	0712797-0. Gate 9. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 6.00	0712805-1. IP-10. July 2023

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08/14/2023	864032	NorthWestern Energy	Airport	$ 7.21	0712813-5. Burn Pit. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 20.69	0719759-3. Gate 12. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 76.27	0719760-1. Gate 14. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 24.05	0719761-9. Gate 15. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 20.69	0719762-7. Gate 13. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 22.21	0720296-3. Gate 29. July 2023
08/14/2023	864032	NorthWestern Energy	Airport	$ 20.10	2114868-9. Runway Weather System. July 2023
08/14/2023	864032	NorthWestern Energy	Building	$ 21.46	1569631-3
08/14/2023	864032	NorthWestern Energy	Facilities	$ 6.00	3866815-8
08/14/2023	864032	NorthWestern Energy	Facilities	$ 183.04	3922089-2
08/14/2023	864032	NorthWestern Energy	General	$ 964.21	0712538-8
08/14/2023	864032	NorthWestern Energy	Library	$ 12,364.57	3039007-4 Library electricity July 2023
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.15	0722253-2
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.00	0722258-1
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 13.72	0722259-9
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 10.48	0722272-2
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 77.30	0722273-0
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 10.24	0722274-8
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 100.91	0722275-5
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 36.04	0722278-9
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 15.11	0722279-7
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.15	0722280-5
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.15	0722281-3
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.15	0722283-9
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.15	0722284-7
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 15.11	0722808-3
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 9.82	0722852-1
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 8.78	0722862-0
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 52.97	0722901-6
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.61	0722976-8
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 273.48	0722995-8
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 95.29	0723005-5
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.15	0723025-3
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 20.16	0723039-4

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08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 19.47	0723049-3
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 20.91	0723064-2
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 20.91	0723065-9
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 4.32	0723391-9
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 117.53	0723884-3
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 20.91	0723887-6
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 48.08	0813489-2
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 27.57	0978917-3
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 69.18	0999807-1
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.46	1230066-1
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.15	1588262-4
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 18.76	1849408-8
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 31.66	1904944-4
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 40.82	1941243-6
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 67.22	3241436-9
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 13.94	3771457-3
08/14/2023	864032	NorthWestern Energy	Park Dist 1	$ 315.68	4086220-3
08/14/2023	864032	NorthWestern Energy	Parking	$ 91.53	3835890-9
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.99	0722272-2
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.15	0723384-4
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.00	0723385-1
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.00	0723386-9
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.00	0723388-5
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 2.89	0723391-9
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 7.08	0723393-5
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.15	0723394-3
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.15	0723395-0
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.15	0723396-8
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.15	0723397-6
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.15	0723398-4
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.15	0723835-5
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 8.78	0723836-3

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08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.30	0723840-5
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 195.44	0723879-3
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 6.92	0723883-5
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 7.22	0881455-0
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 40.93	1045813-1
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 1.11	1265177-4
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 77.75	1513796-1
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 130.48	1513800-1
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 9.06	1513802-7
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 9.38	1513804-3
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 7.54	1514388-6
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 0.96	1948667-9
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 1.12	2041362-1
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 5.18	2055817-7
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 16.09	3707234-5
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 25.64	3707235-2
08/14/2023	864032	NorthWestern Energy	Parks Maint	$ 23.84	3707236-0
08/14/2023	864032	NorthWestern Energy	Public Safety	$ 8.61	0712532-1
08/14/2023	864032	NorthWestern Energy	Public Safety	$ 663.01	0720817-6
08/14/2023	864032	NorthWestern Energy	Public Safety	$ 2,156.45	1183483-5
08/14/2023	864032	NorthWestern Energy	Radio	$ 225.72	1006915-1
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 7.98	0855404-0
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 28.31	1045820-6
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 7.22	2047000-1
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 8.30	2047007-6
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 7.98	2047010-0
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 7.08	2047011-8
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 7.67	2047013-4
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 7.83	2047017-5
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 7.21	2047019-1
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 40.49	3088038-9
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 0.96	3590004-2
08/14/2023	864032	NorthWestern Energy	Street/Traffic	$ 32.77	3648861-7
08/14/2023	864032	NorthWestern Energy	Wastewater	$ 145.40	0723383-6

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08/14/2023	864032	NorthWestern Energy	Wastewater	$ 410.77	0723878-5
08/14/2023	864032	NorthWestern Energy	Wastewater	$ 159.25	389 62nd St Lift Entrance...July 2023
08/14/2023	864032	NorthWestern Energy	Water	$ 1,644.53	0100478-7
08/14/2023	864032	NorthWestern Energy	Water	$ 6.00	0722249-0
08/14/2023	864032	NorthWestern Energy	Water	$ 6,334.72	0722270-6
08/14/2023	864032	NorthWestern Energy	Water	$ 21.00	1160807-2
08/14/2023	864032	NorthWestern Energy	Water	$ 55.36	1346673-5
08/14/2023	864032	NorthWestern Energy	Water	$ 15.79	1867265-9
08/14/2023	864032	NorthWestern Energy	Water	$ 882.55	5809 Canyonwoods Dr
08/14/2023	864032	NorthWestern Energy	Water	$ 601.70	805 Constitution Ave.
08/14/2023	864031	NW Playground Equip	Park Dist 1	$ 52,627.66	invoice 51452 payment minus tax; replace and install new spray equipment
08/14/2023	864034	OCLC	Library	$ 12,254.82	1000323277 Group contract, 7/2023 - 6/2024
08/14/2023	864039	Perform Eng & Consult	Wastewater	$ 4,482.50	WO 23-07 Monad Rd Sewer Extension; Payment 11
08/14/2023	864040	PerkinElmer	Water	$ 11,166.50	Repair Atomic Absorption spectrophotometer
08/14/2023	864043	Polydyne Inc	Wastewater	$ 5,096.00	Flosperse 30S
08/14/2023	864044	Power Service Inc	Wastewater	$ 6,780.55	Atlas Copco Compressor Maint
08/14/2023	864048	Public Utilities	Airport	$ 24,454.52	136516
08/14/2023	864048	Public Utilities	Airport	$ 83.65	250828-Alpine Air-Maintenance
08/14/2023	864048	Public Utilities	Airport	$ 116.81	250831-Zone Dispatch-IP6 & IP7
08/14/2023	864048	Public Utilities	Airport	$ 58.00	250832-Corp Air/Alpine
08/14/2023	864048	Public Utilities	Airport	$ 208.32	250834-QTA
08/14/2023	864048	Public Utilities	Airport	$ 104.16	250836-West End T-Hangars
08/14/2023	864048	Public Utilities	Airport	$ 141.65	250840-Edwards Jet Center West
08/14/2023	864048	Public Utilities	Airport	$ 109.02	250842-Executive Hangars
08/14/2023	864048	Public Utilities	Airport	$ 7.79	250842-Executive Hangars USDA APHIS
08/14/2023	864048	Public Utilities	Airport	$ 176.15	250843-Airfield Maintenance Compactor
08/14/2023	864048	Public Utilities	Airport	$ 140.92	250845-Airfield Maintenance
08/14/2023	864048	Public Utilities	Airport	$ 366.14	250847-UPS Gate 21
08/14/2023	864048	Public Utilities	Airport	$ 116.00	250848-Edwards Jet Center 1871 Aviation Place
08/14/2023	864048	Public Utilities	Airport	$ 116.81	250849-Rocky Mountain College-EJC
08/14/2023	864048	Public Utilities	Airport	$ 141.65	250850-US Postal Service Gate 15
08/14/2023	864048	Public Utilities	Airport	$ 166.22	250851-Edwards Jet Center 1691 Aviation Place
08/14/2023	864048	Public Utilities	Airport	$ 83.11	250853-Aerotronics
08/14/2023	864048	Public Utilities	Airport	$ 141.65	250854-Marchi Hangar

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08/14/2023	864048	Public Utilities	Airport	$ 70.88	250855-Marchi Office
08/14/2023	864048	Public Utilities	Airport	$ 116.81	250857-MT State Lands DEQ/DNRC
08/14/2023	864048	Public Utilities	Airport	$ 116.81	250858-Billings Fire Center-BLM
08/14/2023	864048	Public Utilities	Airport	$ 58.00	250859-TSA
08/14/2023	864048	Public Utilities	Facilities	$ 915.80	158260
08/14/2023	864048	Public Utilities	Park Dist 1	$ 116.81	255552
08/14/2023	864048	Public Utilities	Parking	$ 95.53	102086
08/14/2023	864048	Public Utilities	Parks Maint	$ 16.04	136113
08/14/2023	864048	Public Utilities	Parks Maint	$ 65.16	148702
08/14/2023	864048	Public Utilities	Parks Maint	$ 1,044.62	166674
08/14/2023	864048	Public Utilities	Parks Maint	$ 9.90	260404
08/14/2023	864048	Public Utilities	Street/Traffic	$ 963.30	180332
08/14/2023	864048	Public Utilities	Street/Traffic	$ 1,273.94	180334
08/14/2023	864048	Public Utilities	Street/Traffic	$ 681.06	181505
08/14/2023	864048	Public Utilities	Street/Traffic	$ 88.42	243346
08/14/2023	864048	Public Utilities	Street/Traffic	$ 673.03	259589
08/14/2023	864048	Public Utilities	Street/Traffic	$ 1,255.13	259590
08/14/2023	864048	Public Utilities	Street/Traffic	$ 444.85	261854
08/14/2023	864048	Public Utilities	Street/Traffic	$ 919.43	271609
08/14/2023	864048	Public Utilities	Wastewater	$ 9.90	180645
08/14/2023	554	RDO Equip	Solid Waste	$ 700.98	P1486212 - FILTER ELEMENT
08/14/2023	554	RDO Equip	Solid Waste	$ 700.98	P1486212 - FILTER ELEMENT
08/14/2023	554	RDO Equip	Solid Waste	$ 251.80	P1510312 - AIR FILTER (LOANER)
08/14/2023	554	RDO Equip	Solid Waste	$ 103.80	P1519412 - AIR FILTER
08/14/2023	554	RDO Equip	Solid Waste	$ 103.80	P1519412 - AIR FILTER
08/14/2023	554	RDO Equip	Solid Waste	$ 200.43	P1519412 - FILTER ELEMENT
08/14/2023	554	RDO Equip	Solid Waste	$ 200.43	P1519412 - FILTER ELEMENT
08/14/2023	554	RDO Equip	Solid Waste	$ 568.14	P1539012 - CARRIER ROLLER (REPLACEMENT FOR AT488308)
08/14/2023	554	RDO Equip	Solid Waste	$ 2,803.92	P1559312 - FILTER ELEMENT
08/14/2023	554	RDO Equip	Solid Waste	$ 201.44	P1559412 - AIR FILTER (LOANER)
08/14/2023	554	RDO Equip	Solid Waste	$ 103.80	P1583812 - AIR FILTER
08/14/2023	554	RDO Equip	Solid Waste	$ 334.05	P1583812 - FILTER ELEMENT
08/14/2023	554	RDO Equip	Solid Waste	$ 200.00	W3917312 - DEDUCTIBLE WARRANTY
08/14/2023	554	RDO Equip	Solid Waste	$ 222.00	W3917312 - LABOR

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08/14/2023	554	RDO Equip	Wastewater	$ 49,388.67	EQRPLC - 2023 Compact Track Loader w/ Attachments
08/14/2023	554	RDO Equip	Wastewater	$ 0.01	RDO Equipment Skidsteer
08/14/2023	554	RDO Equip	Water	$ 74,083.01	EQRPLC - 2023 Compact Track Loader w/ Attachments
08/14/2023	555	Rexel USA Inc	Wastewater	$ 2,619.36	5-Mile LS Radio Project supplies
08/14/2023	864053	RSCI	Wastewater	$ 114,012.08	WO 19-21: WRF Influent Lift Station; Payment 9
08/14/2023	864057	Sanderson Stewart	Arterial Streets	$ 2,634.29	Retainage Release Final
08/14/2023	864057	Sanderson Stewart	Arterial Streets	$ -	WO 23-30 Ped Crossing Improvements - Survey Contract; Payment 2
08/14/2023	864057	Sanderson Stewart	St Maint Dist	$ 3,460.50	WO 23-30 Ped Crossing Improvements - Survey Contract; Payment 2
08/14/2023	864057	Sanderson Stewart	Storm Sewer	$ 3,460.50	WO 23-30 Ped Crossing Improvements - Survey Contract
08/14/2023	864062	Shakespeare In Park	General	$ 3,780.00	Shakespeare in Parks at Pioneer Park -2023 (2 performances)
08/14/2023	864063	Shepherd Sandblast	Water	$ 1,524.44	Clean, Sandblast & Recoat Clearwell valve pit and Piping @ WTP
08/14/2023	864063	Shepherd Sandblast	Water	$ 2,700.00	Intake #1 - sand, prep, paint doors and
08/14/2023	864068	St V's Occupational	Airport	$ 95.00	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864068	St V's Occupational	City Ins Fund	$ 495.00	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864068	St V's Occupational	Fleet	$ 362.00	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864068	St V's Occupational	General	$ 2,015.00	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864068	St V's Occupational	Park Dist 1	$ 95.00	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864068	St V's Occupational	Public Safety	$ 100.00	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864068	St V's Occupational	Solid Waste	$ 498.00	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864068	St V's Occupational	Street/Traffic	$ 244.00	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864068	St V's Occupational	Transit	$ 95.00	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864068	St V's Occupational	Wastewater	$ 74.50	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864068	St V's Occupational	Water	$ 74.50	Drug Testing, On-site nursing, DOT Physical, Hep B
08/14/2023	864072	Streamline Markings	Street/Traffic	$ 173,943.00	Painting of 11 roundabouts per attached
08/14/2023	864074	Sunset Excavation	Water	$ 18,511.02	WO 23-43 Water Service Repairs; WO2343 Sunset Pmt 3
08/14/2023	864079	Tel Net Systems	Airport	$ 5,021.69	Repairs to Get Gate 13 Communication Working Correctly
08/14/2023	864079	Tel Net Systems	Public Safety	$ 166.95	107205, labor for camera /recorder installation
08/14/2023	864079	Tel Net Systems	Public Safety	$ 381.60	Tel Net408073, labor for troubleshooting
08/14/2023	556	Town & Co Supply	Airport	$ 30,513.41	8001 Gallons Unleaded QTA Car Rental Fuel
08/14/2023	557	Tractor & Equip	Solid Waste	$ (36.96)	BLBO0020260 - CONSUMABLES
08/14/2023	557	Tractor & Equip	Solid Waste	$ (924.00)	BLBO0020260 - LABOR
08/14/2023	557	Tractor & Equip	Solid Waste	$ (921.58)	BLCR0098606
08/14/2023	557	Tractor & Equip	Solid Waste	$ 832.38	BLCS0814542 - CARTRIDGE AS
08/14/2023	557	Tractor & Equip	Solid Waste	$ 832.38	BLCS0814542 - CARTRIDGE AS

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08/14/2023	557	Tractor & Equip	Solid Waste	$ 158.07	BLCS0814542 - FILTER-CAB A
08/14/2023	557	Tractor & Equip	Solid Waste	$ 158.07	BLCS0814542 - FILTER-CAB A
08/14/2023	557	Tractor & Equip	Solid Waste	$ 64.66	BLCS0815038 - FILTER AS
08/14/2023	557	Tractor & Equip	Solid Waste	$ 416.19	BLCS0815039 - CARTRIDGE AS
08/14/2023	557	Tractor & Equip	Solid Waste	$ 416.19	BLCS0815039 - CARTRIDGE AS
08/14/2023	557	Tractor & Equip	Solid Waste	$ 107.76	BLCS0815152 - FILTER
08/14/2023	557	Tractor & Equip	Solid Waste	$ 1,192.76	BLWO0226500 - CYL GP-BSC; S/H; CONSMBLS
08/14/2023	557	Tractor & Equip	Solid Waste	$ 855.00	BLWO0226500 - LABOR
08/14/2023	557	Tractor & Equip	Solid Waste	$ 684.00	BLWO0226502 - LABOR
08/14/2023	557	Tractor & Equip	Solid Waste	$ 1,531.64	BLWO0226502 - SEAL; SEAL (AMOCS); CORE AS RTDR; CONSMBLS
08/14/2023	557	Tractor & Equip	Solid Waste	$ 36.96	BLWO0226664 - CONSUMABLES
08/14/2023	557	Tractor & Equip	Solid Waste	$ 924.00	BLWO0226664 - LABOR
08/14/2023	557	Tractor & Equip	Solid Waste	$ 5,379.81	BLWO0226678 - CAP&PRB
08/14/2023	557	Tractor & Equip	Solid Waste	$ 3,461.50	BLWO0226678 - LABOR
08/14/2023	557	Tractor & Equip	Solid Waste	$ 681.52	BLWO0226680 - FLTR;CP&PRB;FLT AS/ELMT; CNSMBLS; ENV FEE
08/14/2023	557	Tractor & Equip	Solid Waste	$ 1,443.00	BLWO0226680 - LABOR
08/14/2023	864089	Valmont Industries	Street/Traffic	$ 8,477.00	CD14124936 PO NUM 315478
08/14/2023	864099	Yellowstone Co GIS	IT Resources	$ 8,925.00	Yellowstone County GIS/MOU Agreement quarterly payment
08/14/2023	864101	Ylwstn Valley An Shelter	Public Safety	$ 27,025.00	city contract
08/14/2023	864102	Ylwstn Valley Elec	Radio	$ 163.30	RADIO TOWER SITES: WATER TANK (FOX) (4179004)
08/14/2023	864102	Ylwstn Valley Elec	Solid Waste	$ 3,439.62	Electricity Service. Landfill. 06/01/2023 - 07/01/2023.

City Council Regular

Date:	09/11/2023
Title:	Public Hearing for the FY2022-2023 Draft Comprehensive Annual Performance Evaluation Report (CAPER) and Community Needs
Presented by:	Brenda Beckett
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council hold a public hearing to receive input on the City's Comprehensive Annual Performance Evaluation Report (CAPER) and to obtain public comment on community needs, including those of low-income households and those experiencing homelessness. The hearing will assist the Community Development Board in designing the application process for the upcoming program year. No further action is required at this time.

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

As a recipient of the Community Development Block Grant (CDBG) and HOME Investment Partnerships program (HOME) funding, the United States Department of Housing and Urban Development (HUD) requires City staff to submit a performance report within 90 days following June 30, the end of the program year.

As part of the community review process, City staff must make the report available for public comment for a minimum 15-day period, scheduled from August 26 through September 11, 2023. A notice of the availability of the draft report has been published online and provided to community partners and stakeholders. The drafted CAPER has been provided as an attachment to this report. An updated version of the CAPER can be viewed online at www.BillingsMT.gov/caper.

The Community Development Board has also made a request to obtain input on community needs, for low-income individuals and those experiencing homelessness, prior to developing application processes for next year's federal funding allocations. Routine resources for next fiscal year include entitlement funds like CDBG and HOME with application processes beginning in December 2023. The City Council will have the opportunity to review funding recommendations in April 2024.

STAKEHOLDERS

Public and private agencies that provide: assisted housing; health, social, and fair housing services; low-income families and individuals; persons with disabilities; elderly persons; children; persons with HIV/AIDS and their families; those experiencing homelessness; and racial and ethnic minorities are all stakeholders in the ongoing CDBG and HOME programs.

ALTERNATIVES

City Council's only option is to hold the public hearing at this point in the process in order to continue receiving CDBG and HOME funds and to comply with Federal law.

FISCAL EFFECTS

The annual performance report summarizes the City's progress in achieving the goals of its five-year Consolidated Plan and Annual Action Plan for FY2022-2023. The City received $648,400 in new federal CDBG funding and $372,752 in new HOME funding for FY23-FY24 to carry out housing, pandemic, and poverty-impact initiatives for the new fiscal year.

A CDBG-CV allocation of $909,126 was allocated to the City for coronavirus preparation, prevention, and response activities. All of this funding has been awarded for parks improvements and nonprofit organizations for public (social) services and public facilities.

HUD approved the City's HOME-ARP Allocation Plan to distribute $969,057 for social services to meet the needs of qualifying populations including those experiencing or at-risk of homelessness. Staff is currently developing procedures and an application process. Once applications have been received, the Community Development Board will make recommendations for funding and the City Council will make final decisions relative to funding awards. Funding needs to be expended by 2030.

SUMMARY

Staff recommends Council hold a public hearing to receive input on the City's Draft CAPER and current community needs per the requirements of HUD for Billings to continue to receive federal funding for its programs, including special funding allocations like CDBG-CV and HOME-ARP. No other action beyond the public hearing is required at this time.

Attachments

Draft CAPER FY2022-2023
CDBG, HOME, Special Allocations Funding History
Consolidated Planning Processes
ComDev Time Tracking & Draw Procedures

CITY OF Billings

DRAFT

Comprehensive Annual Performance Evaluation Report FY2022 -2023

Community Development Division
2825 Third Avenue North
Billings, Montana 59101
www.BillingsMT.gov/comdev
406.657.8281 TTY711



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IDIS Reports Available by Request

PR03: CDBG Activity Summary Report
PR05: Drawdown Report by Project and Activity
PR07: Drawdown Report by Voucher Number
PR09: Receipt Fund Type Detail Report HOME
PR22: Status of HOME Activities - Entitlement
PR23: CDBG / HOME Summary of Accomplishments
PR25: Status of CHDO Funds by Fiscal Year Report
PR26: CDBG Financial Summary Report
PR26: Activity Summary by Selected Grant
PR27: Status of HOME Grants - Entitlement
PR33: Home Matching Liability Report
PR56: CDBG Timeliness Report

**All table references are those included and required in HUD's IDIS eCon Planning Suite system.*

DRAFT

CR-05 Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. *91.520(a)*

This could be an overview including major initiatives/highlights that were proposed and executed throughout the program year. Maximum 4,000 characters and no additional text boxes available.

Introduction

Presented herein is the City of Billings FY2022-2023 Comprehensive Annual Performance and Evaluation Report (CAPER) for the federally funded Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). CDBG and HOME funds were granted to the City as an entitlement community through the United States Department of Housing and Urban Development (HUD).

The CAPER covers a program year beginning on July 1 to June 30 and it illustrates the City's progress in meeting goals in the five-year Consolidated and Annual Action Plans. Funding is allocated on a shovel- / close-ready basis to ensure efficient use of funds.

The public comment period for this CAPER exceeded the 15-day minimum; August 26 through September 11, 2023. The City Council held a public hearing to obtain public comment on:

- CDBG and HOME achievements in the CAPER;
- Current community needs to assist the Community Development Board in:
    - Designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan; and
    - Identifying the needs of those experiencing homelessness in preparation for HOME-ARP assessment and activities.

Federal regulations require the City to facilitate two public hearings, at different stages of the program year, to obtain residents' views and respond to questions. Public comments are included in the appendix.

Major Initiatives and Highlights: The COVID-19 pandemic had a significant impact on low-income individuals and families, contractor availability, project feasibility, and housing prices. The number of positive COVID cases rose beginning in July 2021 and peaked in January 2022, the highest number of daily cases in history. The chart below represents the number of positive cases identified per day.

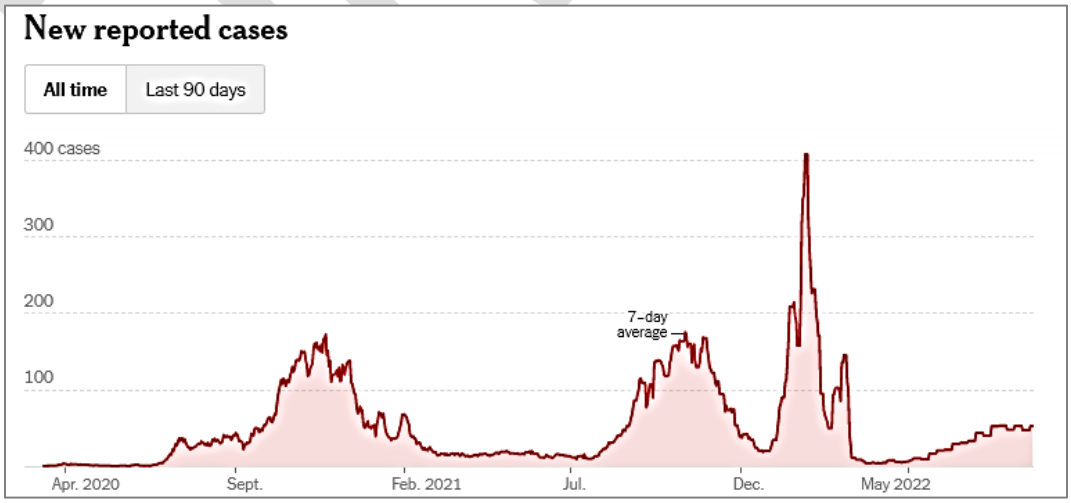


Figure One – Number of Positive COVID Cases per Day - Yellowstone County, Montana Covid Case and Risk Tracker Retrieved from the New York Times on August 22, 2022

DRAFT

The CDBG-CV allocation and revenue from CDBG and HOME loan repayments allowed the City to respond quickly with additional allocations to help prepare, prevent, and respond to the coronavirus. The City posted three separate opportunities to access federal resources. Several public facility and public service projects and activities were funded to address pandemic needs.

- **The Salvation Army:** Increase food service by 20 percent through the mobile meals program. This project served over 2,000 individuals and is now complete.
- **Downtown Billings Improvement District:** Installation of a public handwashing and restroom facility in an area frequently used by those experiencing homelessness.
- **Parks Improvements:** Low-income neighborhood parks will be improved with touchless restroom fixtures; facilities to provide suitable outdoor fitness and creating spaces to support social distancing; accessibility upgrades; playground equipment; community building airflow exchange; and the installation of adult exercise equipment to encourage physical activity and social distancing outside.
- **Fast-Track Public Services:** The City implemented a fast-track public services application process in December 2021 and several awards were made to social service agencies to address pandemic needs. Awards can be found online www.BillingsMT.gov/CDBGcvfast.
- **Alternatives, Inc.:** $47,000 in CDBG funding will be used to strengthen information technology and app development to provide mental health treatment options, at a distance, to low-income clients.
- **Boys & Girls Club:** $140,000 in CDBG funding will be used to renovate an insufficient front reception area at the Boys & Girls Club to provide room for social distancing (see photo below).
- **Billings Public Schools:** $313,300 in CDBG and CDBG-CV funding will be used to replace an insufficient HVAC system at Washington Elementary School to improve indoor air quality and ventilation. The Delta variant significantly impacted children attending school in Billings and accelerated the spread of the coronavirus across the city.



The following table compares proposed and actual outcomes for the FY2020-2024 Consolidated Plan *(Expected / Actual Strategic Plan)* and the FY2022-2023 Annual Action Plan *(Expected / Actual Program Year).*

DRAFT

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. *91.520(g)*

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

HUD IDIS Tables 1 and 2 - Accomplishments –Strategic Plan to Date and Program Year

Goal	Category	Source / Amount*	Indicator	Unit of Measure	Five-Year Goals: FY2020-2024			One-Year Goals: FY2022-2023		
					Expected Strategic Plan	Actual Strategic Plan	% Complete	Expected Program Year	Actual Program Year	% Complete
Create, preserve, and expand affordable housing options	Affordable Housing	CDBG $1,886,534 HOME $1,779,053	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	60	60	100%	-	-	-
			Rental units constructed	Household Housing Unit	10	-	-	-	-	-
			Rental units rehab		-	-	-	-	-	-
			Homeowner Housing Added		-	-	-	-	-	-
			Homeowner Housing Rehabilitated		20	*Program Closed*		-	*Program Closed*	
			Direct Financial Assistance to Homebuyers	Households Assisted	175	95	54%	8	7	88%
Neighborhood Revitalization: Foreclosures	Affordable Housing	CDBG $780,677	Homeowner Housing Rehabilitated	Household Housing Unit	5	1	20%	1	0	*Steffanich is near complete*
			Buildings Demolished	Buildings	0	1	-	-	0	N/A
Poverty Impact	Poverty Impact	CDBG $585,508	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,000	1352	**135%**	200	14	7%
Prevent, prepare for, and respond to coronavirus	Other: Prevent, prepare for, and respond to coronavirus	CDBG-CV $909,126	Public service activity for low-income benefit	Persons Assisted	500	7033	**1407%**	0	5056	-
			Public facility or infrastructure activities		500 People	-	-	100 people	2 Facilities	

Staff Note: HUD's Integrated Disbursement and Information System (IDIS) screen separates HUD Table 1 - Accomplishments - Program Year and HUD Table 2 - Accomplishments - Strategic Plan to Date.

**Monetary figures in this chart represent the estimated investment of CDBG and HOME funds noted in the Consolidated Plan for a five-year period.*

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Billings utilizes CDBG funds to address low-income housing needs through home repair, home buyer, and affordable housing development programs. The City also supports a public service activities to assist nonprofit organizations in meeting the needs of those impacted by the coronavirus, and those experiencing homelessness and / or poverty. The following priorities have been identified as specific and are included in the Consolidated Plan.

Create, preserve, and expand affordable housing options: The use of CDBG funds for housing positively influences housing accessibility and affordability for current low-income homeowners and potential homebuyers. Most homeowners are cost burdened, paying greater than 30% of household income for housing expenses.

- **Affordable Housing Development:** CDBG funding totaling $540,000 was provided to NeighborWorks Montana, a certified Community Housing Development Organization (CHDO), to upgrade infrastructure for a resident-owned-community benefitting 60 low-income households residing in manufactured housing. The project is nearly complete, and asphalt was installed in the fall of 2021. Several additional items were competed on the project by the end of calendar year 2022 and the project has been fully drawn. Achievements for this activity were reported in the FY2022-2023 CAPER.
- **First Time Home Buyer:** Seven families were able to purchase their first home this fiscal year through financing for down payment and closing costs. Ten of the households were assisted with CDBG and17 were assisted with HOME funding.

Neighborhood Revitalization: Foreclosures: Using CDBG funds to create low-income housing opportunities improves access to, and the quality of, the affordable housing stock.

- **Foreclosure Acquisition / Rehabilitation:** The City purchased, rehabilitated, and sold twelve homes to income-qualified households since 2009. One property was purchased in the Billings Heights area (Steffanich Drive) and staff reviewed the project for rehabilitation feasibility. The property was not feasible for rehabilitation and subsequently demolished. City staff has facilitated several Request for Proposals / Invitation for Bids processes since 2019 and finally secured a contract in November 2023. Construction of the home is nearly complete as of August 2023. Exterior finishes and landscaping are forthcoming.



DRAFT

Poverty Impact: Nonprofit social service organizations greatly benefit from the use of CDBG funds to support the Billings Metro VISTA Project. VISTA members work to alleviate poverty through the expansion or improvement of services such as housing, healthcare, education, employment, and financial literacy to alleviate poverty conditions for very low-income citizens.

- **Billings Metro VISTA Project:** AmeriCorps Volunteers in Service to America (VISTA) members were dedicated to impacting poverty and homelessness in Billings. VISTA members served to provide education, housing, health, and social services at organizations serving low-income individuals and families such as Big Brothers Big Sisters of Yellowstone County, Gratitude in Action, Dog Tag Buddies, and the City of Billings Community Development Division for coronavirus prevention, preparation, and response. Overall, the project provided services to 14 low-income individuals in the Billings area this year and has exceeded the five-year goal (1,000 people) with 1,352 assisted since 2020.

DRAFT

CR-10 Racial and Ethnic Composition of Families Assisted

Describe the families assisted (including the racial and ethnic status of families assisted). *91.520(a)*

Race / Ethnicity	CDBG	HOME	Totals
White	3426	16	3426 / 66%
Black or African American	113		1506 / 29%
Asian	35		
American Indian or American Native	1101	1	
Native Hawaiian or Other Pacific Islander	26		
American Indian and Black*	228		
Multi-Racial*	2		
Totals*	**5215**	**1**	**5216**
Hispanic	438		438 / 8%
Not Hispanic	4777	1	4778 / 92%

HUD IDIS Table 3 - Assistance to racial and ethnic populations by source of funds.

Narrative

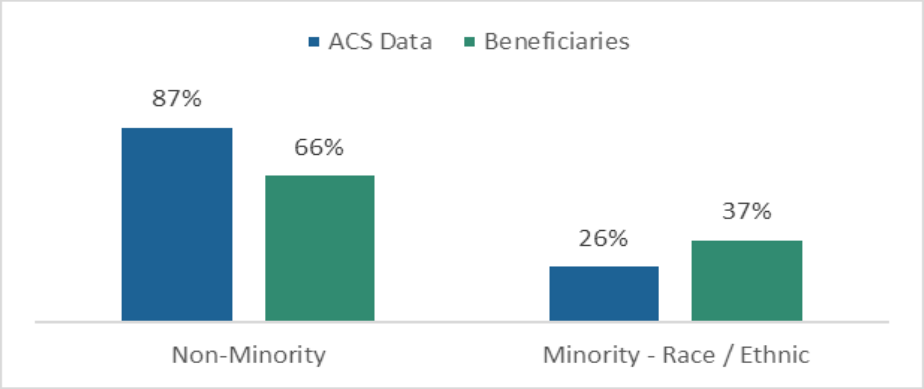
The City assisted 5,216 beneficiaries with CDBG and HOME this fiscal year, including those served in the public facilities. Twenty-nine percent of the beneficiaries self-reported they were a racial minority. Eight percent reported they were Hispanic.

Special Categories		CDBG	HOME	Totals All Programs
Single Head of Household	Female	1242	0	2469 / 47%
	Male	1226	1	
Disabled		344	0	344 / 7%
Elderly		184	0	184 / 4%

City of Billings - Table A - Special category beneficiaries by funding source.

Out of the total beneficiaries assisted, 47 percent noted they were single-headed households, seven percent self-reported disabilities, and four percent of the beneficiaries noted they were elderly.

***Please note:** The above charts were adapted from HUD's IDIS system as IDIS does not include a category for American Indian and Black or Multi-Racial beneficiaries, which impacts table totals and percentages.*



City of Billings - Figure 1 - Billings ACS data compared to beneficiary demographics.

The 2022 American Community Survey (ACS) estimates indicate a 26 percent overall percent minority rate in Billings, including Hispanics. Thirty-seven percent of the City's beneficiaries were racial and ethnic minorities this past fiscal year when calculated using category percentages collectively.

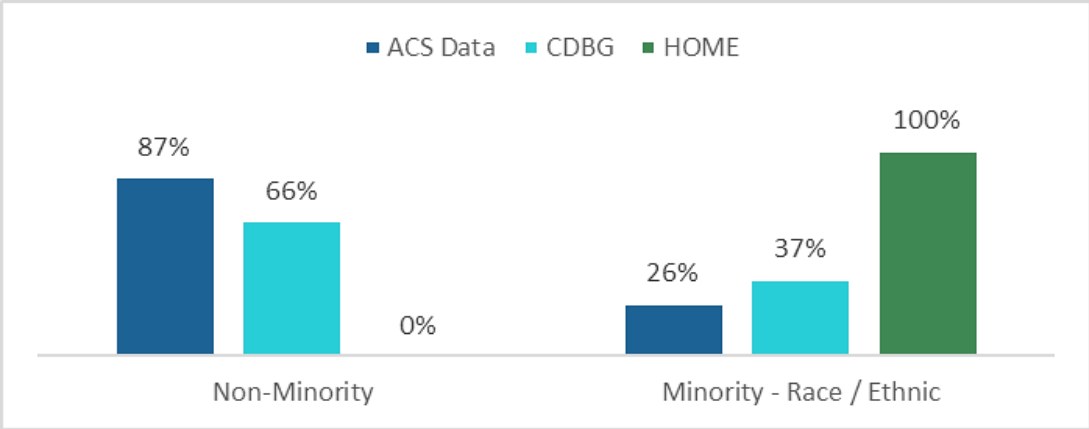
DRAFT

Please note: *ACS data estimates are derived from sample data and sampling / non-sampling errors are likely. The small size of the City's population (119,960) creates variability in data accuracy, particularly for cohorts less than 10 percent of the total population and the margin of error can be significant. Further, programs serving less than 30 households are not considered statistically valid, like the First Time Home Buyer program.*

Beneficiaries by Program and Funding Source						
Race / Ethnicity	Home Buyer		VISTA	Public Services	Public Facilities	Totals
	CDBG	HOME	CDBG	CDBG-CV	CDBG-CV	
White	4		8	3312	102	**3426**
Black or African American				109	4	**113**
Asian				35		**35**
American Indian or American Native	1	1	6	1080	14	**1102**
Native Hawaiian or Other Pacific Islander				26		**26**
American Indian and White				228		**228**
Asian and White				2		**2**
Black and White				46		**46**
American Indian and Black				39		**39**
Multi-Racial	1			179	19	**199**
Subtotals	**6**	**1**	**14**	**5056**	**139**	**5216**
Totals	**7**					
Hispanic				417	21	**438**
Not Hispanic	6	1	14	4639	118	**4778**
Special Populations	Home Buyer		VISTA	Public Services	Public Facilities	Totals
	CDBG	HOME	CDBG	CDBG-CV	CDBG-CV	
Single Head of Household – Female			4	1202	36	**1242**
Single Head of Household – Male	6	1		1209	11	**1227**
Disabled Households			1	343		**344**
Elderly			1	183		**184**

City of Billings - Table B - Beneficiaries by City program and funding source.

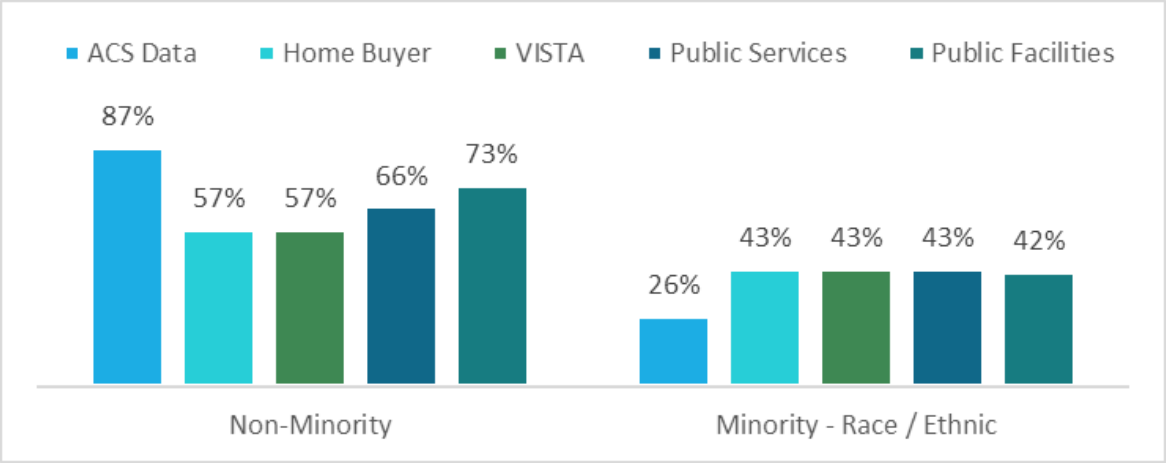
Demographics by Funding Source: As mentioned previously, the 2022 ACS data indicates an approximate 26 percent minority rate, including both racial and ethnic categories. Nearly 40 percent of CDBG beneficiaries are minorities. HOME data is not considered statistically valid due to the low cohort size (one household).



City of Billings - Figure 2 - Billings ACS data compared to beneficiaries by funding source.

DRAFT

Demographics by Program: Nineteen percent of the First Time Home Buyer beneficiaries, forty-seven percent of the Billings Metro VISTA Project beneficiaries, and 44 percent of the CDBG-CV Public Service beneficiaries were racial / ethnic minorities.



City of Billings - Figure 3 - Billings ACS data compared to beneficiaries by City program.

Please note: The PDF version of the CAPER submitted to HUD via email and through IDIS contains various charts and graphs depicting data explained herein. Charts and graphs may not be included in the IDIS version, as they are not sizing correctly when uploaded.

DRAFT

Marketing and Outreach

Add via IDIS JPEG

Ongoing Marketing: Community Development Division staff makes concerted efforts to market available programs and opportunities to attract minorities, the disabled, and female-headed households to participate. The **Montana Relay 711** phone number is placed on City correspondence, publications, notices, and on program brochures. Information on home repair and purchase programs has been continually available via the City of Billings website, at the Community Development office, the City's Building Division, and the Billings Home Center.

Community Outreach: When possible, staff has participated in community events to promote home buyer / repair programs and contractor opportunity, including the *Phillips 66 Meet in the Park* event held each September in South Park, a lower income neighborhood. The South Side Neighborhood has high concentrations of low-income, racial / ethnic minorities, and female-headed households. City staff has historically contacted mobile home park managers to distribute brochures on home buyer / repair programs and contractor opportunity. In the past, staff also provided a contractor's ad to local title companies who manage rehabilitation accounts for various construction agencies. Contractor recruitment cards have also been made available through the City's Building Division.

Each spring, staff offers to present information on the Consolidated Plan, Annual Action Plans, housing programs, contractor opportunity, and to garner feedback on federal funding allocations to Neighborhood Task Forces, and their leadership, representing low-income communities. In prior years, home buyer / repair brochures, contractor opportunity, and marketing materials have been provided to the Office of Indian Education for distribution during their Native Family Nights. Materials have also been provided to the Indian Health Board. CDBG-CV grant opportunities were marketed through direct emails to all local area nonprofit organizations, website posts, and mentioned during multiple public meetings.

Advertising: Print advertisement for home buyer / repair programs and contractor ads have appeared in multiple publications including the Tidbits of Billings, Generation Link, the CityLink, and the Senior News. Online banner ads have been placed in the Billings Gazette to be displayed on their website. Several years ago, a full-color insert was enclosed in more than 35,000 utility bills and direct mailed to City residents.

Marketing and Outreach Results: The City received forty-one applications for the First Time Home Buyer program (see chart below). Sixteen percent of the applicant households self-identified as racial or ethnic minorities, collectively. Application denials are typically due to Area Median Income limits for the home buyer program.

Applicants by City Program		
Race / Ethnicity		Home Buyer
White		31
Black or African American		1
Asian		0
American Indian or American Native		6
Native Hawaiian or Other Pacific Islander		0
American Indian and Black		0
Multi-Racial		3
Totals		**41**
Hispanic		9
Not Hispanic		32
Special Populations		Home Buyer
Single Head of Household	Female	11
	Male	2
Disabled Households		0
Elderly		0

City of Billings - Table C - Demographics of applicants by City program

DRAFT

CR-15 Resources and Investments *91.520(a)*

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	HUD	$911,587	$942,065
HOME	HUD	$818,960	$61,261
CDBG-CV	HUD	$909,126	$406,366
HOME-ARP	HUD	$1,211,321	$62,865

HUD IDIS Table 4 - Resources made available and expended, including new entitlement and fiscal year repayments.

Narrative

Resources Made Available

- **CDBG:** New CDBG entitlement funds totaled $648,400 and program income received during the fiscal year totaled $263,187. The City of Billings had a total of $911,587 in CDBG funds available this fiscal year. Funding was allocated to support coronavirus response, preparation, and prevention activities including parks improvements, public services, upgrades at a local elementary school, the Boys & Girls Club, etc. It also provided funding for reconstruction of a foreclosed vacant home in the Billings Heights neighborhood.
- **HOME:** New HOME entitlement funds totaled $372,752 and recaptured funding and other HOME revenues totaled $446,207 ($360,203 in recaptured funds and $86,004 in program income). The City of Billings had a total of $818,960 available in HOME funds this fiscal year.
- **CDBG-CV:** HUD allocated $909,126 and this funding has been fully committed to coronavirus response, preparation, and prevention projects and activities. Please reference the CDBG explanation of projects / activities above.
- **HOME-ARP:** The City was awarded $1,211,321 and 15 percent will be used for administration for the life of the grant. The HOME-ARP Allocation Plan was approved by HUD and staff is currently developing procedures and an application process to carry out proposed activities. All funds must be expended by the year 2030.

Amount Expended During Program Year

- **CDBG:** Expenditures in entitlement and program income funds totaled $942,065 this fiscal year. This included funding allocated in previous fiscal years that was expended this year. This year's timeliness ratio was **1.67** as measured on May 2, 2022 and **2.48** on May 2, 2023; above the maximum 1.5 ratio. The City submitted a timeliness workout plan by June 5, 2023.
- **HOME:** Expenditures in entitlement and program income funds totaled $61,261 this fiscal year. This included funding allocated in previous fiscal years that was expended this year.
- **CDBG-CV:** Expenditures total $406,366 for coronavirus prevention, preparation, and response activities; 71 percent of total funding. The requirement to expend 80 percent of CDBG-CV funding by July 2024 was waived. The City must expend 100 percent of all funding by July 2027.

As required by HUD, City staff ensures the use of currently available program income prior to drawing down entitlement funds in the CDBG program.

DRAFT

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100%	100%	City of Billings Limits

HUD IDIS Table 5 – Geographic distribution and location of investments.

Narrative

As per findings and recommendations from the City's Analysis of Impediments to Fair Housing Choice, the investment of federal funds is not distributed to a specific geographical location in Billings. The City of Billings utilizes federal funding on a citywide basis, targeting qualified low-income households for investment and programs.

Priorities for funding are based on both the most recent Needs Assessment in the Consolidated Plan and the 2013 Analysis of Impediments to Fair Housing Choice. Citation 24 CFR 91.220(f) reads as follows, *"When appropriate, jurisdictions should estimate the percentage of funds they plan to dedicate to target areas."* Estimating the percentage of funds planned for dedication to target areas is not appropriate for the Billings community due to the following reasons:

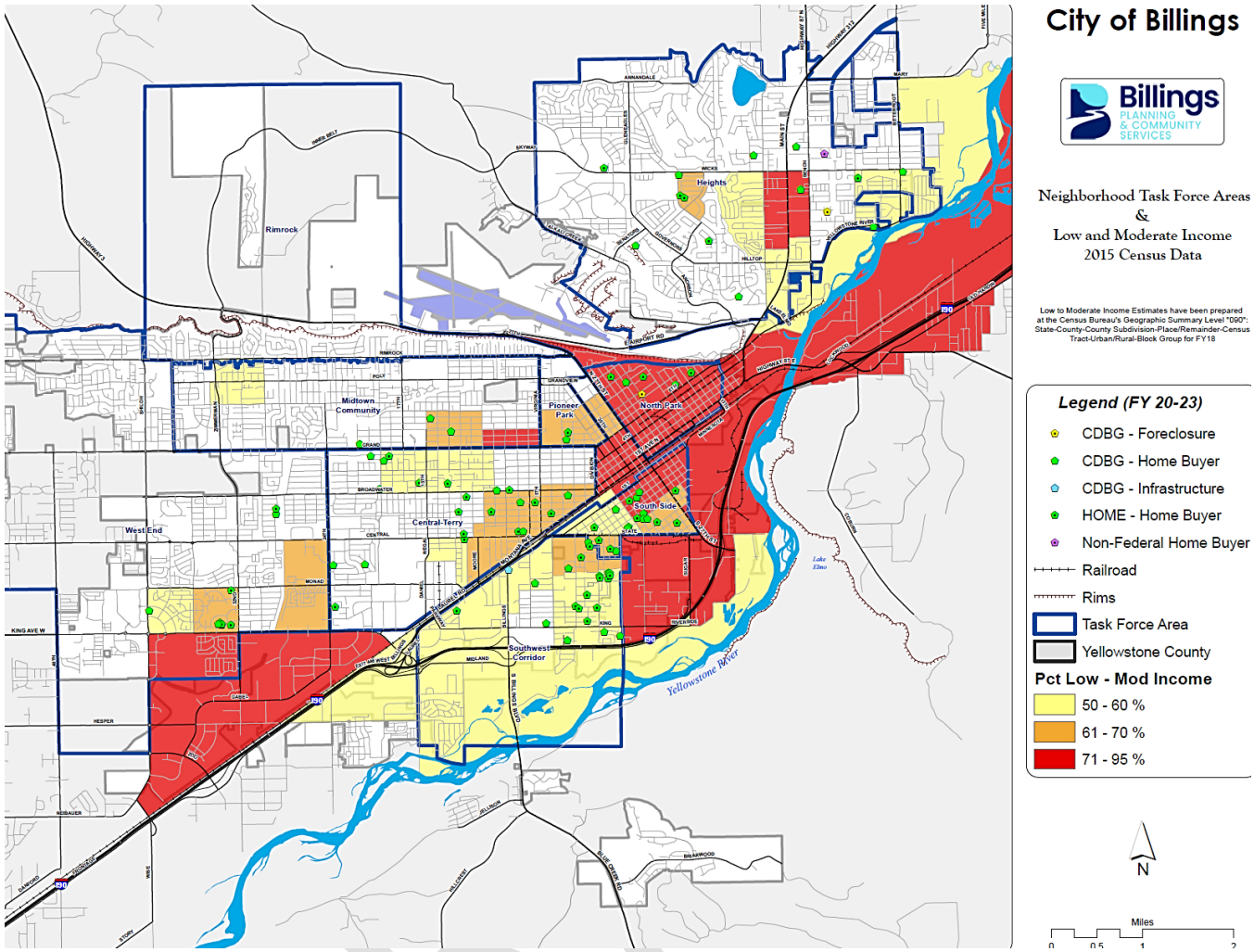
- Geographic area is defined by the current City of Billings limits.
- Strategies encourage the distribution of resources citywide to support affirmatively furthering fair housing, equal opportunity, and the avoidance of segregation in Billings.
- The description for geographic distribution includes the focus of resources on a citywide basis to support diversity across the community.
- The City of Billings is classified as a smaller city on a national scale.
- The preliminary dollar amount dedicated to each program is included in the Annual Action Plan.

The City has focused distribution of investments on a citywide basis in order to support diversity and mixed-income development across the community. The City's performance in serving predominantly low-income households is clear via Integrated Distribution Information System (IDIS) reporting; nearly 100%.

Neighborhood Revitalization Strategy areas have not been established in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. Therefore, the City has dedicated zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity, and anti-segregation efforts.

The map below clearly illustrates the disbursement of federal investments to promote equal opportunity in all neighborhoods for the City's home buyer, repair, and foreclosure programs for the Consolidated Plan period of July 1, 2020 to June 30, 2023.

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City of Billings - Figure 4 - Geographic distribution of CDBG and HOME investments.

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Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Publicly-Owned Land:

The requirements set forth in CFR 24 91.220 and 91.520 are as follows:

- Where the jurisdiction deems it appropriate, the jurisdiction *may* indicate publicly owned land or property located within the jurisdiction that *may be used* to address the needs identified in the plan.
- The performance report must include a *description of the resources made available*, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including the racial and ethnic status of persons assisted), actions taken to affirmatively further fair housing, and other actions indicated in the strategic plan and the action plan.

The City of Billings does not have plans to use publicly owned land to address needs identified in the Consolidated Plan. However, the Billings City Council supported the Community Development Division's housing programs by dedicating $250,000 in non-federal funds in 2013. In 2015, the City Council dedicated an additional $195,321 in non-federal funding to further the City's housing programs. The City's generous and dedicated financial support should be recognized, even if the City does not use publicly owned land to support the Consolidated Plan.

Overall Leveraging: The City continually makes strides in obtaining other public and private resources to address identified needs. The total leveraging for CDBG and HOME this fiscal year is $1,970,869 which calculates to a leveraging ratio of 1:2. Included in this figure are the following notable leveraging resources:

- **Montana Board of Housing (MBOH) and Lender Financing:** $1,338,576 in loans secured in conjunction with its First Time Home Buyer and Foreclosure programs. Several lenders also offer below-market, fixed interest rates for low-income homebuyers.
- **CDBG-CV Awardees:** Public service awardees matched the CDBG-CV awards with $121,800 to carry out activities to prevent, prepare for, and respond to the coronavirus pandemic.
- **AmeriCorps VISTA:** This fiscal year, VISTA members generated $60,919 in cash and in-kind contributions. The Corporation for National and Community Services' grant to the City totaled $444,074. Host Sites also contributed $5,500 to support the program.

Since 2005, City staff has generated over $9 million in cash and grant awards (outside of CDBG and HOME) to further goals developed in the City's Consolidated Plans. This includes significant funds to further fair housing education through the Fair Housing Initiative and AmeriCorps programs.

HOME Leveraging: The HOME program requires 25 percent match funding for projects be dedicated from non-federal sources. The City of Billings meets HOME matching requirements through low interest financing available for First Time Home Buyer loans issued through private lenders and the MBOH and matching funds provided for other affordable housing projects undertaken with HOME funds, such as private contributions.

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Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$6,509,175
2. Match contributed during current Federal fiscal year	$0
3 .Total match available for current Federal fiscal year (Line 1 plus Line 2)	$6,509,175
4. Match liability for current Federal fiscal year	$0 - waived due to pandemic
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$6,509,175

HUD IDIS Table 6 - Funding leveraged to support the HOME program.

Match Contribution for the Federal Fiscal Year *October 1, 2020 through September 30, 2021*								
Project No. or Other ID	**Date of Contribution**	**Non-Federal Cash**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials, Donated Labor**	**Bond Financing**	**Total Match**
Waived due to pandemic								
							Total	

HUD IDIS Table 7 - Match contribution for the most recently completed federal fiscal year.

HOME Program Income *Enter the program amounts for the reporting period*				
Balance on hand at beginning of reporting period	**Amount received during reporting period**	**Total amount expended during reporting period**	**TBRA Amount**	**Balance on hand at end of reporting period**
$0	$86,004	$4,600	$0	$81,404

HUD IDIS Table 8 - Program income entered into IDIS via the IDIS PR-09 Report during the fiscal year; does not include recaptured revenue received from loan repayments.

As noted on the PR-09 IDIS report: a total of $86,004 was entered into IDIS prior to the fiscal year end; and the balance on hand at the end of the reporting period totals $81,404. The City utilized HOME funding for homebuyer assistance activities and no HOME contracts. There were no rental property owners assisted and displacement did not occur. *Add IDIS Textbox*

Minority Business Enterprises and Women Business Enterprises *Indicate the number and dollar value of contracts for HOME projects completed during the reporting period*						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts	0	0	0	0	0	1
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
Subcontracts	0	0	0	0	0	0
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts	0	0	0			
Number	0	0	0			
Dollar Amount	0	0	0			
Subcontracts	0	0	0			
Number	0	0	0			
Dollar Amount	0	0	0			

HUD IDIS Table 9 - Minority- and women-owned business enterprises engaged during the program year.

Minority Owners of Rental Property *Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted*						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

HUD IDIS Table 10 - Minority owners of rental property assisted during the program year.

Relocation and Real Property Acquisition *Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition*		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

HUD IDIS Table 1Number of individuals displaced during the program year.

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CR-20 Affordable Housing *91.520(b)*

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	14	7
Number of special-needs households to be provided affordable housing units	0	0
Total	**14**	**7**

HUD IDIS Table 2 - Number of homeless, non-homeless, and special-needs households assisted.

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	5	0
Number of households supported through the rehab of existing units	1	0
Number of households supported through the acquisition of existing units	8	7
Total	**14**	**7**

HUD IDIS Table 33 - Number of households receiving assistance through housing development.

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The seven units represented in the non-homeless households provided with affordable housing includes:

- Six CDBG First Time Home Buyer beneficiaries, IDIS activity 1755; and
- One HOME beneficiary, IDIS activity 1757.

The City was nearly able to meet this year's homebuyer assistance goal and funded seven total acquisition projects. The City did not receive a complete application for affordable housing development and one home is near completion in the Foreclosure Acquisition / Rehabilitation program. Other housing efforts for activities open during the fiscal year can be reviewed in the PR-03 CDBG Activity Summary Report.

Affordable Housing Development Program

- **Activity 1669** represents the C & C Community's infrastructure project to assist 60 low-income households in a resident-owned-community. The project involves street improvements for a manufactured housing development. Achievements and beneficiaries are included in the FY2020-2021 CAPER (www.BillingsMT.gov/CAPER). The project is now closed after a final draw.

Foreclosure Acquisition / Rehabilitation Program

- **Activity 1631** represents demolition and reconstruction work on a foreclosed property on Steffanich Drive. A feasibility assessment for rehabilitation or demolition was completed. The property was not feasible for rehabilitation and subsequently demolished. The project is near completion and will be sold to a low-income household in FY2023-2024.

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Discuss how these outcomes will impact future annual action plans.

The City of Billings is utilizing CDBG and HOME funds to support home buyer, foreclosure, and development programs. Outcomes are based on program demand and available federal and non-federal funding resources to carry out planned activities. Several programs and activities were impacted by the pandemic, and the City addressed new community needs with pandemic response activities . City staff will continue to set achievable annual action plan goals and will adjust the Consolidated Plan as needed to reflect community need, changes in available federal and non-federal funding, and program demand.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	6	1
Moderate income	0	0
Total	**6**	**1**

HUD IDIS Table 4 - Number of households assisted through the City's housing programs.

Narrative Information

All the City's beneficiaries served this fiscal year had household incomes less than 80 percent of the Area Median Income (AMI) level. In the CDBG program, *low and moderate income* refers to households under 80 percent of the AMI, which is the same threshold in determining factor in the HOME program's *low-income* determination. All the City's affordable housing beneficiaries were homeowners or were assisted in achieving homeownership. Therefore, the City did not offer rental assistance during this fiscal year.

CDBG actual data illustrated in Table 13 includes homebuyer, foreclosure, and Affordable Housing Development projects. The HOME actual category includes homebuyer and HOME housing development activities. Actions taken to foster and maintain affordable housing include the following:

- **Low-income:**
  - **CDBG:** Six households were assisted through the First Time Home Buyer program.
  - **HOME:** One low-income household was assisted through the First Time Home Buyer program.

The City of Billings was not able to achieve its affordable housing goals and did not provide assistance to middle-income households. The pandemic impacted the City's ability to meet many goals. The City did not meet its goals to in the First Time Home Buyer program or the Affordable Housing Development program due to lasting pandemic impacts.

Efforts to address *worst case needs* refers to low-income renter households who pay more than half of their income for rent, live in seriously substandard housing, including the homeless, or who have been involuntarily displaced. This fiscal year, the City did not create any goals to assist rental households with rental assistance. However, the City may have assisted rental households in acquiring a home through the homebuyer programs. This fiscal year, zero households assisted through Community Development Division's housing programs self-reported that they were disabled.

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CR-25 Homeless & Other Special Needs Affordable Housing *91.220(d, e); 91.320(d, e); 91.520(c)*

Evaluate progress in meeting its specific objectives for reducing and ending homelessness through: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City does not directly receive Continuum of Care, Emergency Shelter Grant, or other federal funds to exclusively support efforts to impact homelessness. CDBG resources have decreased dramatically, which greatly inhibits the City's ability to support overall administrative activities to coordinate services to benefit the homeless, particularly when the City does not directly receive mainstream federal funding sources to impact homelessness. Therefore, the City's progress in reaching out to homeless persons, particularly unsheltered persons, is greatly limited.

Current Efforts: The City provided funding through the winter of 2022-2023 to provide emergency shelter to those experiencing homelessness through the Continuum of Care.

Historical Efforts: In 2006, City staff began the process of writing a ten-year plan to impact homelessness. Local housing, health, and social service organizations have been intricately involved in planning processes for the homeless and chronically homeless. The Billings City Council created the Mayor's Committee on Homelessness, which is comprised of twenty individuals representing nonprofit organizations, lending, housing, philanthropy, social service providers, code and law enforcement, economic development, work force agencies, veterans, civic and business leaders, philanthropic organizations, academia, health care, American Indian stakeholders, and those experiencing homelessness. In 2009, the City's ten-year plan to impact homelessness, ***Welcome Home Billings***, was adopted by the Billings City Council.

To the greatest extent possible, City staff has continued to implement Welcome Home Billings with support provided through the Billings Metro VISTA Project. VISTA members have been placed at over 50 nonprofit Host Site organizations to work on specific anti-poverty initiatives to assist people in accessing housing, healthcare, education, and employment.

The Community Development Division staff has implemented the following:

- Development and distribution of the City's ***Resource Map*** and ***Notepad***, which includes a comprehensive downtown service directory for anyone seeking assistance. These resources, although dated, are also available online:
    - www.CityofBillings.net/resourcemap
    - www.CityofBillings.net/notepad
- Placement of full-year and ten-week summer associate VISTA members at local nonprofit organizations primarily serving the homeless and those at risk of homelessness through the ***Billings Metro VISTA Project***.

The Mental Health Center manages the Projects for Assistance in Transition from Homelessness (PATH) outreach program to engage those living outside or in areas unfit for human habitation. Tumbleweed runs a Street Outreach program to seek out unaccompanied youth to engage them in services. A complete listing of services, including outreach, is included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

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Addressing the emergency shelter and transitional housing needs of homeless persons.

The City of Billings is addressing homelessness to the greatest extent possible, although the City does not directly receive Emergency Solutions Grants, McKinney Vento Homeless Assistance Act grants, or other federal funding to specifically address the housing needs of the homeless. Temporary housing needs for the homeless in Billings are primarily met by the Montana Rescue Mission Shelter, the Community Crisis Center, YWCA's Gateway House, Volunteers of America's Independence Hall, Family Promise of Yellowstone Valley, and Rimrock. A complete listing of services, including emergency and transitional housing, is included in the MA-30 Homeless Facilities and Services section of the Consolidated Plan.

The HOME-ARP Allocation Plan was approved by HUD in May 2023s and staff is currently working on developing procedures and an application process to distribute funds for social services.

City staff received an Affordable Housing Development program application from HAB Development for boiler repair, rehabilitation, and the installation of new heating / cooling systems for 40 units dedicated to serving those experiencing homelessness and individuals and families needing isolation and / or quarantine. This project was cancelled by HAB Development in April 2022 due to unforeseen circumstances.

Several local and state agencies assist homeless families by providing funding for rent, mortgage, utility, and deposits. The Community Crisis Center provides crisis intervention and 23-hour stays as a technique to impact chronic homelessness. The YWCA provides transitional housing for victims of domestic violence. The State of Montana has been providing six months of housing assistance for renters and homeowners if they have been impacted by the coronavirus.

Volunteers of America's Independence Hall is a 20-bed men's facility that has been providing transitional housing and services for honorably discharged veterans. While residing at Independence Hall, veterans can continue receiving treatment through the Department of Veterans Affairs and are given opportunities to participate in activities designed to help them reconnect with the community and get back to independent living.

City staff has provided over $800,000 in HUD Economic Development Initiative and State financing to establish new housing for those experiencing homelessness in Billings:

- $500,000 was awarded to Family Promise of Yellowstone Valley, formerly known as Interfaith Hospitality Network. Two duplex apartment properties were acquired and rehabilitated, resulting in a total of four rental units serving homeless families.
- $300,000 was awarded to Rimrock, formerly Rimrock Foundation, to acquire and rehabilitate a single-family home to house up to six men who have experienced chronic homelessness.

For those living on the downtown streets of Billings, a new position has been created for an addiction / mental health counselor to accompany two downtown police officers when engaging people living on the streets. This initiative has been undertaken as one of the many outcomes from the Community Innovations Summit, which was facilitated by the Community Development Division, City Administration, and the Downtown Billings Alliance. An article published by the Billings Gazette highlights immediate successes because of this program. A complete list of service providers offering housing, services and prevention support is in the MA-30 Homeless Facilities and Services section of the Consolidated Plan.

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Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of *care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions);* and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City does not receive or administer McKinney Vento Homeless Assistance Act or Emergency Solutions Grant funds to support programs to directly meet the needs of the homeless. The City did not receive requests this fiscal year for CDBG or HOME funding to assist the homeless. The HOME-ARP funding resource is the first direct allocation made directly to the City of Billings to assist those experiencing, or at-risk of, homelessness.

The Montana Continuum of Care (MT CoC) for the Homeless Coalition is primarily responsible for discharge policy and is the state's lead agency for addressing homeless activities through federal CoC funds, which includes the City of Billings. The MT CoC is a statewide collaboration of diverse homeless service providers, nonprofit organizations, local and state governments dedicated to preventing homelessness. The avoidance of discharging people living in federally funded programs to homelessness is a primary philosophy for Montana service providers.

CoC awards to organizations located in the City of Billings have historically been very low, as renewal grants are prioritized over pro-rata need and geographic distribution. Organizations in Billings have previously received five to seven percent of the over $2.5 million awarded to the statewide Continuum of Care each year.

Additional local organizations providing prevention services include Family Service, Inc., the Food Bank, the Center for Children and Families, Harmony House, the Yellowstone AIDS Project, St. Vincent de Paul, and Tumbleweed, to name a few.

To the greatest extent possible, City staff has continued to implement *Welcome Home Billings*, the City's ten-year plan to impact homelessness. The City assists in the prevention of homelessness through the development and distribution of the City's ***Resource Map*** and ***Notepad***, which includes a comprehensive downtown service directory for anyone seeking assistance. These resources have been distributed to health / mental health care facilities, foster care and other youth facilities, and local corrections programs. This initiative has been adopted by several community members and social service agencies and updates are underway. Montana 211 is also a resource to identify housing, healthcare, addiction, food, and other resources.

Through the Billings Metro VISTA Project, beneficiaries have received direct services relating to housing, food security, economic opportunity, education, and employment support. Full-year and summer associate VISTA members have supported over 50 nonprofit organizations in the Billings area from 2007 to the present. For other accomplishments, please see the response to the first question in this section (CR-25).

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Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

As previously stated, the City of Billings does not receive mainstream federal funding to reduce and end homelessness. To the greatest extent possible, City staff has continued to implement Welcome Home Billings, the City's ten-year plan to impact homelessness.

The City's ***Resource Map*** and ***Notepad*** included a comprehensive downtown service directory for anyone seeking assistance. These resources were distributed to health / mental health care facilities, foster care and other youth facilities, and local corrections programs. A local social services group has volunteered to update these documents and they have secured funding for printing and distribution. The Montana 211 website and phone line is now up and running, and this service provides another resource for Billings citizens.

The City sponsored a full-year VISTA member to assist NeighborWorks Montana in researching the feasibility of establishing a comprehensive housing center to serve low-income renters and homeowners. The VISTA member facilitated a working group comprised of the Billings affordable housing organizations to bring the Home Center into fruition. Participants included the City of Billings, HomeFront, Rebuilding Together Yellowstone County, District 7 HRDC, Rural Dynamics, Beartooth Resource Conservation and Development, and Homeword.

After 18 months of planning, the Home Center opened in July 2015 in downtown Billings, which is central to the City's low-income neighborhoods. The City provided a second, full-year VISTA member from July 2015 to July 2016 to help create the Home Center's housing programs. Today, the Home Center provides comprehensive housing services including information on available units, fair housing information, housing education and counseling. Housing services are coordinated under one roof, creating the opportunity for potential homebuyers and renters seeking safe, affordable homes and access all housing services in a one-stop-shop.

Additional information regarding crosscutting strategic and programmatic goals to impact homelessness is in the SP-40 Institutional Delivery Structure section of the Consolidated Plan. For other accomplishments, please see the response to the first question in this section (CR-25).

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CR-30 Public Housing *91.220(h), 91.320(j)*

Actions taken to address the needs of public housing.

HomeFront, the City's local public housing authority, is eligible to apply for funding through the City's Affordable Housing Development Program. In the past, the City has granted over $1.5 million to support efforts to expand affordable housing opportunities, resulting in 75 new housing units. The City has also provided funding for a variety of rehabilitation and new construction projects to neighborhoods that have public housing units.

The City has helped rehabilitate properties, sold land for new businesses, and granted land to nonprofits to assist with neighborhood revitalization efforts in neighborhoods where HomeFront complexes have been built. The City has also provided funding for parks and play areas for the neighborhoods where HomeFront families reside. The City's First Time Home Buyer program assists with home ownership down payment assistance and home ownership counseling for clients interested in purchasing their first home.

City staff coordinates with the HomeFront to assist with applications for supportive services when required. The City has also dedicated VISTA resources to support food security initiatives and a new reading literacy program. Several community gardens have been created on residential properties owned and managed by the HomeFront.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership.

HomeFront implements the Family Self-Sufficiency program, which links participants to community agencies to help them become self-sufficient through individualized goal setting. expanded the program to include clients from the Montana Department of Commerce (MDOC). Resident councils, an Advisory Board and the Family Self-Sufficiency Panel are involved in providing input on program needs and assisting others to become actively involved in the process.

Each year, HomeFront goes through a process to assess physical needs addressed by tenants through their Resident Advisory Board for the Annual Plan process; comments are also solicited via Resident Council functions throughout the year. These comments, Board participation, tenant commissioners, and Public Housing Asset Managers' daily communications with HomeFront's client base serve to assist in assessing client needs for physical adjustments, security issues, and needed links with the community. The physical needs requests are implemented along with staff recommendations in the Capital Fund planning process.

Additional information relative to HomeFront's successes is included in the five-year plan on file at the HomeFront office.

Actions taken to provide assistance to troubled PHAs.

Not applicable. HomeFront received certification from HUD for sustaining a High Performer Status for the Public Housing Assessment System and, therefore, a review of troubled status needs is not required as part of the Consolidated or Annual Action Plan. HomeFront has also consistently received a score of 100% from HUD for the SEMAP (Section 8 Management Assessment). Should the need arise, HomeFront can apply to the City for funding to rehabilitate units to maintain high property standards.

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CR-35 Other Actions *91.220(j), 91.320(i-j)*

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. *91.220 (j); 91.320 (i)*

According to the City's most recent Analysis of Impediments to Fair Housing Choice, most of the typical exclusionary provisions that would hinder affordable housing development do not exist in the current Billings zoning codes. However, the following issues may act as barriers to affordable housing investment:

- Density bonuses have not been established to offset the cost of development if a project contains a certain percentage of affordable housing.
- There is currently not a way to fast-track the approval processes for affordable housing development projects.

  However, fast-tracking may not be as important in Billings as it is in other parts of the country. Subdivision review times are set by the Montana State Legislature. Building permit reviews for single-family homes (one to four units) are three to five days and commercial permits, including multi-family with five or more units in a structure, take four to six weeks to review. Other areas of the country, and some cities in Montana, take 30 days or longer for single-family reviews and four to six months for commercial reviews.
- The City does not currently permit a waiver or reduction of impact fees, including water and wastewater system development fees, to promote affordable housing development.
- The use of accessory dwelling units is not a widely practiced housing development strategy. However, Project Re:Code (see below) has facilitated the option to build accessory dwelling units in several additional zoning districts.

Project Re:Code: The City has undertaken a large-scale initiative to modernize zoning regulations to ensure equal opportunity and housing affordability citywide. Several AmeriCorps Volunteers in Service to America (VISTA) members have been placed in the City's Planning Division to assist with this effort.

Analysis of Impediments to Fair Housing Choice: In early 2017, the City of Billings started collaborating with entities across Montana to construct a regional 2020 fair housing analysis utilizing data and formatting recently made available through HUD's Assessment of Fair Housing initiative. This collaboration includes partnerships with the State of Montana's Department of Commerce (MDOC), the City of Missoula, and the City of Great Falls. Seven full-year AmeriCorps Volunteers in Service to America (VISTA) members have been placed to assist with this fair housing / equal opportunity initiative:

- **Montana Department of Commerce, Helena:** One member began in July 2017 and one additional member began in January 2018.
- **City of Billings:** One member began service in August 2017 in the Community Development Division. Two members began service in the Planning Division in January 2018.
- **Cities of Great Falls and Missoula:** One VISTA member was placed in each of these jurisdictions in January 2018 and a third VISTA member was placed in Missoula in January 2019.

The City's Analysis of Impediments to Fair Housing Choice was drafted in 2020 and is available online at www.BillingsMT.gov/CDreports.

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Actions taken to address obstacles to meeting underserved needs. *91.220(k); 91.320(j)*

The City has been meeting underserved needs through the following programs:

- **Create, Preserve, and Expand Affordable Housing:** Housing Rehabilitation, Affordable Housing Development, and First Time Home Buyer
- **Neighborhood Revitalization - Foreclosures:** The City's Foreclosure Acquisition / Rehabilitation loan program.
- **Poverty Impact:** Billings Metro VISTA Project
- **Pandemic Preparation, Prevention, and Response:** The City carried out three separate processes to provide social service agencies funding to meet community needs and has funded: one public facility and one public service in June 2021; eleven parks projects and six social services agreements in December 2021; and two public facilities projects along with one social service in April 2022.

Actions taken to reduce lead-based paint hazards. *91.220(k); 91.320(j)*

The City continues to maintain compliance with HUD's lead-based paint requirements as established in September of 2000. According to the American Community Survey estimates from 2007-2011, there are over 29,317 housing units built before 1979 that are at risk of containing lead-based paint, which comprises 64 percent of the total housing stock in Billings. Not all the homes built prior to 1979 contain lead-based paint and lead hazards. However, projects involving structures built prior to 1978 are considered to have the potential for lead-based paint and consistent procedures have been developed to ensure compliance with federal regulations.

In 2012, the Center for Disease Control recommended action for children with elevated levels greater than or equal to five ug/dL. The Montana Department of Public Health and Human Services cited a 2012 field study conducted in 11 counties in the state. Children enrolled in Medicaid aged one to five years were tested for elevated blood lead levels. Nearly 600 children participated in the study, and three percent of the children had levels ≥ five ug/dL. One in four of the children tested had ≥ one ug/dL. This information is the latest data available on children in Montana and exposure to lead to date.

The City will continue to practice diligence while undertaking rehabilitation and construction activities to maintain the safety of households participating in federal programs. Participants in the City's housing programs are made aware of lead-based paint requirements. Education on the hazards of exposure to lead-based paint is provided for each rehabilitation project. The City currently offers risk assessment, paint inspections, and clearance testing through certified professionals. The City also has access to certified, lead-safe and abatement contractors to ensure compliance.

In addition, City staff promotes lead-safe work practices training whenever it is offered in Montana, which gives local contractors the opportunity to become certified in lead-safe work methods. The City will continue to maintain working relationships and partner in furthering educational efforts with lead-based paint professionals to ensure HUD requirements are effectively met.

In summary, the City of Billings has achieved full compliance with HUD lead-based paint requirements. City staff continues to develop local contractor capacity for regulatory compliance. Certified Risk Assessors are utilized for assessments and clearance activities. All rehabilitation projects facilitated and monitored by City staff are brought to lead-safe standards.

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Actions taken to reduce the number of poverty-level families. *91.220(k); 91.320(j)*

The City supports efforts to improve economic conditions and supports activities to address economic conditions of low-income households in Billings. All the Consolidated Plan strategies target the improvement of economic conditions of lower income households in the community, including housing development, financing home repair and buyer activities, continuing partnerships to support community needs and funding public service activities. Specifically, the City's efforts to reduce the number of persons living below the poverty level include CDBG and HOME funding allocations to home buyer / repair programs. The results of this fiscal year's actions are as follows:

- **First Time Home Buyer:** Low-income households acquired their first home.
- **Foreclosure Acquisition / Rehabilitation:** When units are completed, low-income households are able to purchase a fully renovated home.

The City has continued to work with nonprofit organizations to help address the human service needs of lower income residents of the community in general and to serve lower income neighborhoods. This has been achieved in the past through funding allocations to social service organizations under CDBG Public Service activities, including the VISTA program. In addition, HOME program requirements stipulate serving low-income households exclusively.

The City of Billings - Community Development Division staff began working with the AmeriCorps VISTA program in 2007 to assist with the development and implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness. This project generates full-time volunteers to work in nonprofit organizations to support homeless and poverty-impact initiatives.

By July 2009, the City had earned an official project designation and the Billings Metro VISTA Project was established. This initiative is particularly important when funding levels decline; all work completed must impact poverty and homelessness. Volunteers work to provide social services to those experiencing homelessness and / or poverty. Examples of projects undertaken this fiscal year include: furthering childhood literacy and food security for public housing residents at HomeFront; assisting the Parks and Recreation Department expand food security for low-income households through the development of a community garden located in Billings' Southwest Corridor neighborhood; assisting economically disadvantaged children succeed in education through monitored mentoring programs; and expanding health education for American Indians in Billings.

Actions taken to develop institutional structure. *91.220(k); 91.320(j)*

The City of Billings is the lead government entity responsible for Consolidated Plan activities funded through CDBG and HOME. The City's ability to carry out home repair / buyer and poverty impact programs relies heavily on partnerships in the community, representing a significant strength in institutional structure. Gaps in institutional structure would, in part, be remedied with additional administrative funds to further coordinate services.

The City has been strengthening institutional structure by carrying out housing, homeless and other community development activities to address the following priorities as listed below.

Create, Preserve, and Expand Affordable Housing and Neighborhood Revitalization: The City has the comprehensive ability to address priority needs through home repair programs such as Housing Rehabilitation and Foreclosure Acquisition / Rehabilitation programs. Private-industry contractors are trained in lead-safe work methods and staff advertises contractor opportunities through print media, on the City's website, and through the Adjacent Neighborhood Task Force through public informational meetings. Emphasis continues the provision of opportunities to Section 3, minority and women-owned businesses and furthering equal opportunity to low-income owners / employers, racial / ethnic minorities and businesses owned by women.

The City maintains positive relations with HomeFront, CDBG and HOME officials at the Montana Department of Commerce, private industry developers, lenders, realtors, and others to ensure collaboration and engagement in the implementation housing programs. The City has two currently certified nonprofit CHDOs and is actively seeking additional project opportunities for the purposes of affordable housing development.

Poverty Impact: CDBG and HOME resources are not adequate to meet the needs of the homeless and those experiencing poverty in Billings. The City's main anti-poverty initiative is the implementation of the Billings Metro VISTA Project. The City has provided full-year and summer associate VISTA support to dozens of nonprofit organizations in the Billings area to date. The Billings Metro VISTA Project enables the City to support nonprofit organizations in a sustainable fashion since the provision of public service grants is no longer an option due to historically low CDBG allocations.

Actions taken to enhance coordination between public and private housing and social service agencies. *91.220(k); 91.320(j)*

The City of Billings staff works in collaborative partnership with social service providers, other government agencies, and the private sector to further community development programs, including HomeFront and the CDBG and HOME administrators at the Montana Department of Commerce.

City staff believes positive collaboration and coordination of programs and services will enhance the community's ability to meet the needs of low-income citizens. The City has continued coordinating with public, private, and social service agencies to further activities and projects identified herein, including participation in the following groups and initiatives:

- **Adjacent Neighborhood Committee:** The Planning and Community Services Department facilitates a quarterly meeting for the Neighborhood Task Force officers to collaborate. The City Council has dedicated $12,000 in non-federal funds to support Task Force newsletters, public information mailings, and community events.
- **Community Innovations Initiatives:** In October 2014, staff members from the Community Development Division, City Administration, and the Downtown Billings Alliance facilitated the Community Innovations Summit. The Summit was the catalyst for a multi-jurisdictional, coordinated response to downtown street homelessness. City staff and community leaders addressed legislation, the justice system, law enforcement and business environments. An article published by the Billings Gazette, highlights immediate successes as a result of this collaboration.
- **Resource Map and Notepad:** City staff has continued to make available the City's ***Resource Map*** and ***Notepad***, which includes a comprehensive downtown service directory. A group of social service providers is working on an update to this document and the group has garnered funding for printing.
- **Billings Metro VISTA Project:** The City has assisted dozens of nonprofit social service organizations to expand and enhance programs for the homeless and those experiencing poverty. Priority focus areas include housing, financial literacy, employment, education, food security and access to healthcare.

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Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. *91.520(a)*

The City's most significant achievement is the adoption of Project Re:Code. This initiative was the City's first chance, in nearly a half-century, to adopt modern zoning regulations that meet the communities' stated goals and aspirations. This community-led process began in January 2018 and was steered by an ad hoc committee comprised of city and county representatives. The new zoning code was passed by the Billings City Council in January 2021.

The new zoning code has also spurred reinvestment and there is a significant increase in the number of remodeling permits for additions to existing residential homes, particularly in older neighborhoods. Accessory dwelling units can now be placed in most residential neighborhoods, a significant achievement for affordable housing development.

The City of Billings Pattern Guide is designed to provide guidance to homeowners, home builders, and small business owners looking to invest in the First Neighborhoods of Billings. The guide provides character profiles for several of the lower-income neighborhoods including the South Side, North Park, and Central-Terry.

The City's Analysis of Impediments to Fair Housing Choice revealed the beginnings of segregated neighborhoods and lending discrimination for Hispanic Americans in Billings. The Analysis contained the following recommendation:

> *Billings should establish a housing service center… where home seekers are introduced to housing options beyond the racial or ethnic neighborhoods to which they often feel they are limited.*

The City sponsored a full-year VISTA member to assist NeighborWorks Montana in researching the feasibility of establishing a comprehensive housing center to serve low-income renters and homeowners. The VISTA member facilitated a working group comprised of the Billings affordable housing organizations to bring the Home Center into fruition. Participants included the City of Billings, HomeFront, Rebuilding Together Yellowstone County, District 7 HRDC, Rural Dynamics, Beartooth Resource Conservation and Development, and Homeword.

After 18 months of planning, the Home Center opened in July 2015 in downtown Billings, which is central to the City's low-income neighborhoods. The City provided a second, full-year VISTA member from July 2015 to July 2016 to help create the Home Center's housing programs. Today, the Home Center provides comprehensive housing services including information on available units, fair housing information, housing education and counseling. Housing services are coordinated under one roof, creating the opportunity for potential homebuyers and renters seeking safe, affordable homes and access all housing services in a one-stop-shop.

The City has focused distribution of investments on a citywide basis to support diversity and mixed-income development across the community. The City's performance in serving predominantly low-income households is clear via Integrated Distribution Information System (IDIS) reporting; nearly 100%. Please reference geographic distribution information in CR-15 in this CAPER.

Neighborhood Revitalization Strategy areas have not been established in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. Therefore, the City has dedicated zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity, and anti-segregation efforts.

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CR-40 Monitoring *91.220, 91.230)*

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Overall monitoring includes the following for CDBG and HOME programs:

- Examination of the community's use of available HUD, state, and local resources to meet the affordable housing and community development needs as outlined in the Consolidated Plan.
- Examination of the effectiveness of, and demand for, the Community Development Division's programs.
- Review of public comments received on the community's performance in meeting the affordable housing and community development needs described in the City's Consolidated Plan.

Organizations: The City may fund a variety of organizations to carry out CDBG and HOME activities each year. Written agreements are executed that describe applicable regulations, the scope of work and funding. This fiscal year, the City entered into an agreement with NeighborWorks Montana to develop two homeownership housing units. Organizations receiving City funds are monitored by Community Development staff to ensure compliance with the terms of the agreement and applicable regulations, including Section 3 and minority business outreach.

Affordable Housing Projects: Housing projects are monitored via desk review and / or site-visits, including inspections, on a schedule based on the number of units in the project:

# of Units	***Frequency of On-Site Monitoring***
1 - 4 Units	Every 3 years
5 - 25 Units	Every 2 years
26+ Units	Every year
Source Documentation	Every 6 years
Staff inspects 15% - 20% of the total HOME units per project, minimum one unit in each building	
10+ HOME-Assisted Units = Annual Financial Review	

Chart omitted from IDIS

On-site visits include property standards completion and ongoing compliance inspections, tenant file review, household income verification, etc. City staff also conducts annual desk reviews to ensure leases are in compliance with HOME regulations; rents are compliant with HOME limits; tenant incomes are reviewed annually and they are within eligibility limits; the property owner/manager is inspecting the property at least annually; that adequate project reserves have been established and annual reports are received; and the year-end profit and loss statements show the project is profitable and/or sustainable for the period of affordability.

Risk Assessments: Affordable housing projects are also scrutinized via routine Risk Assessment in order for City staff to evaluate the relative level of risk of noncompliance for each project in the assisted portfolio. The risk assessment includes reviewing:

- Number of units
- Staff turnover and experience
- Funding amounts, affordability periods and type of assistance provided
- File and project documentation
- Past performance

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Projects with higher risk assessment scores are prioritized for intensive case management efforts to bring the project into compliance. These projects typically undergo multiple site visits and extensive technical assistance from City staff.

First Time Home Buyers: Homebuyers receiving HOME assistance are monitored for residency requirements annually through the United States Postal Service. City staff sends a newsletter via first class mail to each assisted household. If homeowners have changed primary residency, the mail is returned to the City office. Noncompliant projects are prioritized for intervention through the City's legal office.

Community Housing Development Organizations (CHDOs): The City requires CHDOs apply for recertification on an annual basis to ensure continued requirements are being met for CHDO designation throughout applicable affordability periods. The application includes (but is not limited to) maintenance of Board composition, including at least one-third membership by residents of low-income neighborhoods and no more than one-third may be public officials or local / state employees. Staff also conducts a CHDO capacity review every time a new project is funded to ensure the organization can carry out functions of the proposed project. This fiscal year, NeighborWorks Montana and Homeword were certified as active CHDOs.

Citizen Participation Plan: Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports. *91.105(d); 91.115(d)*

Federal regulations require the City to facilitate two public hearings, at different stages of the program year, to obtain residents' views and respond to questions. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance.

The City of Billings held a public hearing in September 2022 to obtain public comment on:

- CDBG and HOME Comprehensive Annual Performance Evaluation Report (CAPER) for the prior program year; and
- Current community needs to assist the Community Development Board in:
    - Designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan; and
    - Identifying the needs of those experiencing homelessness in preparation for HOME-ARP assessment and activities.

As noted in the first section of this CAPER (CR-05), the public comment period for the City's CDBG and HOME CAPER exceeds the minimum 15-day requirement. A public hearing is also held before the Billings City Council at the end of the public comment period. Notice of both the public comment period and hearing are published in a local newspaper for three consecutive weeks. Public comments are noted in the first section of the CAPER.

The City's Citizen Participation Plan includes garnering input throughout annual allocation and performance reporting procedures and continuing to work with stakeholders to address needs. City staff encourages citizen participation in the consolidated planning process and makes special efforts to include low-income citizens, minorities, non-English speaking persons, persons with disabilities, and female-headed households. City staff is also fully prepared to comply with Citizen Participation requirements for the development of the Assessment of Fair Housing.

Community Development Board: The City of Billings created the Community Development Board in the 1970s to ensure low-income citizen participation and consultation for the use of federal funds. By City

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ordinance, six of the nine Board members must reside in low-income areas or be designated as representatives of a low-income neighborhood.

The Board meets on the first Tuesday of each month and is responsible for making recommendations to the City Council for the use of federal funds and monitoring program implementation. The Board members review drafted Consolidated Plans, Annual Action Plans and CAPERs and they annually attend Neighborhood Task Force meetings and public events to promote the City's programs.

Website Posting: The drafted CAPER was posted to the City's website and a public notice was published for three consecutive weeks to notify the public about the drafted document and the City Council's public hearing.

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CR-45 CDBG *91.520(c)*

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The coronavirus pandemic's impact has greatly impacted the Billings community. The Delta variant surge in late 2021 has not influenced the City's goals and strategies, as they are still relevant (see below), although the City may not meet established Consolidated Plan goals due to pandemic-related challenges. As a result, funding allocations, including the use of HUD's waivers, were changed to better meet current community needs.

The City's core programs have also been impacted by the pandemic. Foreclosed homes are currently not available for the City to acquire, rehabilitate, and sell to low-income households. The cost of building supplies, lack of contractors available, and homeowner hesitancy to allow contractors in and out of their homes has stalled the City's housing programs.

City staff received an Affordable Housing Development program application from the City's public housing authority (HomeFront) / HAB Development for boiler repair, rehabilitation, and the installation of new heating / cooling systems for 40 units dedicated to serving those experiencing homelessness and individuals and families needing isolation and / or quarantine. This project was cancelled by HAB Development in April 2022. HomeFront submitted another application for Affordable Housing Development for 100 two-bedroom units in June 2023, but cancelled the application in August 2023.

Goals and Objectives

- Create, preserve, and expand affordable housing options
    - Encourage the citywide development of new affordable single-family, multi-family and special needs housing in the community through private developers and nonprofit organizations.
    - Provide direct, affordable financing and assistance to low-income homeowners for the completion of needed repairs citywide.
    - Provide affordable financing and support to promote homeownership opportunities citywide.
- Neighborhood Revitalization: Foreclosures
    - Revitalize neighborhoods through foreclosure remediation, redevelopment, and infill development. Impact Poverty
- Impact Poverty
    - Provide public service activity funding to support the Billings Metro VISTA Project to support local nonprofit organizations expand services for the homeless and special needs populations: Healthcare; Food Security; Education; Employment; Financial Literacy; and Housing.
- Prevent, prepare for, and respond to coronavirus
    - Provide public service activity and public facility improvement funding to prevent, prepare for, and respond to the coronavirus. Priority needs have been identified in the City's Community Assessment Report, including, but not limited to:
        - Low-Income Beneficiaries: Rent, mental health care, meal distribution, mortgage payments, internet access, utility assistance, childcare, etc.

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- Public Improvements & Facilities: Handwashing stations, additional public restrooms / cleaning, infrastructure, etc.
- Social Service Agencies & Public Health Support: Client remote access, vaccination activities, virtual service ability, exposure prevention - staff training, unmet hospital / public health needs, FEMA match, facility social distancing, etc.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City of Billings - Community Development Division does not have an open BEDI grant.

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CR-50 HOME *91.520(d)*

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations.

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

City staff conducts annual reviews of affordable rental housing projects funded through the HOME program throughout the affordability period. HOME-funded projects requiring on-site inspections this year included: Old Town Square apartments (HomeFront of Billings); Southern Lights apartments (Homeword); Magic City Terrace apartments (Volunteers of America); Westchester Square apartments and Pheasant Home apartments (HomeFront, formerly known as the Housing Authority of Billings).

All the issues detected during the inspection of HOME-assisted units were minor and were immediately remedied. A second-floor bedroom was missing a screen which was replaced. Another property needed to have a smoke detector replaced and one burner on a stovetop replaced. All the projects were reviewed this year and staff determined that they are being operated in compliance with HOME program regulations. Properties not meeting compliance with regulations are addressed through case-management and a targeted provisional work plan is created to bring the project into compliance.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. *92.351(b)*

The City adheres to an Affirmative Marketing Procedure to further the City's commitment to nondiscrimination and equal opportunity in housing. The intention of City staff's efforts is to attract those who are least likely to apply for housing and community development programs. City staff has assessed affirmative actions taken and believes the marketing completed for HOME units is adequate.

Affordable Housing: Proposed affordable housing development projects with more than five HOME units are required to submit an Affirmative Marketing Plan with the application for funding. Plans include procedures for marketing units to minority / disabled populations and performing significant outreach to ensure equal housing opportunity for potential renters / owners of the housing units.

Affirmative Marketing Action Plans were also reviewed during annual monitoring reviews. Organizations list the process by which they are marketing vacant units (rental offices, the local newspaper, and entrance of the project) in attempt to reach different minorities, genders, and the disabled.

Home Buyer: In recent fiscal years, information regarding the home repair / buyer programs and contractor opportunities have been distributed as follows:

- City staff routinely emails fliers to agencies serving the elderly, disabled and those experiencing homelessness including HRDC District 7, Rimrock, Family Service, Inc., the Mental Health Center, and the Community Crisis Center.
- A flyer describing the home repair programs has been sent to low-income homeowners previously assisted through the First Time Home Buyer program and to local lenders.
- Print advertising appeared multiple issues of ***Tidbits of Billings*** (a weekly publication).
- Printed brochures and information are continually distributed through the Billings Home Center.
- Before the pandemic, over 35,000 full-color direct mail inserts were distributed to City residents via water bills.

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- Distributed printed flyers, brochures and information through the Office of Indian Education and the Indian Health Board of Billings.
- Information, applications, and other information are continuously available on City of Billings' website here.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

A total of $446,208 in program income and recaptured funds was received in the HOME program this fiscal year. Funding was committed and expended this fiscal year via the First Time Home Buyer program.

HUD requires the City of Billings to utilize program income, repaid, and recaptured revenues prior to drawing down entitlement funds. Therefore, staff reduces previously committed entitlement funds from IDIS activities and replaces it with cash revenue funds for immediate use. The Consolidated Plan stipulates that federal resources will be allocated on a close- and shovel-ready basis, ensuring the efficient use of funds in programs that are in higher demand.

A total of seven households achieved homeownership through the First Time Home Buyer program, one of which was funded using HOME dollars. The average purchase price of the homes was just over $206,000. Last fiscal year, the average purchase price was $192,000 and the year prior it was $173,000. This HOME-assisted household was a minority and low-income.

Describe other actions taken to foster and maintain affordable housing. *91.220(k)*

The City has been managing the following programs to foster and maintain affordable housing:

- **Create, preserve, and expand affordable housing options**
  - First Time Home Buyer and Affordable Housing Development.
- **Neighborhood Revitalization:** Foreclosure Acquisition / Rehabilitation
- **Poverty Impact:** Billings Metro VISTA Project
- **Prevent, prepare for, and respond to coronavirus**
  - **Public Services:** Rent, mental health care, meal distribution, mortgage payments, internet access, utility assistance, childcare, etc.

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CR-58 - Section 3

HUD Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving HUD CDBG and HOME funding.

The Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Recipients of HUD funds (i.e. grantees and contractors) ensure that "to the greatest extent feasible," when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low- and very-low income people and to businesses that are owned by low- and very-low income persons or businesses that hire them. These opportunities are both gender and race neutral.

Section 3 Reporting	PROJECT	-	-	Total
Funding Source	CDBG			
IDIS #				
Total Labor Hours				
Section 3 Worker Hours				
Targeted Section 3 Worker Hours				
Nature of Agency Efforts This section is required if, based on the labor hours reporting above, the reporting agency did not meet the safe harbor benchmarks. Check all that apply. Maintain records available for HUD review to document any efforts checked.				
Outreach efforts to generate job applicants who are Public Housing Targeted Workers				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.				
Direct, on-the job training (including apprenticeships).				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).				
Outreach efforts to identify and secure bids from Section 3 business concerns.				
Technical assistance to help Section 3 business concerns understand and bid on contracts.				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.				

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Section 3 Reporting, Continued	PROJECT	-	-	Total
Held one or more job fairs.				
Provided or connected residents with supportive services that can provide direct services or referrals.				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.				
Assisted residents with finding child care.				
Assisted residents to apply for, or attend community college or a four year educational institution.				
Assisted residents to apply for, or attend vocational/technical training.				
Assisted residents to obtain financial literacy training and/or coaching.				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.				
Provided or connected residents with training on computer use or online technologies.				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.				
Other, specify.				

Narrative

The only Section 3 project the City can report on, at present…

Other projects pending construction completion:

- Downtown Business Improvement District, Handwashing Station & Public Restroom, IDIS #1690
- Foreclosure Acquisition / Rehabilitation: 930 Steffanich, IDIS # pending, reconstruction single-family housing unit
- North Park Restroom & Water Fountain, IDIS # 1735
- Pioneer Park Heritage Trail, IDIS # 1724
- Comanche Park Playground, IDIS # 1730

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ATTACHMENT A - Public Notice

ATTACHMENT B - Public Comments

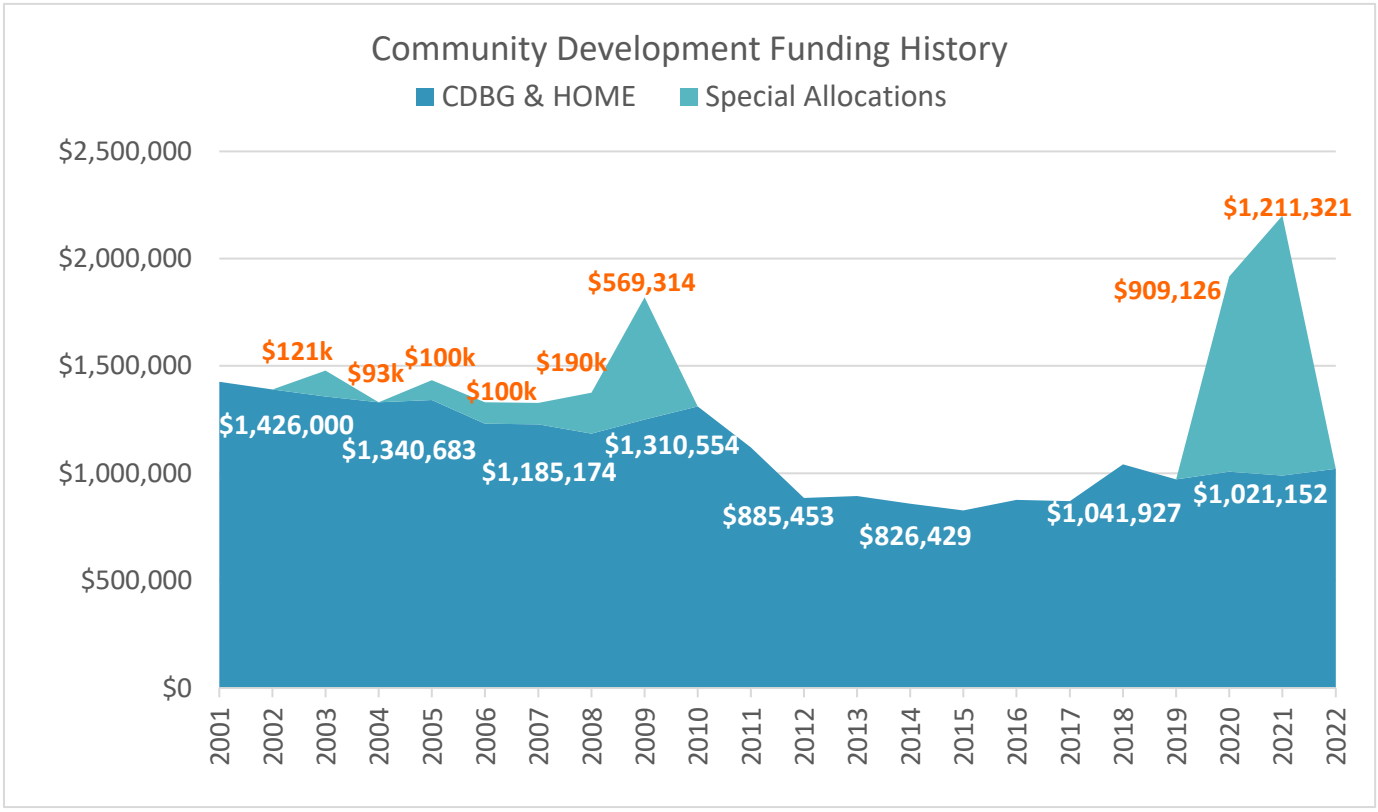
The City of Billings held a public hearing on Monday, September 11, 2023, at 5:30 pm to obtain public comment on:

- CDBG and HOME Comprehensive Annual Performance Evaluation Report (CAPER) for the prior program year.
- Designing the application process for the upcoming program year before the publication of the drafted Annual Action Plan.

Federal regulations require the City to facilitate two public hearings, at different stages of the program year, to obtain residents' views and respond to questions. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance.

Public comments / inquiries are summarized below.

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Community Development Funding History
CDBG & HOME
Special Allocations
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
$121k
$93k
$100k
$100k
$190k
$569,314
$909,126
$1,211,321
$1,426,000
$1,340,683
$1,185,174
$1,310,554
$885,453
$826,429
$1,041,927
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2825 3rd Avenue North, Billings, MT 59101 406.657.8281 Relay: 711 BillingsMT.gov/ComDev

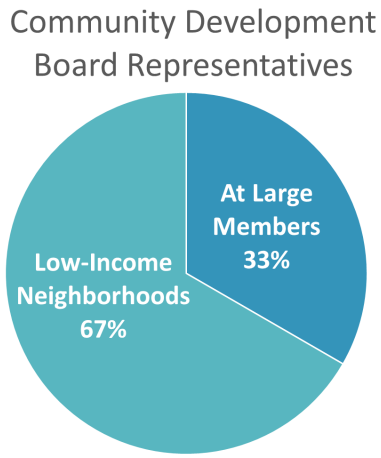
This guide is intended to provide an outline of the City of Billings' Consolidated Planning process for decisions relative to Community Development Block Grants (CDBG), HOME Investment Partnerships program (HOME), and other funding allocated through the U.S. Department of Housing and Urban Development (HUD).

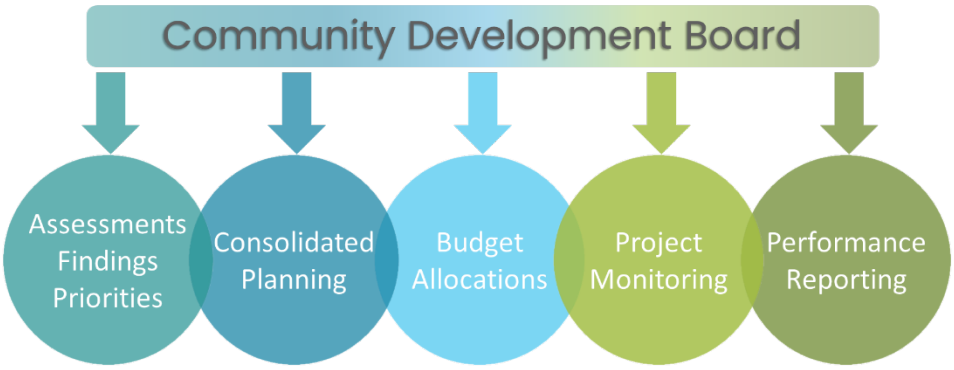
Funding Source and Intent

The City of Billings has been a recipient of HUD entitlement CDBG allocations since the mid-1970s and HOME funds since the early 1990s *(over $47 million collectively).* Investments in CDBG and HOME has generated nearly $10 million in loan repayments since 2001. Projects, programs, and activities funded through CDBG and HOME are regulated and monitored by the federal government and must be primarily targeted to address community affordable housing for low-income citizens and poverty-impact needs in Billings.

Guidance & Recommendations Process

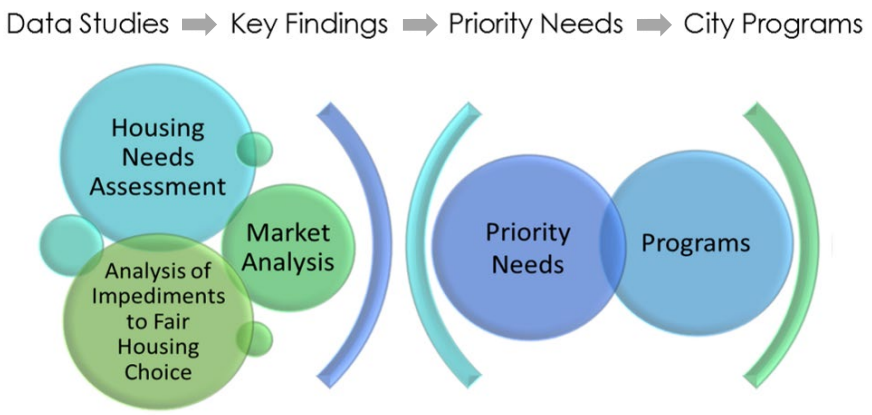
The Community Development Board provides staff guidance relative to assessment, planning, allocation, monitoring, and reporting processes for HUD federal funding. The Board is composed of six low-income neighborhood representatives and three at-large members. This composition complies with a federal regulation to ensure decision-making processes include involvement from residents of low-income neighborhoods. The Board is also responsible for making funding recommendations to the City Council for review and approval.



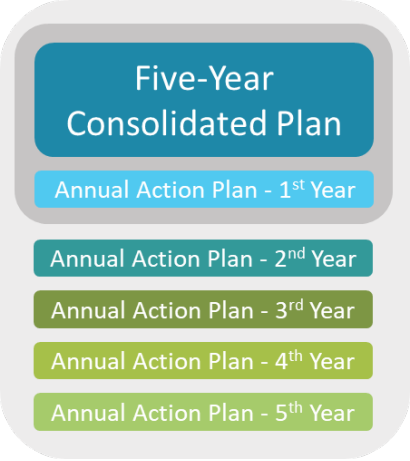


Planning Process

The Consolidated Plan is the primary planning document directing the City's CDBG and HOME investments and it covers a five-year period. The Consolidated Plan includes a comprehensive housing needs assessment and a housing market analysis, *(refer to page 4 for a list of the Consolidated Plan components).* The City must also complete an Analysis of Impediments to Fair Housing Choice every five years *(summary begins on page 6).* Key findings establish priority needs, and City programs are developed based on findings and priorities.



Planning for each five-year Consolidated Planning cycle begins in September with a public hearing to obtain data and public comment on community needs to assist the Community Development Board in designing the application process for the upcoming program year. The Consolidated Plan includes the Annual Action Plan for the first year of the five-year period.



Allocation Process

To allocate CDBG and HOME resources, the Community Development Division staff and Board members facilitate an extensive process to gather public input on the use of federal funds beginning each September. The Board sets priorities for funding based on demonstrated community need.

Applications are made available at the beginning of December and due at the end of January. Applications are then forwarded to the Community Development Board and recommendations are prepared for City Council consideration. The Staff facilitates a 30-day public comment period, the City Council takes action, and the Annual Action Plan is submitted to HUD by May 15.



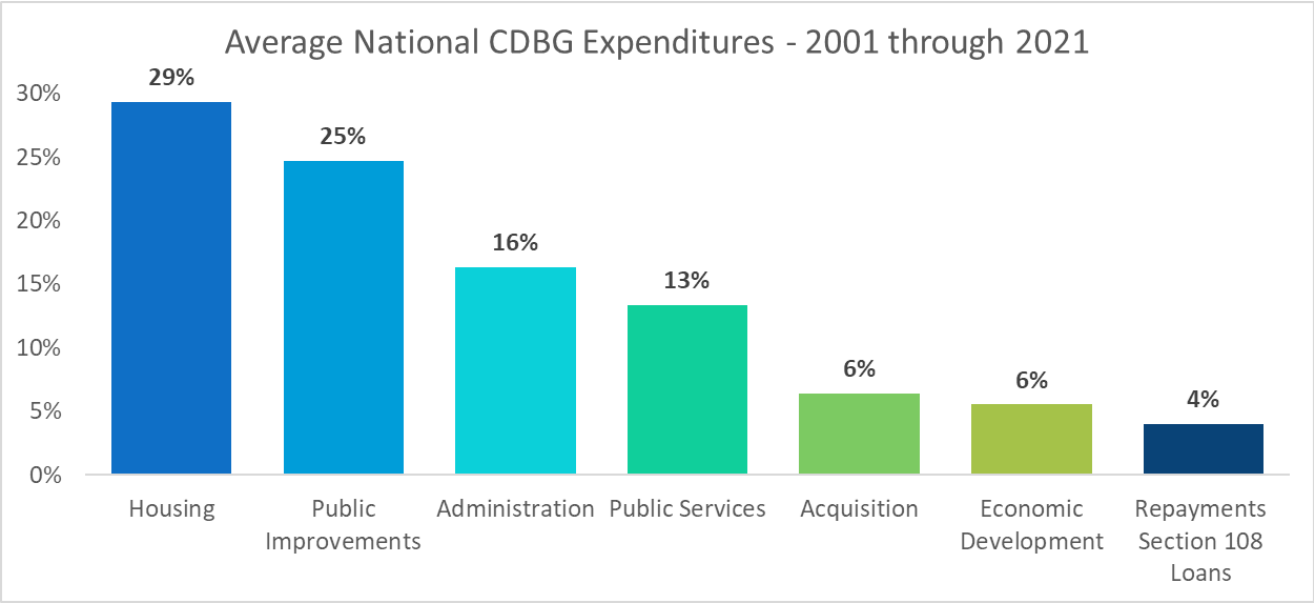
Allocation Compliance

Allocations must be consistent with the goals and priorities of the approved five-year Consolidated Plan for the use of CDBG & HOME resources in Billings. Allocation recommendations must conform to pre-determined spending requirements on several categories including: CDBG and HOME administration caps *(maximum of 20% and 10% of new funding respectively);* public service caps *(up to 15% of new CDBG funding)*; and Community Housing Development Organization set-aside for affordable housing development *(minimum 15% of new HOME funding).*

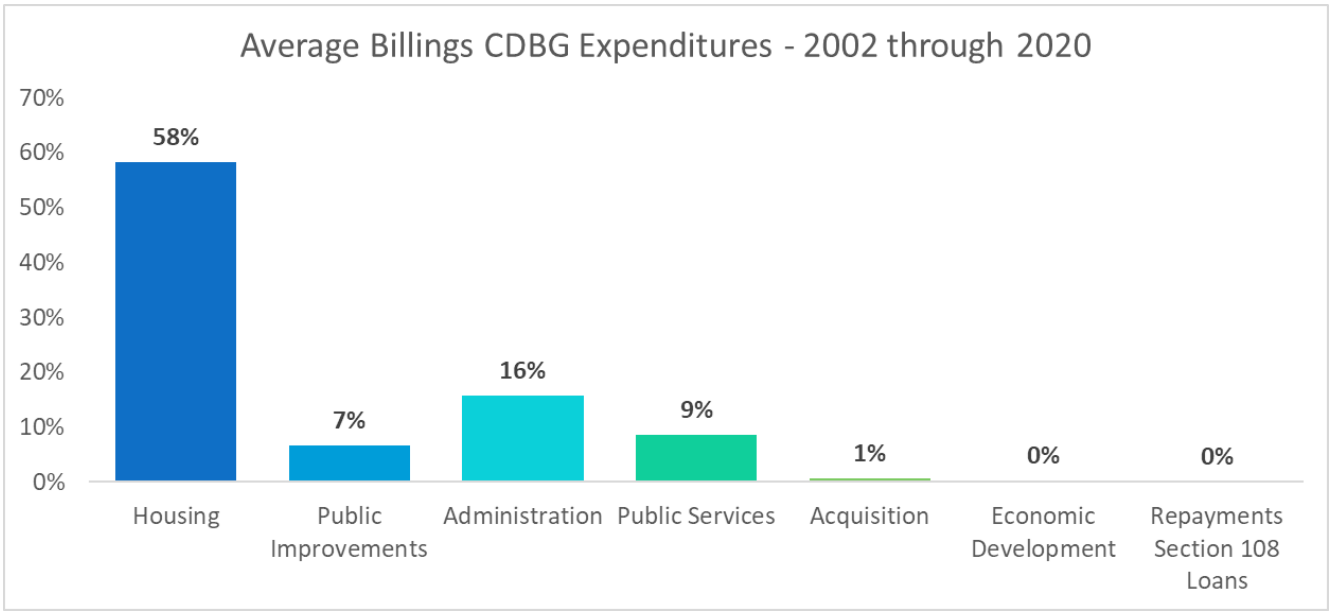
If the City is non-compliant with federal spending requirements, the City's entitlement status for federal funds would be at risk. Non-federal funding repayment is required for noncompliant project, program, and activity expenditures.

Average Expenditures

Across the nation, housing has been the number one expenditure for all participating jurisdictions, followed by public improvements, administration, public services, acquisition, economic development, and repaying Section 108 loans *(loans the City can leverage to borrow against future CDBG funding allocations).*



In Billings, housing is also the number one expenditure. However, the City has not dedicated similar amounts of CDBG funding to support public improvements. Local administration costs matches the percentage costs for the nation and the City has expended slightly less than the national average on public services, five percent less on acquisition. Economic development training was funded in 2002 and several years thereafter. HUD later notified the City that economic development training would need to be funded within the public services cap in future years. The City has not borrowed against future CDBG entitlement allocations through the Section 108 program.



Consolidated Plan Components

The Consolidated Plan is an extensive assessment including Housing Needs Assessment, a Housing Market Analysis, Strategic Planning, and the first Annual Action Plan for the Consolidated Plan's five-year period. The City is also required to conduct an Analysis of Impediments to Fair Housing Choice as part of the Consolidated Planning process. Every five years, the City has the opportunity to reassess community needs, identify key priorities, and determine strategies to meet community needs.

Executive Summary

- Introduction
- City of Billings Objectives & Outcomes
- Evaluation of Past Performance
- Citizen Participation & Consultation
- Summary

The Process

- Responsible Agencies
- Introduction
- Public Housing & Assisted Housing Providers
- Participation & Consultation
- Citizen Participation Process & Outreach

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- Number of Households by Income Level
- Housing Problems
- Disproportionate Need - Housing Problems by Income Level, Race, & Ethnicity
- Disproportionate Need - Severe Housing Problems by Income Level, Race, & Ethnicity
- Disproportionate Need - Housing Cost Burdens
- Disproportionate Need - Discussion
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- Homeless Needs Assessment
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- Cost of Housing
- Condition of Housing
- Public and Assisted Housing
- Homeless Facilities and Services
- Special Needs Facilities and Services
- Barriers to Affordable Housing
- Non-Housing Community Development Assets
- Education
- Needs and Market Analysis Discussion
- Broadband Needs of Housing
- Hazard Mitigation

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- Overview
- Geographic Priorities
- Priority Needs
- Influence of Market Conditions by Affordable Housing Type
- Anticipated Resources, Leveraging, Land
- Institutional Delivery Structure
- Goals Summary, Categories & Needs Addressed, Outcomes, Objectives, Goal Outcome Indicators, Five-Year Goals
- Public Housing Accessibility and Involvement
- Barriers to affordable housing
- Homelessness Strategy
- Lead based paint Hazards
- Anti-Poverty Strategy
- Monitoring

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- Expected Resources
- Annual Goals and Objectives
- Projects
- Geographic Distribution
- Affordable Housing
- Public Housing
- Homeless and Other Special Needs Activities
- Barriers to affordable housing
- Other Actions

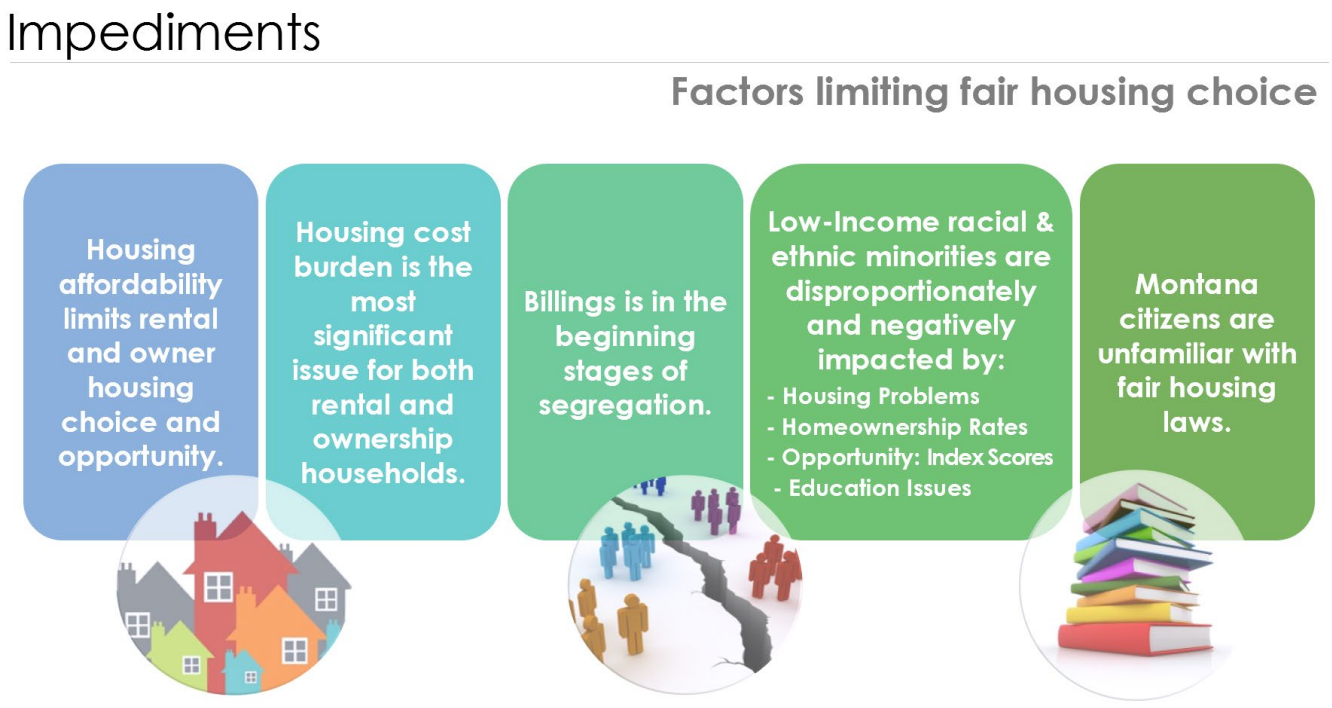
Analysis of Impediments to Fair Housing Choice

As recipients of HUD funding, entitlement communities are required to: conduct an analysis to identify impediments to fair housing choice (AI); and take and maintain records of appropriate actions to overcome the effects of identified impediments. HUD allocates funding to the State and entitlement communities through the CDBG and HOME programs.

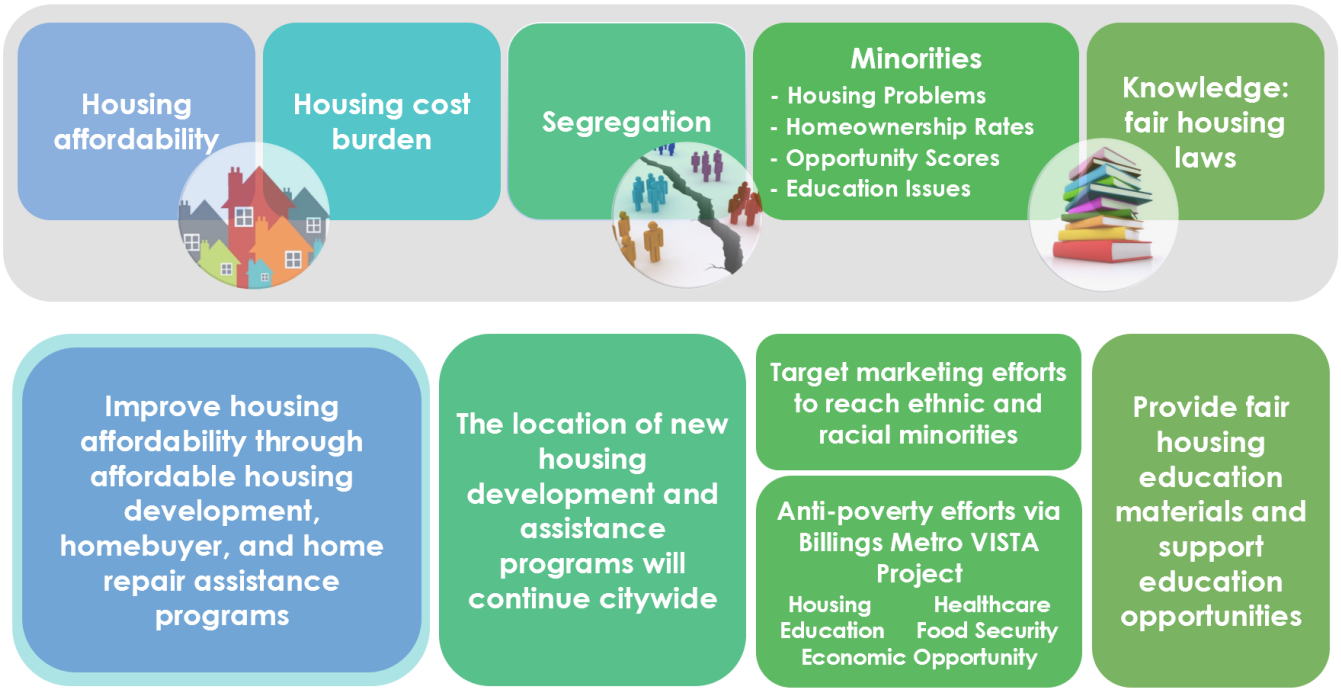
According to HUD's Fair Housing Planning Guide, impediments to fair housing choice are defined as any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin that restrict housing choices or the availability of housing choice, or other protected characteristics and any actions, omissions, or decisions that have this effect. The list of protected classes included in this definition is drawn from the federal Fair Housing Act, which was first enacted in 1968. State and local governments may enact fair housing laws that extend protection to other groups, and the AI is to address housing choice for these additional protected classes as well. Montana state code has extended additional fair housing protections based on creed, marital status, and age. The Cities of Bozeman, Butte, Helena, and Missoula have adopted ordinances prohibiting housing discrimination based on sexual orientation and gender identity or expression.

The AI process involves a thorough examination of a variety of data related to housing in Billings, much of the data highlighted are based on HUD recommendations. This data is collected, analyzed and assessed to determine barriers to affordable housing. Identified impediments are then used to establish quantifiable goals and the reduction of the barriers to fair housing choice. The AI is also subject to a 30-day public comment review process before submission to HUD.

The City of Billings Analysis of Impediments to Fair Housing Choice was completed in 2020 in preparation for the FY2020-2024 Consolidated Plan. A summary of impediments is illustrated below.



Impediments & Strategies



Impediments & Strategies

- **Housing affordability limits rental and owner housing choice and opportunity.**

- **Housing cost burden is the most significant issue for both rental and ownership households.**
    - City staff will continue efforts to improve housing affordability for homeowners and renters through affordable housing development, homebuyer, and home repair assistance programs.

- **Billings is in the beginning stages of segregation.**
    - The location of new housing development and assistance programs will continue on a citywide basis.

- **Low-Income racial and ethnic minorities are disproportionately and negatively impacted by: housing problems; homeownership rates; opportunity scores; and access to education.**
    - The City will continue to target marketing efforts to reach ethnic and racial minorities to improve access to housing opportunity.
    - The City will also continue to support the Billings Metro VISTA Project as an anti-poverty strategy to expand access to: housing; healthcare; education; food security; and economic opportunity.

- **Citizens are unfamiliar with fair housing laws.**
    - City staff will continue efforts to provide fair housing education materials on the City's website, in the office, at the Home Center, and will support fair housing educational opportunities with Montana Fair Housing.

City of Billings - Community Development Division

Staff Time Tracking & Grant Draw Procedures

Community Development's time-tracking practices and accounting methods are continually monitored by the U.S. Department of Housing and Urban Development, the Corporation of National and Community Service, the City's Finance Department, and the City's external auditing team.

Staff Time Tracking

Personnel Expenses - 2 CFR 200.430:

> **(i)** ***Standards for Documentation of Personnel Expenses*** (1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
>
> **(i)** Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
>
> **(ii)** Be incorporated into the official records of the non-Federal entity;
>
> **(iii)** Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS);
>
> **(iv)** Encompass federally-assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy;
>
> **(v)** Comply with the established accounting policies and practices of the non-Federal entity (See paragraph (h)(1)(ii) above for treatment of incidental work for IHEs.); and
>
> **(vi)** [Reserved]
>
> **(vii)** Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Each staff member has a spreadsheet with the grant programs they may be working in. They track the number of hours they spend for every day in the week. Here is an example:

Week Beginning	Monday						Tuesday					
	HOME		CDBG			VISTA	HOME		CDBG			VISTA
	HOME Admin	*Aff Hsg*	*COVID*	*Rehab*	*Foreclosure*		*HOME Admin*	*Aff Hsg*	*COVID*	*Rehab*	*Foreclosure*	
7/1/2020	Last fiscal year											
7/6/2020				0.25		7.75				3.00	1.50	3.50
7/13/2020			1.25	2.50	2.25	2.00				3.50	3.25	1.25
7/20/2020				1.00	4.50					1.25	6.75	
7/27/2020				0.50	2.50	5.00			0.50	5.25	1.75	0.50
8/3/2020			1.50	2.00		4.50			2.00	3.75		2.25
8/10/2020			4.00	1.00	0.75	2.25			4.25	0.75	0.50	2.50
8/17/2020			0.50	1.75	0.75	6.00			3.00	3.25	0.50	1.25
8/24/2020			0.75	2.25	0.50	4.50			0.50	4.25	2.75	0.50
8/31/2020				0.75		7.75			1.50	4.25	0.50	1.75
9/7/2020	Holiday									0.50	1.75	5.75
9/14/2020			1.00	0.75	3.50	2.75			3.50	0.50	1.25	2.75

Every quarter, Finance sends the Community Development manager the exact amount that was spent for each staff member in the Division for wages, unemployment insurance, industrial accident, health insurance, FICA, retirement, Medicare, etc.

The average percentage of time a staff member spends in each grant program is calculated every quarter. The personnel costs are then multiplied by the percentage for each grant program and drawn accordingly.

Internal Grant Draw Procedures

The City of Billings is tracking the expenses corresponding to the HUD grant years by reserving a different fund for each grant year. Expenses are tracked within the accounting system by type of expense in each grant year.

Quarterly reports:

1. During the quarter each expense and project is tracked in a fund that corresponds to the correct origin year.

2. At the end of the quarter, a report is pulled from the City's accounting system by the Finance Department and sent to the Community Development Manager.
    a. The report gives the quarter's budget (which matches the amount in IDIS), the amount expended year-to-date, and the amount left in the budget. This report also tracks the Revenue by Program Income or Entitlement.
    b. This report from the accounting software is entered by the Community Development Manager into a spreadsheet "Innoprise Draw Report" tracking the budgeted amount, the current quarter's expenses (difference between prior YTD amount and current YTD amount) and any necessary changes against the IDIS balance to determine the amount of the draw.
    c. Salaries and Benefits are tracked in a separate fund and are reallocated at the end of the quarter according to the time spent in each program per employee, not to exceed the budgeted amount in the funds.
        i. The HR Department pulls a payroll report by employee for the quarter (by the date paid) to be sent to Finance and the Community Development Manager.
        ii. The Community Development Manager allocates the salaries and benefits for each employee for each program by the number of hours tracked during the quarter – "Staff Allocations by Program".
    d. Necessary changes to the expenses during the quarter including the salaries allocation will be adjusted in the City's accounting software by journal entry to match the total expenses in each fund and the spreadsheet created by the Community Development Manager "Innoprise Draw Report".
    e. The Innoprise Draw Report also tracks the closed and pending loans by name and IDIS #.

3. A Quarter Draw Summary is created by the Community Development Manager.
    a. The Quarter Draw summary summarizes the IDIS number, and activity, the draw expected from IDIS and which grant year(s) and amount per grant year to be drawn.

4. The Community Development Manager tracks the sum total of the programs and grant years according to the Origin Year Test and the Program Year Test within the Community Development Drawdowns spreadsheet.
    a. The program year test is filled out per quarter to test that no more than 20% of Program Income and Entitlement shall be obligated.

b. The origin year test pulls the CDBG Administration amounts in the Quarter Draws Summary by Grant Origin Year and compares it to 20% of the total Entitlement funds for the origin year for Planning and Administrative Expenses. This is tracked over multiple years/quarters to compare the admin expense totals for the origin year.

5. The Community Development Manager also tracks the Program Income and Entitlement amounts by year in the spreadsheet entitled IDIS & Revenue Book to track which revenues are used by IDIS # and Activity.

6. The Innoprise Draw Report, Quarter Draw Summary, Community Development Drawdowns, and Staff Allocations by Program are returned to the Finance Department to create the journal entry for changes and compare the final amounts to the City's accounting system. After the Journal Entry, the balance of the City should match the Innoprise Draw Report. The difference between the final City balances (Budget less Actual) at the end of the quarter, less the balance of the IDIS report on the website should equal the draw amount.

7. Once compared, the Community Development Manager reports the projects within the IDIS system.

City Council Regular

Date:	09/11/2023
Title:	Substantial Amendment to FY2023-2024 Annual Action Plan to include CPTED Activities
Presented by:	Brenda Beckett
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff and the Community Development Board recommend the City Council hold a public hearing on a substantial amendment to the FY2023-2024 Annual Action Plan, consider comments, and approve the amendment to include Crime Prevention Through Environmental Design (CPTED) improvements to public parks located in lower-income neighborhoods as a program addition.

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

The Billings City Council has prioritized crime prevention activities and the Community Development Division needs to meet Community Development Block Grant (CDBG) timeliness goals to expend funds to comply with federal regulations.

Crime Prevention Through Environmental Design (CPTED) recommends improvements to the design of buildings, landscaping and outdoor environments to discourage crime. The Community Development Division will work with the Parks and Recreation Department to prioritize low-income neighborhood parks based on crime activity data and park facility conditions for improvements to lighting, design, landscaping, social engagement, etc. Any and all available CDBG funding, including the new allocation for FY2023-2024, unallocated funding from prior fiscal years, and repayment program income, may be allocated to meet timeliness deadlines to expend funds. Allocations may be moved from currently funded programs, including Foreclosure Acquisition / Rehabilitation, Affordable Housing Development, First Time Homebuyer, and CDBG support for the AmeriCorps VISTA program. This does not mean programs will not continue and be funded as programs and projects move forward, but it gives the City the critical ability to meet funding expenditure deadlines, meet an identified Council priority, and serve low income residence in the community.

The City's proposed amendment was made available on the City's website at www.BillingsMT.gov/ConPlan on Friday, August 11, 2023 and is open for public comment from Saturday, August 12 through Monday, September 11, 2023. If approved, the amended plan will then be revised, as required, and submitted to the U.S. Department of Housing and Urban Development.

STAKEHOLDERS

- Low-income neighborhood residents benefiting from public facility and infrastructure improvements are the primary stakeholder group this amendment affects. Notification of the CD Board meeting when this amendment was discussed, posting of the amendment to the City's webpage, and notice of the public hearing at the City Council meeting was provided per notification procedures.

ALTERNATIVES

City Council may:

- Approve the amendment, with or without conditions.
- Not approve the amendment. Not approving this amendment both goes contrary to an adopted Council priority to address public safety in the community and puts the City at risk of not complying with CDBG expenditure timeliness requirements per HUD.

FISCAL EFFECTS

An adverse financial outcome to the City is not anticipated. The commitment and expenditure of these funds will help the City to meet CDBG federal timeliness requirements. Exact budgets for various qualify park projects will be determined after CPTED assessments are completed and improvements are identified.

SUMMARY

Staff and the Community Development Board recommend the City Council hold a public hearing on the substantial amendment to the FY2023-2024 Annual Action Plan, consider comments, and approve the amendment.

Attachments

Annual Action Plan Substantial Amendment

CITY OF Billings

Annual Action Plan
FY2023-2024

Substantial Amendment
September 2023
Crime Prevention through Environmental Design for City Parks in Low-Income Neighborhoods

Community Development Division
2825 Third Avenue North
Billings, Montana 59101
www.BillingsMT.gov/comdev
406.657.8281 TTY711



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Section I: Executive Summary

AP-O5 Executive Summary

24 CFR 91.200(c), 91.220(b)

Introduction

Five-year Consolidated Plans and one-year action plans are required by the United States Department of Housing and Urban Development (HUD) for the City of Billings to receive funding through the Community Development Block Grant (CDBG) and HOME Investment Partnerships programs (HOME). The City's five-year Consolidated Plan for FY2020-2024 identifies activities to be carried out from July 1, 2020 through June 30, 2025 to address priority needs in the community and serves as a guiding document for the use of the City's CDBG and HOME funding.

This one-year Annual Action Plan addresses priority needs and outlines the use of the City's CDBG and HOME funding for activities to be carried out from July 1, 2023 to June 30, 2024. Plans should be submitted to HUD 45 days prior to the start of the City's program year start date: July 1.

Focused on CDBG and HOME activities, the Consolidated and Annual Action Plans combine the planning and application requirements for the CDBG and HOME programs. Consolidation of the submission requirements for the CDBG and HOME programs allows program planning and citizen participation to take place in a comprehensive context covering both programs. The CDBG and HOME programs covered by the Consolidated Plan have three basic goals:

- **To provide decent housing,** including maintaining the affordable housing stock in the community; increasing the availability of permanent housing that is affordable to low-income households without discrimination; increasing support of housing that enables persons with special needs to live independently; and assisting homeless persons to obtain affordable housing.
- **To provide a suitable living environment**, including improving the safety and livability of neighborhoods; increasing access to quality facilities and services; reducing the isolation of low-income households within areas by de-concentrating housing opportunities and revitalizing deteriorating neighborhoods; restoring and preserving natural and physical features of special value for historic, architectural, or aesthetic reasons; and conserving energy resources.
- **To expand economic opportunities**, including creating jobs accessible to low-income individuals; providing access to credit for community development activities promoting long-term economic and social viability; and empowering low-income persons living in public and federally assisted housing to achieve self-sufficiency.

All activities undertaken by the City utilizing CDBG and HOME funding must primarily benefit low-income persons. The strategies described in the Consolidated and Annual Action Plans outline a specific course of action for the community's housing and community development activities. The plan builds on local assets to meet the needs of the community and sets forth goals, objectives, and performance measures to ensure progress in achieving the strategies described herein.

Pandemic Response

The Community Development Division spearheaded new initiatives in response to worldwide and national pandemic variant surges. Several pandemic projects and programs were funded:

- **The Salvation Army:** $55,000 was allocated to increase food service by 20 percent through the mobile meals program.
- **Downtown Billings Improvement District:** $117,715 was allocated to procure and install a public handwashing and restroom facility in an area facilitating use by people who are experiencing homelessness.
- **Parks Improvements:** A number of improvements within low-income area neighborhoods parks were funded to specifically address pandemic concerns, including touchless bathroom features. Other improvements were designed to provide suitable outdoor fitness and create spaces to support social distancing. Other projects include accessibility improvements, playground equipment, ensuring airflow exchange in a community building, and the installation of adult exercise equipment to encourage physical activity and social distancing outdoors.
- **Fast-Track Public Services:** The Community Development staff and the Community Development Board also recommended implementing a fast-track public services application process, which was approved by the City Council at the end of December, 2021. The streamlined procedure accommodated applications up to $15,000 from social service agencies to prevent, prepare for, and respond to the coronavirus. Several organizations were funded to provide social services, including mental health care, substance abuse services, homeless programs, and programs benefitting children www.BillingsMT.gov/CDBGcvfast.
- **Alternatives, Inc.:** $47,000 in CDBG funding is being used to strengthen information technology and app development to provide mental health treatment options, at a distance, to low-income clients. The ability to provide distance services will protect both the clients and Alternatives staff from the spread of the coronavirus. According to the City's pandemic needs assessment, one in two survey respondents experienced higher levels of stress, and one in five respondents expressed mental health care as a primary need.
- **Boys & Girls Club:** $140,000 in CDBG funding was used to renovate an insufficient front reception area at the Boys & Girls Club in order to provide room for social distancing.
- **Billings Public Schools:** $313,300 in CDBG funding will be used to replace an insufficient HVAC system at Washington Elementary School to improve indoor air quality and ventilation. Improvements to public health will prevent spread of coronavirus to ensure the building's continued usefulness during an outbreak. The Delta variant significantly impacted children attending school in Billings and accelerated the spread of the coronavirus across the city.

Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

According to the City's most recent Consolidated Plan, the most significant housing issues in Billings include housing cost burden, the availability of affordable housing, and equal opportunity in homeownership for minority households.

- **Housing Cost Burden:** Over 80% of low-income households have been paying 30-50% or more of their income for housing costs. Minorities are disproportionately impacted by housing cost burden including Black / African American, Asian, Native American, and Hispanic families.
- **Affordable Housing Availability:** Housing affordability and availability are the most significant factors in limiting housing choice for both renters and homeowners. While there are an adequate number of housing units in Billings to accommodate the population, there is a housing deficit of over 4,700 units for households with incomes less than 30% of the AMI.
- **Homeownership and Opportunity:** Racial and ethnic minorities have a lower homeownership rate than the White population (67%) in Billings. The Black cohort has the lowest homeownership rate at 16% followed by Native Americans at 31%. Thirty-three percent of the Hispanic cohort are homeowners.
- **Crime Prevention:** Violent and property crime continues to be significant in Billings and have been higher than national rates for several years. Violent crime in Billings was measured at 23.9 per 100,000 people, which is 1.2 points higher than the US average of 22.7 per 100,000 people. Similarly, property crime in Billings has been measured at 68.1 per 100,000 people compared to 35.4 per 100,000 across the nation *(Bestplaces.net)*.

The City's goals are to: create, preserve, and expand affordable housing options; promote neighborhood revitalization through foreclosure program; to impact poverty; to prepare for, respond to, and prevent the coronavirus; and to implement Crime Prevention Through Environmental Design activities in low-income neighborhood parks. Outside of pandemic-impact projects and activities, the City will continue to offer programs on a citywide basis to ensure equal opportunity in all Billings neighborhoods:

- **First Time Home Buyer -** Promote financial security, home equity, housing self-sufficiency, housing and neighborhood quality and stability; increase minority homeownership, promote equal access and opportunity, and decrease segregation citywide; improve affordable housing opportunities for the elderly, persons with disabilities, and other special populations; and reduce predatory lending through education and standardized procedures.
- **Affordable Housing Development -** Expand access and availability of decent, affordable housing citywide; improve the physical quality of affordable housing; and foster suitable living environment and quality of life through the improvement of physical conditions including infrastructure for housing projects and housing development.
- **Foreclosure, Acquisition, Rehabilitation -** Mitigate the negative community impact of vacant, foreclosed properties; improve affordable housing quality, condition, safety, livability, and accessibility; stabilize property values in neighborhoods with existing vacant, foreclosed homes; and eliminate the potential for crime related to existing vacant, foreclosed properties.
- **Billings Metro VISTA Project -** Provide resources to nonprofit organizations to undertake poverty impact activities and to support the low-income individuals and families they serve; and focus areas include education, healthcare, food security, economic opportunity, housing, financial literacy, and others.

Evaluation of past performance

An evaluation of past performance that help the City choose goals or projects.

Performance on past goals and projects has been adequate and progress on goals is summarized below.

- **Create, preserve, and expand affordable housing options:**
    - **Affordable Housing Development:** The C & C Community, a resident owned manufactured housing project, completed infrastructure improvements in 2021. Sixty households have benefitted from this project. Work pending on the project includes updated fencing to be completed in 2023.
    - **First Time Home Buyer:** In FY2021-2022, the City provided assistance to 27 households and did not meet the Annual Action Plan goal of 35 households. As predicted, the number of available affordable homes has significantly declined as families from across the nation relocate to Montana and this has significantly impacted sales. The City will continue this program to ensure families can purchase their first homes, although partial funding may be diverted to assist with other close- and shovel-ready projects.
- **Neighborhood revitalization:**
    - **Foreclosure Acquisition / Rehabilitation Program:** A contract was completed to reconstruct one single-family home on the Steffanich property in the Billings Heights. Construction will be completed in 2023.
- **Impact poverty:**
    - **Billings Metro VISTA Project:** Full-time AmeriCorps members have been working on poverty-impact programs this fiscal year. They focus on expanding services for the homeless and special needs populations: Healthcare; Food Security; Education; Employment; Financial Literacy; and Housing. Host Site Recruitment has declined, as many agencies expressed hesitation to take on new initiatives with changing organizational needs and services in response to the coronavirus pandemic. VISTA Member recruitment has slowed somewhat due to job market availability for recent graduates.
- **Pandemic Response:** Progress in pandemic projects is described in the Executive Summary and include: food distribution; downtown handwashing / restroom facility; park improvements; and public services to assist those impacted by the pandemic including mental health care, substance abuse services, homeless programs, and child services to date.
- **CDBG Timeliness:** The City did not meet the national timeliness goal by having more than 1.5 times its annual grant left in HUD's disbursement system in May 2023. National increases in building supply costs and lack of availability, workforce / contractor shortages, and the foreclosure moratorium significantly slowed the City's ability to carry out programs. The Wall Street Journal also named Billings the hottest housing market in the nation in 2021. When households moved away from highly populated areas, the housing prices in Billings drastically increased and very few affordable homes were, and are, available for purchase by low-income households.

Summary of citizen participation process and consultation process

91.200(b)

Summary from citizen participation section of plan.

Citizen participation is the foundation of housing and community development programs. The City of Billings has adopted a *Citizen Participation Plan* which is implemented during Consolidated and Annual Action Plan processes to ensure active participation by residents and affiliate organizations. The City has also adopted a *Language Assistance Plan* to ensure meaningful access to program information and equal opportunity for persons with hearing impairment and limited English proficiency. Both plans can be found online at www.Billingsmt.gov/CDreports.

The Citizen Participation Plan describes public access and engagement through public comment periods, public hearings, published notices, online and hard copy access to documents, and access for the disabled and limited English proficiency. The Plan also details the public decision-making processes via the Community Development Board and the Billings City Council.

First Public Hearing: HUD requires the City to hold at least two public hearings a year to obtain citizens' views and to respond to proposals and questions. One of the hearings should be held during the development of the Consolidated / Annual Action Plan. To meet this requirement, the Community Development Board has chosen to hold the first public hearing in September in order to assist them in designing the application process for the upcoming program year, before the publication of drafted Consolidated / Annual Action Plans. **The first public hearing was held on September 12, 2022.** No public comments were made.

Substantial Amendment: The City proposed adding Crime Prevention through Environmental Design (CPTED) projects to the Annual Action Plan in order to decrease crime rates in low-income neighborhood parks. The amendment was available online from August 11 and the public comment period was held from August 12 through September 11, 2023. The City Council held a public hearing on September 11, 2023. Public comments are included in the appendices.

Summary of public comments

Brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The Community Development Board requested The FY2023-2024 Annual Action Plan's public comment period began on March 25 and ended on April 24, 2023. A public hearing was held on April 24, 2023 during the Billings City Council meeting to accept public comments on the Annual Action Plan and Community Development Board recommendations for funding allocation. To facilitate an open public involvement process, the public hearing was available live and remains available on demand at the www.comm7tv.com website and also on Community 7's public Facebook page at www.facebook.com/comm7tv.

Public Comment & Hearing: The City received generalized questions via email, a request to change Annual Action Plan language, and a public comment was made supporting the AmeriCorps VISTA program. See additional information relative to public comments in the appendices.

Summary of comments or views not accepted and the reasons for not accepting them

All comments are taken into consideration during the development of the Annual Action Plan.

Section II: The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

The City of Billings - Community Development Division staff is responsible for preparing the Consolidated Plan and administration of CDBG and HOME grant programs.

Agency Role	Name	Department/Agency
CDBG Administrator	City of Billings Brenda Beckett, Division Manager	Community Development Division
HOME Administrator		

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

Brenda Beckett, Community Development Manager
Community Development Division, 2825 3rd Avenue North, Suite 610, Billings, MT
Phone: 406-657-8286 (TTY 711)
Email: beckettb@billingsmt.gov
Web: www.Billingsmt.gov/comdev

AP-10 Consultation 91.100, 91.200(b), 91.215(l)

Introduction

Several organizations in the community are involved in affordable housing and community development-related activities in Billings and are asked to comment on the Consolidated and Annual Action Plans. The continued cooperation of these organizations in pursuing affordable housing for the community is required to meet the Consolidated Plan goals. Consultations include review of the plan with public and private agencies that provide health care, social services, and fair housing education. Populations targeted for consultation include agencies that provide services for children, the elderly, the disabled, minorities, single-headed households, persons with HIV / AIDS and their families, and homeless individuals and families.

The Consolidated and Annual Action Plans are distributed widely during the public comment period and interested persons were invited to attend several staff-facilitated, regularly scheduled meetings to find out more about Community Development initiatives. Routine meetings were facilitated through staff for the Community Development Board; six of the nine total members represent and reside in low-income neighborhoods.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(I)).

Public Housing: The City's public housing authority, HomeFront, is primarily responsible for administration of the public housing and Section 8 Programs for the community. HomeFront is a municipal housing authority established under the laws of the State of Montana *(MCA 7-15-44).* Board members for HomeFront are appointed by the Mayor of the City of Billings. The City supports HomeFront and regularly communicates and consults with HomeFront staff on a variety of housing issues. *91.100(c)*

Housing Opportunities for Persons with AIDS: Public and private agencies have assisted the City in reviewing the Consolidated Plan. Organizations providing housing, health services, and social services have been involved in planning processes for the homeless and chronically homeless**.** The City supports the Human Resources Development Council District 7 in their implementation of Housing Opportunities for Persons with AIDS (HOPWA) goals and objectives. *91.100(b)*

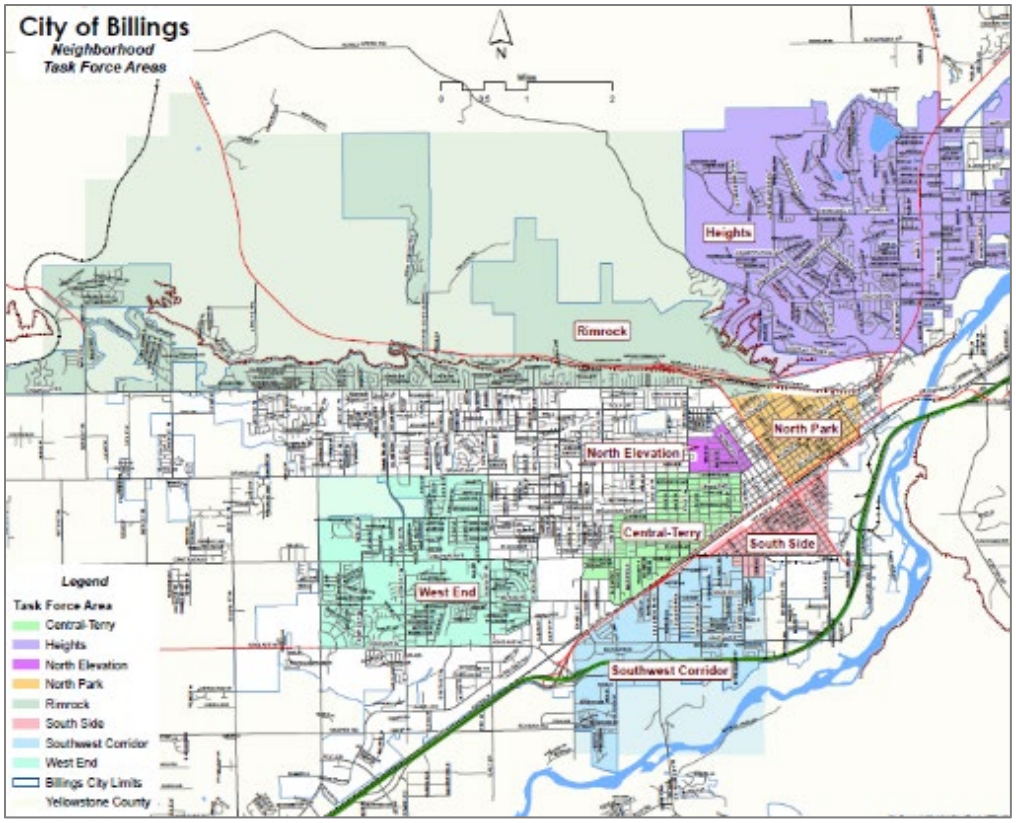
Adjacent Governments: Communication regarding non-housing community development needs is conducted via collaboration through adjacent units of local government including the State of Montana and Yellowstone County. *91.100(a)(4)*

Metropolitan Planning: The City of Billings - Community Development Division is included in the Planning and Community Services Department. The department, overall, includes Code Enforcement, and Planning / Transportation (includes the City of Billings and Yellowstone County). These Divisions work internally to implement the Growth Policy, Infill Policy, Transportation Plan and Neighborhood Plans collectively. All City-assisted projects are reviewed for residential access to public transportation and broadband infrastructure. *91.100(a)(5)*

Community Development Board: The Community Development Board is a citizen's advisory board consisting of nine members who are appointed by the Mayor of Billings with the consent of the City Council. Six members are appointed to represent low-income neighborhoods of the City as defined by federal regulations for the CDBG program and three members represent the community at large. The Community Development Board makes recommendations to the City Council regarding the Consolidated Plan, the Annual Action Plan, the Citizen Participation Plan, and the CAPER (Consolidated Annual Performance and Evaluation Report). In addition, the Board reviews applications submitted for CDBG and HOME funding to make recommendations to the City Council for approval.

Billings City Council: The *Billings City Council* is the final governmental policy body that reviews and acts on the Consolidated and Annual Action Plans, including the Citizen Participation Plan. Recommendations are presented to the City Council and a public hearing is held. After receipt and consideration of public comments, the City Council may approve proposed plan(s) and funding allocations.

Low-Income and Minority Households: To ensure citizen participation emphasizing the involvement of low-income and minority residents in areas where housing and community development funds may be spent, the City's Community Development Board is comprised of six members representing lower-income neighborhoods. The City's Planning and Community Services Department also continues to coordinate meetings with the Adjacent Neighborhood Committee including those representing the City's low-income areas with high concentrations of minorities.


City of Billings
Neighborhood
Task Force Areas
N
Heights
Rimrock
North Park
North Elevation
Central-Terry
South Side
West End
Southwest Corridor
Legend
Task Force Area
Central-Terry
Heights
North Elevation
North Park
Rimrock
South Side
Southwest Corridor
West End
Billings City Limits
Yellowstone County

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Continuum of Care Funding: Funding is provided to the State of Montana and are distributed by the State to various regions in Montana through the Human Resource Development Councils (HRDCs). A Continuum of Care application is prepared on a statewide basis and the City plays a small role in this process. One or two organizations in Billings may receive Continuum of Care funding, but a very small percentage of the available statewide Continuum of Care funding is allocated to local projects: five to seven percent annually.

The Billings City Council allocated an amount not to exceed $210,000 to the Yellowstone County Continuum of Care for the FY23 low-barrier winter shelter for one year. The City Council also approved an allocation not to exceed $76,700 to the Montana Rescue Mission (MRM) to support data entry into the Coordinated Entry system in the Homeless Management Information System (September 26, 2022, City Council meeting minutes).

Billings Metro VISTA Project: To maintain momentum for City's ten-year plan to impact homelessness, the City's Community Development Division created an AmeriCorps Volunteers in Service to America (VISTA) program known as the *Billings Metro VISTA Project*; sponsored by the Corporation for National and Community Service. VISTA members work to create or expand community-based programs, services, and systems that prevent and intervene in homelessness. VISTA members may be supervised by City staff for over-arching, community-wide benefit programs and they can also be supervised by nonprofit organization staff that are spearheading efforts to impact poverty and homelessness.

Statewide Continuum of Care: The Montana Continuum of Care Coalition (MT CoC) is the statewide organization designed to bring homeless service providers together from across the state to identify needs, inventory resources, recognize gaps and prioritize HUD funding as part of a greater planning effort to eradicate homelessness in Montana. The coalition was formed to address homelessness with very few resources to cover Montana's vast geographical area. In 2012, MT CoC restructured to incorporate a Board of Directors to oversee the operations of the coalition. The MT CoC consists of 15 delegates; ten from districts mirroring the same planning districts used by the Montana Department of Health and Human Services and five at-large delegates. The Board of Directors is the decision-making entity for the MT CoC and is responsible for ensuring compliance with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act.

Local Continuum of Care: The South-Central Montana Continuum of Care serves as the City's local Continuum of Care organization. It is a subsidiary of the MT CoC and represents Big Horn, Carbon, Stillwater, Sweet Grass, and Yellowstone counties. The South-Central Montana Continuum of Care collaboratively works to develop, support, and promote a continuum of resources, services, and housing opportunities that prevent homelessness and promote long-term stability.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate Emergency Solutions Grant (ESG) funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of Homeless Management Information System (HMIS).

The City does not receive ESG funds as an entitlement; these funds are distributed statewide by the Montana Department of Public Health and Human Services through ten HRDCs throughout the state. Therefore, the City does not develop performance standards, evaluate outcomes, or develop funding, policies, or procedures for the administration of HMIS. District 7 HRDC utilizes ESG funding for homeless prevention activities and rapid rehousing. HRDC has received additional HUD Continuum of Care funds for rapid-rehousing homeless families living in shelters.

Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities.

Table 2 – Agencies, groups, organizations who participated in Consolidated Planning

#	Agency/Group/Organization	Type(s)	Consolidated Plan Section(s)	How Consulted / Outcomes
1.	HomeFront	Public Housing Authority; Services - Homeless	Housing Need Assessment; Public Housing Needs; Homeless Needs - Chronically Homeless, Families with Children, Veterans; Homelessness Strategy; Market Analysis; Anti-Poverty Strategy	Email / phone / web retrieval; data exchange for the development of relevant sections
2.	Homeword	Housing	Housing Need Assessment; Market Analysis; Anti-Poverty Strategy	
3.	Rimrock	Housing; Services - Persons with Disabilities	Housing Need Assessment; Homeless Needs - Chronically Homeless; Anti-Poverty Strategy	
4.	Mental Health Center	Housing; Services - Persons with Disabilities	Housing Need Assessment; Non-Homeless Special Needs; Anti-Poverty Strategy	
5.	Family Service, Inc.	Services - Housing	Housing Need Assessment; Market Analysis; Homeless Needs - Families with Children; Homelessness Strategy; Anti-Poverty Strategy	
6.	District 7 HRDC	Housing; Services - Housing, Children, Persons with HIV/AIDs, Homeless	Housing Need Assessment; Homeless Needs - Chronically Homeless, Families with Children; Homelessness Strategy; HOPWA Strategy; Anti-Poverty Strategy	
7.	Adult Resource Alliance	Services - Elderly Persons	Housing Need Assessment; Non-Homeless Special Needs; Anti-Poverty Strategy	
8.	Big Sky Senior Services	Services - Elderly Persons	Housing Need Assessment; Non-Homeless Special Needs; Anti-Poverty Strategy	
9.	Living Independently for Today and Tomorrow	Housing; Services - Persons with Disabilities	Housing Needs Assessment; Market Analysis; Non-Homeless Special Needs	
10.	City of Billings - Planning Division	Local Government; Planning Organization	Housing Needs Assessment; Market Analysis; Economic Development; Anti-Poverty Strategy; Broadband Access; Resiliency	
11.	YWCA Gateway House	Housing; Services - Domestic Violence, Children	Housing Needs Assessment; Market Analysis; Homeless Needs - Families with Children; Anti-Poverty Strategy	
12.	Billings Public Schools	Services - Homeless, Education	Homeless Needs - Families with Children; Anti-Poverty Strategy	
13.	Billings Job Service	Services - Employment	Economic Development; Anti-Poverty Strategy	
14.	Montana Fair Housing	Services - Fair Housing	Housing Needs Assessment; Non-Homeless Special Needs; Anti-Poverty Strategy	
15.	The Alliance	Health Agency	Non-Homeless Special Needs; Anti-Poverty Strategy	
16.	Montana Department of Commerce	State; Housing	Housing Need Assessment; Market Analysis; Anti-Poverty Strategy	
17.	Billings Public Works Department	Local Government	Non-Housing Community Development Needs	
18.	Billings Police Department	Local Government; Services - Domestic Violence, Homeless	Housing Need Assessment; Anti-Poverty Strategy	

Identify any Agency Types not consulted and provide rationale for not consulting.

The City of Billings staff is not aware of any agency types that have not been consulted in preparation of the Consolidated Plan. City staff contacted many agencies to assist with the development of the Consolidated Plans and has widely circulated information relative to proposed programs and funding allocations to garner feedback. Additional efforts were made during the public comment period to distribute the Consolidated Plan for review and feedback.

Describe other local/regional/state/federal planning efforts considered when preparing the Plan.

	Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
1	Continuum of Care	Montana State Continuum of Care	Identifies Federal and State resources to impact homelessness.
2	Growth Policy	City of Billings - Planning Division	Promotes affordable housing and infill development.
3	Infill Policy	City of Billings - Planning Division	Promotes affordable housing and infill development.
4	Annexation Policy	City of Billings - Planning Division	Promotes infill development.
5	Transportation Plan	City of Billings - Planning Division	Improves transit impacting project affordability.
6	Neighborhood Plans	City of Billings - Planning Division and Neighborhood Task Forces	Guides development efforts in each neighborhood.
7	Consolidated Plan	Montana Department of Commerce - Community Development	State CDBG and HOME resources may be available to further projects. Consultation and coordination of statewide Analysis of Impediments to Fair Housing Choice.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation *91.105, 91.200(c)*

Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal setting.

Public comments are requested at least 30 days prior to submission of reports required under HUD's Consolidated Plan process. City staff has considered all written comments by citizens, public agencies, and other interested parties prior to submission of its final Consolidated Plan and related reports to HUD and attach a summary of each comment to the final submission. If written comments were not accepted for inclusion in the Plan, City staff has provided written explanation of why those comments were not accepted.

Staff utilizes data-driven analysis processes along with citizen and community participation to establish goals, strategies, and funded activities.

Citizen Participation Outreach			
#	**Mode of Outreach**	**Target of Outreach**	**Summary of response/attendance**
Summary of comments not accepted and reasons: No comments were rejected.			
1	Public Notices	Nonprofit and other organizations with an interest in CDBG and/or HOME funding opportunities, Broad Community	Public Notices to obtain public comment on: performance for the prior program year; current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan; and the needs of those experiencing homelessness in preparation for HOME-ARP assessment and planning activities. The notices were published through the Yellowstone County News on August 12, 19, 26, 2022.
	The City did not receive public comments.		
2	Public Hearing	Nonprofit and other organizations with an interest in CDBG and/or HOME funding opportunities, Broad Community	Public Hearing on September 12, 2022 to obtain public comment on: performance for the prior program year; current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan; and regarding the needs of those experiencing homelessness in preparation for HOME-ARP assessment and planning activities.
	The City did not receive public comments.		
3	Public Informational Meeting	Nonprofit and other organizations with an interest in federal funding opportunities, Broad Community	On December 16, 2022, City staff organized a public informational meeting to describe funding opportunities including CDBG and HOME, AmeriCorps VISTA, HOME-ARP, and the Affordable Housing Development program. Invitations were sent to hundreds of community members, social service agencies, etc.
	Twenty individuals attended the meeting including members of the local Continuum of Care, City Council, Social Service organizations, HomeFront - public housing authority, neighborhood task forces, etc.		
4	Public Notices	Nonprofit and other organizations with an interest in CDBG and/or HOME funding opportunities, Broad Community	Public Notices regarding the availability of CDBG and HOME funding were published through the Yellowstone County News on December 16, 23, 30, 2022.
	The City did not receive applications for CDBG or HOME funding from organizations outside of Community Development.		
5	Email Notification	Nonprofit organizations with an interest in AmeriCorps VISTA funding opportunities, Broad Community	Email notification regarding the availability of AmeriCorps VISTA resources.
	The City received numerous proposals for AmeriCorps VISTA placements for projects designed to impact poverty.		
6	Public Notices	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	Public Notices regarding the publication of the drafted HOME-ARP Allocation Plan on the City's website, the public comment period from February 25 through March 13, 2023. Notice of the public hearing, to be held during the March 13, 2023, City Council meeting, was published in the Yellowstone County News on February 24 and March 3 & 10, 2023.
	Public comments are summarized in the HOME-ARP Allocation Plan at www.BillingsMT.gov/HOMEarp.		
7	Public Hearing	Nonprofit organizations with an interest in HOME-ARP funding opportunities, Broad Community	Public hearing was held during the City Council meeting on March 13, 2023.
	Public comments are summarized in the HOME-ARP Allocation Plan at www.BillingsMT.gov/HOMEarp.		

Citizen Participation Outreach			
#	**Mode of Outreach**	**Target of Outreach**	**Summary of response/attendance**
Summary of comments not accepted and reasons: No comments were rejected.			
8	Public Notices	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	Public Notices regarding the publication of the drafted Annual Action Plan on the City's website, the public comment period from March 25 through April 25, 2023. Notice of the public hearing, to be held during the April 25, 2023, City Council meeting, was published in the Yellowstone County News on March 24, 31, and April 7, 2023.
	No responses or comments were received.		
9	Website	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	The drafted Annual Action Plan was available online, from March 25 through April 25, 2023, for public comment and feedback. Emails were also sent to local nonprofit, healthcare, and housing organizations.
	No responses or comments were received.		
10	Public Meetings	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	Monthly Community Development Board meetings are open to the public. Meetings are held on the first Tuesday of each month and are advertised
	There were no public comments made during the meetings.		
11	Public Hearing / Public Meeting	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	The City Council public hearing held April 24, 2023, was streamed live. The videos are available on demand at www.comm7tv.com and www.facebook.com/comm7tv.
	See the appendix for a summary of responses.		
12	Public Notice	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	Amendment to add crime prevention projects for low-income neighborhood parks was available online on Friday, August 11, 2023. Public comment period was held from August 12 through September 11, 2023.
	See the appendix for a summary of responses.		
13	Public Hearing / Public Meeting	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	The City Council held a public hearing on September 11, 2023 for a substantial amendment to add crime prevention projects for low-income neighborhood parks. City Council meetings are streamed live and the videos are available on demand at www.comm7tv.com and www.facebook.com/comm7tv.
	See the appendix for a summary of responses.		

Table 4 – Citizen Participation Outreach

Section III: Annual Action Plan

AP-15 Expected Resources 91.220(c)(1,2)

Introduction

The table below illustrates the CDBG and HOME resources expected for the program year. CDBG administration allocations are capped at 20% of the new CDBG allocation in addition to eligible program income received during the project year. Maximum amounts for public service activities are capped at 15% of the new CDBG allocation and 15% of the previous year's program income. HOME administration activities are capped at 10% of the new HOME allocation and eligible program income received following the required affordability period. Revenue received during a project's affordability period is considered recaptured and may not be used for administration.

Expected revenues from the CDBG program include repayments for funding loaned through the Housing Rehabilitation Loan program and other revitalization efforts. The City expects to receive approximately $75,000 to $300,000+ in repayments for the upcoming fiscal year and this funding will be reprogrammed for programs identified herein. The City will not receive proceeds for Section 108 loan guarantees, surplus funds from urban renewal settlements, or float-funded activities.

Revenue expected for the HOME program includes recaptured and program income funding generated by the First Time Homebuyer Loan program. The City expects to receive approximately $150,000 to $300,000+ in HOME funding through these venues, and the funding will be utilized to further programs identified in this Plan. City of Billings programs utilize 100% of CDBG and HOME funding to benefit low- to moderate-income households and/or areas. The City may also receive program income attributable to the Neighborhood Stabilization Program and other previously funded federal and state programs.

Routine revenues including program income, recaptured / repaid funds, and re-programmed monies will be utilized for existing and previously approved programs as it is received during each fiscal year. Routine revenues are allocated on a close- and shovel-ready basis to ensure timely commitment and expenditure. These changes are customary and facilitate funding allocations to projects and activities most in demand and do not require a substantial or minor amendment to the Consolidated Plan.

The City was awarded $1.2 million in HOME-ARP funding through the American Recovery Act. An assessment was designed and conducted in 2022-2023 and the HOME-ARP allocation plan was submitted to HUD by March 31, 2023 and subsequently approved.

Anticipated Resources

Program	Source of Funds	Expected Amount Available				Expected Amount Available Reminder of Con Plan	Narrative Description
		Annual Allocation	Program Income	Prior Year Resources	Total		
CDBG	Public / Federal	$623,918	$50,000	$100,000	$773,918	$0	Entitlement Allocation
	Uses of Funds: Administration, Foreclosure Acquisition / Rehabilitation / Homebuyer Acquisition, New Housing Development						
HOME	Public / Federal	$378,085	$400,000	$300,000	$1,078,085	$0	Entitlement Allocation
	Uses of Funds: Administration, Homebuyer Acquisition, New Housing Development						

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.

The HOME program requires 25% match funding for projects be dedicated from non-federal sources. The City of Billings meets HOME matching requirements through low-interest financing available for First Time Homebuyer Loans issued through the Montana Board of Housing (MBOH) and matching funds provided for other affordable housing projects undertaken with HOME funds, such as private contributions and other local bank financing.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The City of Billings does not have plans to use publicly-owned land to address needs identified in the Consolidated Plan and is not required to do so, as per federal regulation.

Requirements set forth in CFR 24 91.220 and 91.520 indicate the City *may indicate* publicly-owned land or property located within the jurisdiction that *may be used* to address the needs identified in the Consolidated / Annual Action Plan.

While the City has not dedicated land to the Community Development Division, the Billings City Council supported the Division's housing programs by dedicating nearly $450,000 in non-federal funds to support Consolidated Plan activities.

AP-20 Annual Goals and Objectives

Projects are funded on a close- and shovel-ready for core programs. An asterisk*indicates activities must be implemented by housing development organizations.

#	Goal Name	Category & Needs Addressed	Outcome	Objective	$	City Program	Goal Outcome Indicator	One Year Goal
1	**Create, preserve, and expand affordable housing options**	Affordable Housing	Affordability	Decent Affordable Housing	CDBG $386,134 HOME $1,040,276 NSP TBD	Affordable Housing Development	Public Infrastructure: Low-income Housing Benefit	0 Households Assisted*
							Rental Units Constructed	4 Housing Units*
							Rental Units Rehabilitated	0 Housing Units*
							Homeowner Housing Added	0 Housing Units*
						First Time Home buyer	Direct Financial Assistance to Homebuyers	20 Households Assisted
		• Encourage the citywide development of new affordable single-family, multi-family and special needs housing in the community through private developers and nonprofit organizations. • Provide direct, affordable financing and assistance to low-income homeowners for the completion of needed repairs citywide. • Provide affordable financing and support to promote homeownership opportunities citywide.						
		Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b): The City's intent is to assist 20 low-income (under 80% AMI) families this fiscal year through the HOME First Time Home Buyer program. Of these households, zero are expected to be extremely low-income.						
2	**Neighborhood Revitalization: Foreclosures**	Affordable Housing	Affordability	Decent Affordable Housing	CDBG EN $200,000	Foreclosure Acquisition Rehabilitation	Homeowner housing rehabilitated	1 Housing Unit
							Buildings Demolished	0 Buildings
		• Revitalize neighborhoods through foreclosure remediation, redevelopment, and infill development.						
3	**Impact Poverty**	Other: Poverty Impact	Availability / Accessibility	Create Suitable Living Environment	CDBG $63,000 CNCS pending	Billings Metro VISTA Project	Public service activity for low-income benefit	200 Persons Assisted
		• Provide public service activity funding to support the Billings Metro VISTA Project to support local nonprofit organizations expand services for the homeless and special needs populations: Healthcare; Food Security; Education; Employment; Financial Literacy; and Housing.						
4	**Neighborhood Revitalization: Crime Prevention**	Other: Crime Prevention	Availability / Accessibility	Create Suitable Living Environment	CDBG EN $pending	Crime Prevention through Environmental Design	Public Facilities	1 Public Facility
		• Revitalize neighborhoods through foreclosure remediation, redevelopment, and infill development.						

HOME Investment Partnerships Program (HOME) *Community Development Block Grant (CDBG)* *Corporation for National and Community Service (CNCS)*

Table 6: Goals Summary Information

AP-35 Projects 91.220(d)

Introduction

The City of Billings is recommending the following projects for CDBG and HOME funding for FY2023-2024. Revenues received from CDBG, HOME, and other sources will be allocated to current programs under a close- or shovel-ready basis to ensure commitment and expenditure timeliness. The City will be receiving $623,918 in new CDBG funds and $378,085 in new HOME funds. CDBG and HOME administration will be funded at the maximum allowable caps (20 and 10 percent, respectively). Last fiscal year's available CDBG and HOME funding will be rolled over for the First Time Home Buyer program ($100,000 and $300,000).

CDBG programs will be funded with entitlement and program income funding as follows: $150,000 to the Foreclosure Acquisition / Rehabilitation program, $63,000 to the Billings Metro VISTA Project, $50,000 for Crime Prevention through Environmental Design in low-income neighborhood parks, and all remaining entitlement and program income CDBG funding to the Affordable Housing Development program. These funding allocations are subject to the City's standard close- and shovel-ready allocation process. Fifteen percent of new HOME entitlement funding will be dedicated to Community Housing Development Organizations for affordable housing development. All remaining entitlement and program income HOME funding would be allocated to the Affordable Housing Development program. These funding allocations are also subject to the City's standard close- and shovel-ready allocation process.

FY2023-2024 Allocations

#	Project Name	CDBG			HOME			TOTALS
		EN	PI	Last FY	EN	PI	Last FY	
1 & 2	Administration	124,784	-	-	37,809	-	-	162,593
3	Foreclosure Acq / Rehab	100,000	50,000	-	-	-	-	200,000
4	Community Housing Dev Orgs	-	-	-	56,713	-	-	1,026,410
	Affordable Housing Devel	286,134	-	-	283,563	400,000	-	
5	First Time Home Buyer	-	-	100,000	-	-	300,000	400,000
6	Billings Metro VISTA Project	63,000	-	-	-	-	-	63,000
7	Crime Prevention through Environmental Design	50,000						
TOTALS		623,918	50,000	100,000	378,085	400,000	300,000	1,852,003

Table 7 – Project Information, Allocations including unallocated program income - Data Entry Following Page on AP-35 in IDIS

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities were established by identifying community needs through the Needs Assessment and Market Analysis:

- **Affordable Housing:** Single- and multi-housing development, First Time Home Buyer, and Foreclosure Acquisition and Rehabilitation.
- **Poverty Impact:** Billings Metro VISTA Project.

Limited funding is the primary obstacle faced by the City in undertaking the activities described in its Consolidated Plan and meeting under-served needs. The Needs Assessment identified the affordable housing needs and conditions of our community. These conditions, particularly the cost burden faced by very low-income renters and homeowners, is difficult to address given existing resources.

AP-38 Project Summary

Entered into AP-35 in IDIS

#	Project Name	Target Area	Goals / Needs	Funding	Target Date	Estimate # / Type Families Benefitting
1 & 2	Administration	City of Billings	Affordable Housing	CDBG $124,784 HOME $37,809	June 30, 2024	Not Applicable
		General grant administration for CDBG and HOME programs.				
3	Foreclosure Acquisition & Rehabilitation	City of Billings	Affordable Housing	CDBG $150,000	June 30, 2024	1 Housing Unit – Low-Income Household (IDIS Category 10)
		Description: Revitalize low-income neighborhoods through foreclosure remediation, redevelopment, and infill development. **Planned Activities:** Funding to support the purchase of vacant and foreclosed properties for the purpose of rehabilitation and direct homeownership assistance to income-qualified homebuyers as their primary residence. Properties may also be demolished to make way for new construction of affordable housing. The purpose of the program is to stabilize neighborhoods, stem the decline of house values of neighboring homes due to foreclosure, and to preserve decent affordable housing.				
4	Affordable Housing Development	City of Billings	Affordable Housing	CDBG $286,134 HOME CHDO: $56,713 HOME EN: $283,563 HOME PI: $400,000	June 30, 2024	4 Household Housing Units - Low-Income Household, Rental Units Constructed (IDIS Category 7)
		Description: Encourage the citywide development of new affordable single-family, multi-family and special needs housing in the community through private developers and nonprofit organizations. **Planned Activities:** This funding would be utilized to facilitate the development of new affordable housing.				
5	First Time Home Buyer	City of Billings	Affordable Housing	HOME $300,000 CDBG $100,000 Utilizing Rollover Funding from Last Fiscal Year	June 30, 2024	20 Low-Income Households Assisted (IDIS Category 11)
		Description: Provide affordable financing and support to promote homeownership opportunities citywide. **Planned Activities:** This program provides financial resources to support low-income first-time homebuyers with down payment and closing costs.				
6	Billings Metro VISTA Project	City of Billings	Poverty Impact	CDBG $63,000	June 30, 2024	200 Low-Income Persons Assisted (IDIS Category 3)
		Description: Provide public service activity funding to support the Billings Metro VISTA Project to help local nonprofit organizations expand services for the homeless and special needs populations: Healthcare; Food Security; Education; Employment; Financial Literacy; and Housing. **Planned Activities:** AmeriCorps members work on poverty impact issues in the community including hunger, homelessness, education, and veterans / military family support. Members are placed at nonprofit organization Host Sites and the City to assist in strengthening services in the poverty-impact service continuum.				
7	Crime Prevention through Environmental Design	City of Billings	Crime Prevention	CDBG $50,000	June 30, 2024	1 Public Facility (IDIS Category #)
		Description: Provide funding to support Crime Prevention through Environmental Design for improvements to low-income neighborhood parks. **Planned Activities:** This program is designed to add amenities to reduce crime in low-income neighborhoods including, lighting, design, landscaping, social engagement, etc.				

Community Development Block Grant (CDBG) HOME Investment Partnerships Program (HOME)

AP-50 Geographic Distribution 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic area served by the Consolidated and Annual Action Plans is defined by the current City of Billings limits. Citation 24 CFR 91.220(f) reads as follows, *"When appropriate, jurisdictions should estimate the percentage of funds they plan to dedicate to target areas."* Estimating the percentage of funds planned for dedication to target areas is not appropriate for the Billings community due to the following reasons:

- Geographic area is defined by the current Billings city limits.
- Citywide strategies encourage the distribution of resources to support affirmatively furthering fair housing and equal opportunity to avoid segregation in Billings.
- Geographic distribution of investments description includes the focus of resources on a citywide basis to support diversity across the community.
- The City of Billings is classified as a smaller city on a national scale.
- The actual dollar amount planned for allocation to each program is included in this Action Plan.

The City will focus distribution of investments on a citywide basis to support diversity and mixed-income development across the community. Neighborhood Revitalization Strategy Areas ***have not been established*** in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. **Therefore, the City plans to dedicate zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity, and anti-segregation efforts.**

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

Table 6 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The strategies identified in the Consolidated and Annual Action Plans will be addressed on a citywide basis to encourage the distribution of low-income affordable housing and other assistance to lower-income households throughout the community.

AP-55 Affordable Housing 91.220(g)

Introduction

Planned affordable housing activities for the upcoming year include Foreclosure Acquisition / Rehabilitation, Affordable Housing Development, and First Time Home Buyer. While many of these programs may serve the homeless or special needs households, the programs are not designed to exclusively serve one or more of the following cohorts.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	25
Special-Needs	0
Total	**25**

Table 7 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	4
Rehab of Existing Units	1
Acquisition of Existing Units	1
Total	**6**

Table 8 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing 91.220(h)

Introduction

The City's public housing authority, HomeFront, serves extremely low-income, very low-income, and low-income citizens. HomeFront plans to apply for all grants that will assist the organization in adding units to its existing programs and any programs that complement existing services and are able to be implemented. HomeFront will continue to assess and implement modernization funds to upgrade and restore units, (with sustainability as the priority) and complete energy efficient repairs as needed.

Actions planned during the next year to address the needs to public housing

The City allocated over $2 million to HomeFront to develop 95 affordable housing units. HomeFront may apply for funding to develop affordable housing through the Affordable Housing Development Program. In the past, the City has granted funds to build new units through the HOME and CDBG programs in neighborhoods where HomeFront property exists. The City has also provided funding for a variety of rehabilitation and new construction projects to neighborhoods that have public housing units in need of upgrading.

The City has helped rehabilitate properties, sold land for new businesses, and granted land to nonprofits to assist with neighborhood revitalization efforts in neighborhoods where HomeFront complexes have been built. The City has provided funding for parks and play areas for the neighborhoods where HomeFront families reside. In addition, the businesses that have moved into areas where HomeFront properties are located have contributed to the economic stability of HomeFront clients. The City's First Time Home Buyer program assists with home ownership down payment assistance and home ownership counseling for clients considering homeownership.

The City coordinates with HomeFront for housing needs assessments, assists in funding new projects when appropriate, and assists with applications for supportive services when called upon.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HomeFront implements the Family Self-Sufficiency program. This program links participants to community agencies to help them become self-sufficient through individual goal setting. Forty-one households have achieved homeownership through this program to date. Resident councils, an Advisory Board and the Family Self-Sufficiency Panel are involved in providing input on program needs and assisting others to become actively involved in the process. Additional information is included in the five-year plan on file at the HomeFront office.

Each year goes through a process to assess physical needs addressed by tenants through their Resident Advisory Board for the Annual Plan process; comments are also solicited via Resident Council functions throughout the year. These comments, Board participation, tenant commissioners, and Public Housing Administration's daily communications with HomeFront's client base serve to assist in assessing client needs for physical adjustments, security issues, and needed links with the community. The physical needs requests are implemented along with staff recommendations in the Capital Fund planning process.

If the PHA is designated as troubled, describe the way financial assistance will be provided or other assistance

Not applicable. HomeFront is a High Performer for the Public Housing Assessment System (PHAS) and the Section 8 Management Assessment Program (SEMAP). Therefore, a review of troubled status needs is not required as part of the Consolidated and Annual Action Plans. HomeFront can always apply for funding through the City's Affordable Housing Development program if funding is needed.

AP-65 Homeless and Other Special Needs Activities 91.220(i)

Introduction

As previously stated in the SP-60 Homelessness Strategy of the Consolidated Plan, the Community Development Division's ongoing activities include:

- Continuing to distribute the City's *Resource Map*, *Notepad*, and the *Veteran's Resource Map.* These documents include comprehensive service directories for anyone seeking assistance.
- To the greatest extent possible, City staff will continue to provide local nonprofit organizations access to AmeriCorps VISTA members through the ***Billings Metro VISTA Project*** resources. VISTA members may be placed at the City to undertake objective citywide initiatives. VISTA members may also be placed at nonprofit Host Site organizations to work on specific anti-poverty initiatives.

The City does not directly receive Continuum of Care, Emergency Shelter Grant, or other federal funds to exclusively support efforts to impact homelessness. City staff does not provide direct services to those experiencing homelessness.

A network of over 50 local service providers in the community strive to meet the diverse needs of those experiencing homelessness, those who are at-risk of homelessness, and people experiencing poverty. The Mental Health Center manages a Projects for Assistance in Transition from Homelessness (PATH) outreach program to engage those living outside or in areas unfit for human habitation. Tumbleweed runs a Street Outreach program to seek out unaccompanied youth to engage them in services. A complete listing of services, including outreach, is included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Mental Health Center manages the PATH outreach program to engage those living outside or in areas unfit for human habitation. Tumbleweed runs a Street Outreach program to seek out unaccompanied youth to engage them in services. Additional services for the homeless are included in the MA-30 Homeless Facilities and Services section of the Consolidated Plan (www.BillingsMT.gov/ConPlan).

While not funded with federal funds, the City of Billings recently implemented a new Crisis Response Unit (CRU) in partnership with Rimrock Foundation and the Substance Abuse Connect Coalition. The goal is to help people going through a mental health crisis. The CRU team consists of a peer specialist from the Rimrock Foundation, a licensed counselor, and an EMT from the Billings Fire Department. A care coordinator will follow up with the individual for any treatment and recovery support.

Addressing the emergency shelter and transitional housing needs of homeless persons

The shelter needs for those experiencing homelessness in the Billings community are primarily met by the Montana Rescue Mission (MRM). The organization operates a men's shelter and a shelter to serve women and their children. The City of Billings recently provided a one-year grant to the MRM to implement the Homeless Management Information System (HMIS) and Coordinated Entry System. Several local service providers assist homeless families by providing funding for rent, mortgage, utility, and deposit assistance.

The Community Crisis Center provides crisis intervention, and 23-hour stays as a technique to impact chronic homelessness. The YWCA provides transitional housing for victims of domestic violence. Additional services for the homeless are included in the MA-30 Homeless Facilities and Services section of the Consolidated Plan *(*www.BillingsMT.gov/ConPlan*).*

For those living on the downtown streets of Billings, a position was created for an addiction / mental health counselor to accompany two downtown police officers when engaging people living on the streets. This initiative was undertaken as one of the many outcomes from the Community Innovations Summit, which was facilitated by the Community Development Division and the Downtown Billings Alliance. Non-federal funding through the City of Billings has been allocated to support the counselor staff position.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Family Promise of Yellowstone Valley provides emergency shelter to several families at a time in a network of church congregations. The organization also operates a transitional housing program that provides apartments for those who have graduated from the shelter program.

YWCA Gateway House provides housing for female-headed households who have been victims of domestic violence. Additional services provided include case management, mental health treatment, budgeting assistance, and the facilitation of access to benefits. The organization also provides transitional housing and permanent supportive housing.

HRDC District 7 receives Emergency Shelter Grant funds and manages a rapid rehousing program to provide deposit and rent payment assistance to help families quickly regain stability into permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly-funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City does not receive McKinney-Vento Homeless Assistance Act funds and is not required to develop and implement a Discharge Coordination Policy. The Montana Continuum of Care (MT CoC) for the Homeless Coalition is the state's lead agency for addressing homeless activities and is a statewide collaboration of diverse homeless service providers, nonprofit organizations, and local and state governments. The coalition was formed to address homelessness with very few resources to cover Montana's vast geographical area. The system is established upon community and regionally-based continuum of care systems, which form the statewide coalition and continuum of care process. The City supports the MT CoC in their efforts to establish a Statewide Discharge Coordination Policy.

The City does not receive Emergency Shelter Grant funds. These funds are distributed statewide by the Montana Department of Public Health and Human Services through ten HRDCs throughout the state. The local District 7 HRDC utilizes these funds to support rapid re-housing activities in conjunction with the local shelters.

AP-75 Barriers to Affordable Housing 91.220(j)

Introduction

Barriers to affordable housing are noted in the MA-40 and SP-55 Barriers to Affordable Housing sections of the Consolidated Plan, which can be found online at www.BillingsMT.gov/ConPlan.

Additional barriers have been identified in the City's Analysis of Impediments to Fair Housing Choice, including:

- Concentrations of minorities that would not exist in a free market not distorted by discrimination suggest that Billings has a dual housing market; one for non-Hispanics, Whites and Asians and another for all other minorities.
- Discriminatory real estate industry practices such as racial and ethnic steering distort the free market in housing.
- Discrimination against Latinos in issuing government-backed mortgage and refinancing loans continues unabated in Billings as it does throughout the nation.
- The relatively high cost of housing continues to pose a barrier to fair housing choice in Billings.
- A review of Unified Zoning Regulations and review requirements to foster compliance with fair housing law and to promote inclusionary zoning.
- There is a serious shortage of housing affordable to holders of Housing Choice Vouchers in the areas where the proportion of public-school students from low-income neighborhoods is relatively low.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

The City plans on assisting with housing affordability and poverty impact through the following programs:

- Foreclosure Acquisition / Rehabilitation
- First Time Home Buyer
- Affordable Housing Development
- Billings Metro VISTA Project

The City of Billings recently adopted, and has begun implementing, a new zoning code that includes several provisions to expand affordable housing options and choice citywide. Project Re:Code was a three-year process to modernize zoning codes, diversify neighborhoods, and remove barriers to affordable housing development. The new code allows for smaller, accessory dwelling units to create more compact, affordable housing options in existing residential neighborhoods. With the assistance of AmeriCorps VISTA members through the Billings Metro VISTA Project, the City also built a new Pattern Guide website to provide guidance to homeowners and small business owners investing in Billings' First Neighborhoods.

In 2019, City officials met locally with several HUD officials from the Office of Fair Housing and Equal Opportunity: Assistant Secretary Anna Maria Farias; Regional Director Amy Frisk; and Enforcement Branch Chief Chris Vogel. After reviewing Project Re:Code, Farías…commended the effort, saying [Project Re:Code] was "very impressive," before adding her thoughts on the importance of zoning codes. "If you are serious about affordable housing, then somebody has to be willing to start talking about zoning." (Billings Gazette)

AP-85 Other Actions 91.220(k)

Introduction

The City's programs have been designed to meet priority needs in the community. However, there is very limited funding coming through the City to meet the needs of local citizens.

Actions planned to address obstacles to meeting underserved needs

The City plans on meeting underserved needs through the following programs:

- **First Time Home Buyer**
  - Promote financial security, home equity, housing self-sufficiency, housing and neighborhood quality and stability.
  - Increase minority homeownership, promote equal access and opportunity, and decrease segregation citywide.
  - Improve affordable housing opportunities for the elderly, persons with disabilities, and other special populations.
  - Reduce predatory lending through education and standardized procedures.

- **Affordable Housing Development**
  - Expand access and availability of decent, affordable housing citywide.
  - Improve the physical quality of affordable housing.
  - Foster suitable living environment and quality of life through the improvement of physical conditions including infrastructure for housing projects and housing development.

- **Foreclosure, Acquisition, Rehabilitation**
  - Mitigate the negative community impact of vacant, foreclosed properties.
  - Improve affordable housing quality, condition, safety, livability, and accessibility.
  - Stabilize property values in neighborhoods with existing vacant, foreclosed homes.
  - Eliminate the potential for crime related to existing vacant, foreclosed properties.

- **Billings Metro VISTA Project**
  - Provide resources to nonprofit organizations to undertake poverty impact activities and to support the low-income individuals and families they serve.
  - Focus areas include education, healthcare, food security, economic opportunity, housing, financial literacy, and others.

Actions planned to foster and maintain affordable housing

The City plans on maintaining affordable housing through the following:

- **Create, preserve, and expand affordable housing options:** Affordable Housing Development and First Time Home Buyer
- **Neighborhood Revitalization – Foreclosures**: Foreclosure Acquisition Rehabilitation
- **Impact Poverty:** Billings Metro VISTA Project

Actions planned to reduce lead-based paint hazards

The City continues to follow HUD's lead-based paint requirements as established in September of 2000. Projects involving structures built prior to 1978 are considered to have the potential for lead-based paint and consistent procedures have been developed to ensure compliance with federal regulations.

The City will continue diligence while undertaking rehabilitation and construction activities to maintain the safety of households participating in federal programs. Participants in the City's housing programs are made aware of the requirements the City must follow. Education on the hazards of exposure to lead is provided for each rehabilitation project. The City currently offers risk assessments, through certified staff, paint inspections, clearance testing, and has access to lead-safe certified contractors to ensure compliance.

Actions planned to reduce the number of poverty-level families

As stated in the SP-70 Anti-Poverty Strategy section of the Consolidated Plan (BillingsMT.gov/ConPlan), the Needs Assessment contains comprehensive information on the lower-income status of local households. All the Consolidated Plan strategies target the improvement of economic conditions of lower-income households in the community, including housing development, financing home repair, continuing partnerships, and funding public service activities. The City proposes to support the following specific activities in the Consolidated Plan to address economic conditions of low-income households in Billings:

- Continue to work with nonprofit organizations to help address the human service needs of lower-income residents of the community in general and of our lower-income neighborhoods. This would be achieved primarily through supporting capacity building efforts of social service agencies through implementation of the *Billings Metro VISTA Project*.
- Continue to apply for the AmeriCorps VISTA project status to bring full-time and summer associate volunteers to work on poverty-impact programs.

AmeriCorps VISTA is a national anti-poverty initiative that places full-year and Summer Associate volunteers with local projects. Full-year VISTA members are recruited locally and nationally, are college graduates, and commit to at least a year of service with a project. Summer Associates are at least 18 years old and commit to ten weeks of service.

Actions planned to develop institutional structure

As described in the SP-40 Institutional Delivery Structure section of the Consolidated Plan, the City of Billings maintains strong partnerships with housing and social service agencies. The only gaps in the institutional structure relate to funding limitations and the City's inability to dedicate time and resources to additional projects outside of the current funding structure.

Actions planned to enhance coordination between public and private housing & social service agencies

The City will continue coordinating with public, private, and social service agencies to further activities and projects identified herein, including participation in the following groups and initiatives:

- Nonprofit Organizations
- Neighborhood Task Forces
- Community Innovations Initiatives
- Resource Map and Notepad
- Veteran's Resource Map
- Coronavirus (COVID-19) Resource Guide
- Billings Metro VISTA Project

AP-90 Program Specific Requirements 91.220(l)(1,2,4)

Introduction

The City of Billings has programmed all available revenues in current programs identified herein.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

1.	Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.	$0
2.	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.	$0
3.	The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	$0
4.	The amount of surplus funds from urban renewal settlements.	$0
5.	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$0
6.	The amount of income from float-funded activities.	$0
	Total Program Income:	**$0**

Other CDBG Requirements

1.	The amount of urgent need activities.	$0
2.	The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income. Overall Benefit - A consecutive period of one, two, or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specific the years covered that include this Annual Action Plan.	100%
	FY Year Covered 2023	

Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

The above-noted regulation refers to the use of HOME funds for eligible activities. The City of Billings will not utilize HOME funds outside of the following allowable investments:

- Equity investments, interest-bearing loans or advances, non-interest-bearing loans or advances, interest subsidies consistent with the purposes of this part, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with the purposes of this part. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this part.
- Guarantee loans made by lenders and, if required, the participating jurisdiction may establish a loan guarantee account with HOME funds. The HOME funds may be used to guarantee the timely payment of principal and interest or payment of the outstanding principal and interest upon foreclosure of the loan. The amount of the loan guarantee account must be based on a reasonable estimate of the default rate on the guaranteed loans, but under no circumstances may the amount on deposit exceed 20% of the total outstanding principal amount guaranteed; except that the account may include a reasonable minimum balance. While loan funds guaranteed with HOME funds are subject to all HOME requirements, funds which are used to repay the guaranteed loans are not.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

Recapture provisions permit the original homebuyer to sell the assisted property to any willing buyer during the period of affordability while the City can recapture all, or a portion of the HOME assistance provided to the original homebuyer. The City utilizes recapture provisions exclusively when assisting homeowners and the provisions are enforced via a Promissory Note (not recorded), the use of a Deed Restriction Agreement and a Montana Trust Indenture that are both recorded at the Yellowstone County Clerk and Recorder's office. These written, legal documents contain language outlining the recapture provisions as established herein. The City does not use subrecipients or other grantees to carry out these activities.

Homebuyer Requirements: For homeownership housing to qualify as affordable housing eligible for HOME funding, it must be single-family; considered modest housing; be acquired by a low-income household for their principal residence; and meet affordability requirements for a single period as determined by the amount of assistance provided. The City utilizes single family mortgage limits set by HUD.

Direct HOME Subsidy: The amount of HOME assistance that enabled the homebuyer to buy the unit. The direct subsidy includes down payment and closing costs provided directly to the homebuyer, which resulted in a reduced purchase price from the fair market value of the home to an affordable price. The entire amount of HOME assistance is subject to recapture.

Net Proceeds: The sales price, less the superior loan repayment and any closing costs. The City will only recapture the net proceeds from a sale. Any loans or improvements made to the property after the time of the HOME assistance will be paid after the City is repaid the amount owed under its

recapture provisions. If the net proceeds are not sufficient to recapture the full HOME investment, the City will accept the available net proceeds as full payment.

Recapture Model - City Recaptures Entire HOME Assistance Amount: The City allows the assisted homebuyer to retain all appreciation and the City expects to recapture the entire direct HOME subsidy invested in the project. Therefore, the homeowner will retain any value of the appreciation of the property after the City's HOME assistance has been recaptured / repaid. The homeowner's down payment, principal payments, and any capital improvement investment made in the property after the HOME assistance was provided will be returned to the homeowner at closing after the City's HOME assistance is recaptured and repaid from the net proceeds as described above.

Subordination: The City does not subordinate loans in the First Time Homebuyer program and other homeowner-assisted projects without City Administrator approval. Therefore, if an assisted homeowner refinances the property, the City will need to be repaid the full amount of HOME assistance provided.

Use of Recaptured Funds: Recaptured HOME funds will be used to assist other first-time homebuyers to purchase property in Billings or other HOME-eligible activities to be determined through the City's budget allocation process in accordance with the Citizen Participation Plan. Homebuyers must be low-income and must use the assisted property with the recaptured funds as their principal residence. Low-income and first-time homebuyer status will be determined based on HOME program regulations.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:

Long Term Affordability: Under the recapture provision, there is no requirement that the original HOME-assisted homebuyer sell the unit to another low-income homebuyer.

Affordability Periods: For City-assisted homebuyer units under the recapture provision, the period of affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any program income used to provide direct assistance to the homebuyer is included when determining the period of affordability. Recapture provisions for the First Time Home Buyer program are either five or ten years for each assisted property beginning after the transfer of the property to the property owner as evidenced by the Deed Restriction Agreement, Montana Trust Indenture and Promissory Note.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Billings does not propose the use of HOME funds to refinance existing debt secured by multi-family housing that is being rehabilitated with HOME funds.

Section IV: Appendix

Appendix A: CDBG Application for Federal Assistance (SF-424)

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
HUD	B-23-MC-30-0001

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Billings
* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. UEI:
816001237	LVGLL245LE95

d. Address:

* Street1:	PO Box 1178
Street2:	
* City:	Billings
County/Parish:	
* State:	MT: Montana
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	59103-1178

e. Organizational Unit:

Department Name:	Division Name:
Planning & Community Services	Community Development Division

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	* First Name: Brenda
Middle Name:	
* Last Name:	Beckett
Suffix:	
Title:	
Organizational Affiliation:	
* Telephone Number:	406-657-8286
Fax Number:	
* Email:	beckettb@billingsmt.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants / Entitlement Grants

*** 12. Funding Opportunity Number:**

Community Development Block Grant

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Billings, Montana,

Activities for approved use through the CDBG program, as indicated in the Annual Action Plan.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: MT-001 * b. Program/Project: MT-001

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2023 * b. End Date: 06/30/2024

18. Estimated Funding ($):

* a. Federal	623,918.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	50,000.00
* g. TOTAL	673,918.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Chris
Middle Name:	A.
* Last Name:	Kukulski
Suffix:	
* Title:	City Administrator
* Telephone Number:	406-657-8430
Fax Number:	
* Email:	kukulskic@billingsmt.gov
* Signature of Authorized Representative:	Chris A Kukulski
* Date Signed:	5-8-23

Appendix B: HOME Application for Federal Assistance (SF-424)

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
HUD	M-23-MC-30-0213

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Billings
* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. UEI:
816001237	LVG1L245LB95

d. Address:

* Street1:	PO Box 1178
Street2:	
* City:	Billings
County/Parish:	
* State:	MT: Montana
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	59103-1178

e. Organizational Unit:

Department Name:	Division Name:
Planning & Community Services	Community Development Division

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	* First Name: brenda
Middle Name:	
* Last Name:	Beckett
Suffix:	
Title:	
Organizational Affiliation:	
* Telephone Number: 406-657-8286	Fax Number:
* Email:	beckettb@billingsmt.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnerships Program - Entitlement

*** 12. Funding Opportunity Number:**

HOME Investment Partnerships Program

* Title:

HOME Investment Partnerships Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Billings, Montana.

Activities for approved use through the HOME program, as indicated in the Annual Action Plan.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: MT-001 * b. Program/Project: MT-001

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2023 * b. End Date: 06/30/2024

18. Estimated Funding ($):

* a. Federal	378,085.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	400,000.00
* g. TOTAL	778,085.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Chris

Middle Name: A.

* Last Name: Kukulski

Suffix:

* Title: City Administrator

* Telephone Number: 406-657-8430 Fax Number:

* Email: kukulskic@billingsmt.gov

* Signature of Authorized Representative: Chris A. Kukulski * Date Signed: 5-8-23

Appendix C: Local Government Certifications

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2023 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

5-8-23
Date

City Administrator
Title

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

5-8-23
Date

City Administrator
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

5-8-23
Date

City Administrator
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

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

Appendix D: CDBG Construction Assurances (SF-424D)

CDBG

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Chris A Schwecke	City Administrator
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Billings	5-8-23

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Appendix E: HOME Construction Assurances (SF-424D)

HOME

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[signature]	City Administrator
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Billings	7-8-23

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Appendix F: CDBG Non-Construction Assurances (SF-424B)

CDBG

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Chris A Kukulski	City Administrator
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Billings	5.22.2023

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Appendix G: HOME Non-Construction Assurances (SF-424B)

Home

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Chris A. Kukulski	City Administrator
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Billings	5.22.2023

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Appendix H: Citizen Participation Plan

Citizen participation is the foundation of housing and community development programs. The Citizen Participation Plan for the City of Billings is designed to ensure citizen involvement in the planning and reporting on the City's programs covered under the HUD Consolidated Plan requirements. The purpose of the Citizen Participation Plan is to ensure that citizens, nonprofit organizations, and other interested parties are afforded adequate opportunity to review and comment on plans, programs, activities and reports regarding the City's federally funded housing and community development programs. Citizen participation pertains to the following documents herein referred to as "plans and reports":

- Consolidated Plan
- Annual Action Plans
- Citizen Participation Plan
- Limited English Proficiency Plan
- Comprehensive Annual Performance and Evaluation Reports
- Analysis of Impediments to Fair Housing Choice

Citizen Participation Plan Objectives

The primary objectives of the City's participation plan are to:

- Encourage citizen participation in the development of the City's plans and reports with emphasis on participation from individuals and households identified as:
    - Low / moderate income
    - Residents of blighted areas
    - Minorities and all protected class members
    - Those with limited English proficiency
    - Elderly
    - Disabled
    - Those with HIV / AIDS diagnoses
    - Homeless
    - Families with children
    - Those residing in areas where funding will be utilized
- Provide citizens with reasonable and timely access to meetings, information and records relating to the City's plan for utilizing funding in addition to allowing reasonable opportunity to comment on the above-noted plans and reports. All records regarding these activities are maintained according to the City Record Retention Schedule and as required by federal regulations.
- Consult with the local Public Housing Authority (HomeFront, formerly known as the Housing Authority of Billings) on the development and implementation of the above noted plans and reports, which includes input from residents of public and assisted housing.
- The City's Planning and Community Services Department will also continue to support the activities for the Adjacent Neighborhood Committee, which is comprised of Task Force Officers who meet bi-monthly to collaborate and exchange information regarding the lower-income neighborhood task force areas. The Community Development Division staff attends meetings of

lower-income task force neighborhoods when requested for specific presentations. The lower-income neighborhoods are comprised of higher concentrations of ethnic and racial minority populations.

- Facilitate public hearings to obtain citizen views and to respond to proposals and questions at all stages in developing and implementing activities as outlined in the City's plans and reports. All hearings and meetings shall be provided in areas where accommodations for the disabled can be provided.
- Consult with public and private agencies and organizations during the development of the City's plans and reports:
    - Assisted housing
    - Health and social services
    - Regional and local government agencies
    - Public Housing Authority
    - Fair Housing education and enforcement agencies
    - Continuum of Care organizations
    - Businesses
    - Housing developers
    - Nonprofit organizations
    - Philanthropic agencies
    - Faith-based communities

HUD Data

The City of Billings will share any HUD-provided data and other supplemental information relative to the City's plans and reports. HUD-provided data is also currently provided on the City's website at www.BillingsMT.gov/HUDdata.

Public Decision-Making Processes

The *Community Development Board* is a citizen's advisory board consisting of nine members who are appointed by the Mayor of Billings with the consent of the City Council. Six members are appointed from, and represent, lower-income neighborhoods of the City as defined by federal regulations for the Community Development Block Grant (CDBG) program and three members represent the community at large. Staff is available to provide technical assistance to the Board in all aspects of planning and reporting processes.

This board serves in an advisory capacity to the City Council for the purpose of providing citizen input on policy decisions to the City Council. The primary responsibilities of the board are to review existing and proposed City policies and to review the Community Development Division's activities to ensure policies are being implemented and carried out. As six of the nine Board positions are held by low income area representatives, board composition meets basic federal requirements for low income citizen input and engagement.

The Community Development Board makes recommendations to the City Council relative to all plans and reports. In addition, the Community Development Board reviews applications submitted for CDBG and HOME funding in order to make funding recommendations to the City Council for approval.

The *Billings City Council* is the final citizen policy body that reviews and takes action on plans and reports. The Community Development Board presents recommendations to the City Council during a scheduled work session preceding the public hearing in April in order to deliver information on decisions made regarding recommendations. After receipt and consideration of public comments, the City Council approves reports / plans and proposed funding allocations.

Public notices announcing Community Development Board and City Council meetings are published in a widely-circulated newspaper prior to the meeting date. These notices are designed to provide reasonable and timely access to local meetings consistent with accessibility and reasonable accommodation requirements.

Plans and reports on the City's housing and community development activities are made available for review by citizens, public agencies, and other interested parties. These documents are available at the Community Development Division and posted on its website at www.BillingsMT.gov.

Public Access and Engagement

The City of Billings takes the following actions to ensure public access to drafted / proposed plans and reports are published and accessible to ensure the public has reasonable opportunities to examine content and to submit comments. City staff will strive to explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, where practical.

Public Comment Periods: The City will publish and accept public comment on drafted Consolidated Plans, Annual Action Plans, Citizen Participation Plans, Limited English Proficiency Plans, and the Analysis of Impediments to Fair Housing Choice for a period of at least 30 days. The same timeline applies to substantial amendments to the aforementioned documents.

The City will publish and accept public comment on drafted Comprehensive Annual Performance Evaluation Reports (CAPER) for a period of at least 15 days. The same timeline applies to amendments to the CAPER.

The City may request public comment for one or more activities, plans, and / or reports during the same public comment period for efficiency. Staff will consider citizen comments and views made prior to document finalization and comment summaries will also be included or attached to the document.

The City will strive to provide written responses to all written complaints and grievances related to the City's housing and community development programs within 15 working days of receipt of the complaint or grievance where practical. Grievances at the City Council level will require significantly more time.

In the event of a pandemic or other infectious disease, the City may alter public participation to include social distancing, virtual attendance, and other forms of virtual participation in lieu of or in addition to efforts described herein. The City may also implement shorter public comment periods as allowed by HUD. As per federal regulation, the City of Billings may publish its application for CDBG-CV funds for no less than five calendar days to solicit public comments.

Published Notices: City staff will issue notices via widely-circulated print press in advance of public comment periods. Notices will include the purpose of the document, a summary of the document contents, and instructions on how to access documents in their entirety. Statements are included in notices of public hearings and service brochures indicating that office, meeting, and public hearing locations are accessible to persons with disabilities and they include the Montana Relay phone number 711.

Plan Online Access: City staff will post drafted / proposed reports and plans online for free download at www.BillingsMT.gov/CDreports.

Plan Hard Copy Access: City staff will make available free hard copies of drafted / proposed documents to the public including residents, groups, and organizations upon request at the City's Community Development office. City staff will provide reasonable and timely access to information and records relating to all plans and reports, including the use of assistance under the programs managed by the Community Development Division. Those requesting records can complete a Public Records Request and submit it to the City's Legal Department.

Public Hearings: The City will hold at least two public hearings during City Council meetings each year to obtain residents' views and to respond to proposals and questions. Council meetings promote community access and participation and the meetings are aired live on social media and the local community television access station website and local free channels. Citizens may also access recordings of the meetings on social media and Channel 7's website.

The hearings will be held at two different stages of the program year and together they will address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance.

- **September:** One public hearing will be held each September, before publishing the proposed Consolidated and / or Annual Action Plan. The purpose of this hearing is to obtain public comment on:
    - CDBG and HOME Comprehensive Annual Performance Evaluation Report (CAPER) for the prior program year; and
    - Current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Consolidated and / or Annual Action Plan.
- **April:** One public hearing will be held during the development of the Consolidated and / or Annual Action Plan. This hearing is typically held on the last day of the public comment period and prior to staff's adjustments to Consolidated and / or Annual Action Plans and subsequent submission to HUD.
    - In the event HUD releases allocation amounts later than the public comment period, the Consolidated / Annual Action Plans will include descriptions of activities with specific recommended dollar amounts and one activity each for CDBG and HOME that will be allocated the remaining funding amounts. This will ensure only one activity for each program will be allocated variable funding amounts.
    - The City Council maintains authority to change the allocation amounts recommended by the Community Development Boards during the April public hearing meeting.

The City may facilitate one public hearing to accept public comment on one or more plans / reports for efficiency. Staff will consider public hearing comments made prior to document finalization and comment summaries will also be included or attached to the document.

All public hearings are accessible to disabled individuals, publicized as required by State law and allow for accommodation of individuals with hearing, visual, or mobility impairments.

City staff makes every effort to encourage public participation in the City Council public hearings and meetings:

- **Agenda Packet:** Available for viewing on the City's website www.BillingsMT.gov/councilagendas.
- **Viewing the Meeting:** The Public may view the meeting on the Community 7 TV - Channel 7 or Channel 507 – Spectrum Cable. The Public may also view online at www.comm7tv.com and click the *Watch Live* icon. Community 7 also has links to their Facebook page and YouTube channel in which to view the meeting. Meeting recordings are also available after the meeting for viewing online via the Community 7 TV website, Facebook page, or YouTube channel.
- **Public Participation:** Verbal comments are taken only during the Public Comment periods as indicated on the agenda and during the Public Hearings under the regular agenda. Written communication can be submitted any time prior to or during the public comment period.
    - **In-Person:** The public may attend City Council meetings in person in the Council's Chambers, City Hall, 210 North 27th Street, Billings, Montana.
    - **Email:** Emails can be sent to the City Council before 3:00 pm on the date of the Public Hearing at council@BillingsMT.gov.
    - **Viewing Council Emails:** All emails sent to the City Council can be viewed online at www.BillingsMT.gov/councilemails. Emails received after 3:00 pm and prior to 5:00 pm, may be read during the meeting.

Access for the Disabled and Limited English Proficiency: The City will provide accommodations for individuals with disabilities in public meetings, public hearings and in written documentation regarding programs and services available from the Division. Community Development offices and City Hall are accessible to those with disabilities. Statements are included in notices of public hearings and service brochures indicating that office and hearing locations are accessible to persons with disabilities. Accommodations can be made for other disabilities as well.

Special arrangements for participation by individuals with hearing, speech, or vision impairment may be made upon request with three business days advanced notice. Non-English speaking persons wishing to participate will also be accommodated through translation and / or interpretation in accordance with the City's Language Assistance Plan.

Criteria for amending the Consolidated Plan

24 CFR part 91.105(c) of the Final Rule requires grantees of CDBG and HOME programs make public the criteria the City will use for determining what changes in planned or actual activities constitute a substantial amendment to the five-year Consolidated Plan and the Analysis of Impediments to Fair Housing Choice.

Substantial changes to the Consolidated Plan are defined as *the creation of any new program, project, or activity to be funded or carried out under the City's CDBG and / or HOME programs.* All substantial changes to the Consolidated Plan must meet demonstrated need substantiated by HUD-approved data sources. Minor amendments include the *expansion of an existing program, project, or activity funded or carried out under the City's CDBG and / or HOME programs.* Minor changes must also meet demonstrated need by HUD-approved data sources.

Prior to the submission of any substantial change in the proposed use of federal housing and community development funds or to the Analysis of Impediments to Fair Housing Choice, the City will hold a public hearing to allow citizens reasonable notice of, and opportunity to comment on, proposed amendments. Public comment periods will not be less than thirty (30) days unless otherwise allowed by HUD.

Routine revenues including program income, recaptured / repaid funds, and re-programmed monies will be utilized for existing and previously approved programs as it is received during each fiscal year. Routine revenues are allocated on a close- and shovel-ready basis to ensure timely commitment and expenditure. These changes are customary and facilitate funding allocations to projects and activities most in demand and do not require a substantial or minor amendment to the Consolidated Plan.

City staff cannot predict annual HUD entitlement allocation amounts or repayment revenues for CDBG or HOME. Therefore, five-year Consolidated Plan numerical goals are established as estimates that may fluctuate during the five-year period based on funding received and demand for the City's programs. These changes are customary and do not require a substantial or minor amendment to the Consolidated Plan.

Technical Assistance

The Community Development Division provides technical assistance, as requested and as staff time allows, to lower income groups to develop proposals for the Division's housing and community development activities in the City limits. Technical assistance is offered any time proposals for the use of funding are requested, and is offered routinely in December and January - prior to application deadlines for CDBG / HOME funding allocations.

Nondiscrimination, Accommodations & Grievances

The Community Development Division receives federal funding to support housing acquisition, repair, development and poverty impact programs and is required to adhere to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Fair Housing Act, the Montana Human Rights Act, and other equal opportunity regulations. These regulations are designed to protect individuals with disabilities with equal access to employment opportunities and the services, programs and activities the City offers.

It is essential that all individuals have equal access to the Community Development Division's communication, open meetings, programs and services including: First Time Home Buyer; Home Repair; Housing Development; and the Billings Metro VISTA Project.

- **Federally Protected Classes:** Disability, including people with HIV / AIDS and people in recovery from alcohol / drugs; Race / Color; Religion; Sex, includes protection against sexual harassment; Familial Status, includes the presence of children under the age of 18 and / or pregnancy; and National Origin.
- **HUD Protected Classes:** Sexual Orientation; Gender Identity; and Marital Status.
- **Montana's Protected Classes:** Marital Status; Creed; and Age.

Accommodations: Auxiliary aids and services are available to facilitate effective communication to individuals with disabilities to ensure equal participation. Such aids and services are free to the public and may include sign-language interpreters, large print formats, and other aids to make information and communications accessible to individuals with speech, hearing or vision impairments.

Public Notices: The City of Billings - Community Development Division encourages all members of the community to participate. Special arrangements for participation by individuals with hearing, speech, vision impairment or physical disabilities can be made upon request. Non-English speaking persons wishing to participate will also be accommodated through translation and / or interpretation in accordance the City's Language Assistance Plan. Fair Housing Equal Opportunity.

Grievance Procedure: If a citizen feels they have been denied equal access to Community Development programs, services or activities, they may file a written complaint including their contact information and a description of the alleged act(s) of discrimination, including the date and place of the act(s). The written complaint may be submitted to any Community Development employee or specifically directed to the Community Development Manager by phone at 406.657.8286 (Montana Relay 711), email beckettb@billingsmt.gov, in person (appointment recommended) or U.S. Postal Service at 2825 3rd Avenue North, 6th Floor, Billings, MT 59101. City staff will provide a timely, substantive written response to written citizen complaints as soon as practicable. Complaints may also be filed in writing with the Denver HUD FHEO Office at 1670 Broadway, Denver, CO 80202 or by calling 303.672.5155.

Program Eligibility: If a citizen disagrees with a staff decision relative to program eligibility unrelated to discrimination, they may submit a written appeal to the Community Development Division. The letter must be received at least two weeks prior to the Community Development Board meeting when the appeal would be reviewed. If the Community Development Board upholds the staff decision, the citizen has the option to have the appeal reviewed during a future City Council meeting. Please note, it can take several months to prepare an appeal for City Council review and determination.

ADA / 504 Coordinator: The City of Billings ADA Coordinator is responsible for the City's overall Grievance Procedure and is also available to ensure compliance with the physical and general program accessibility requirements of the ADA for other City Departments and Divisions. Please call 406.237.6294 (Montana Relay 711) with any questions.

Fair Housing Complaints: Please see the City's fair housing webpages for information on how to file a fair housing compliant.

Appendix I: Public Notices

Federal regulations require the City to facilitate two public hearings, at different stages of the program year, to obtain residents' views and respond to questions. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance.

First Public Hearing – Held Prior to Publishing Drafted Consolidated / Annual Action Plan(s)

The City of Billings held a public hearing on Monday, September 12, 2022, at 5:30 pm to obtain public comment on:

- CDBG and HOME Comprehensive Annual Performance Evaluation Report (CAPER) for the prior program year; and
- Current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Consolidated or Annual Action Plan.

Affidavit of Publication

STATE OF MONTANA

County of Yellowstone

RECEIVED AUG 19 2022 CITY CLERK

Jonathan McNiven

Being duly sworn, deposes and says:

That he is the Legal Advertising Clerk of Yellowstone County News, a newspaper of general circulation published weekly in the town of Huntley, in the County of Yellowstone, State of Montana, and that the **(6)** folio Legal **Notice of Public Hearing** a true copy of which is hereto **Included**, was published in said newspaper on the following dates:

August 12, 2022; August 19, 2022

making in all **(2)** publication(s).

Jonathan McNiven

STATE OF MONTANA

County of Yellowstone

On this 19th day of August 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jonathan McNiven, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal that day and year first above written.

Tana McNiven

Tana McNiven

NOTARY PUBLIC for the State of Montana, residing at Huntley, MT.

My commission expires: August 23, 2024

TANA MCNIVEN NOTARIAL SEAL STATE OF MONTANA

TANA MCNIVEN
NOTARY PUBLIC for the
State of Montana
Residing at Huntley, Montana
My Commission Expires
August 23, 2024

NOTICE OF PUBLIC HEARING
CITY OF BILLINGS
FY2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) AND HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) COMPREHENSIVE ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) AND CURRENT COMMUNITY NEEDS FOR LOW-INCOME HOUSEHOLDS AND THOSE EXPERIENCING HOMELESSNESS

The City of Billings will hold a public hearing on Monday, September 12, 2022 at 5:30 pm to obtain public comment on:
- CDBG and HOME Comprehensive Annual Performance Evaluation Report (CAPER) for the prior program year; and
- Current community needs to assist the Community Development Board in:
  - Designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan; and
  - Regarding the needs of those experiencing homelessness in preparation for HOME-ARP assessment and planning activities.

Federal regulations require the City to facilitate two public hearings, at different stages of the program year, to obtain residents' views and respond to questions. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance.

Copies of the City's drafted FY2021-2022 CDBG and HOME CAPER are available beginning August 26, 2022 online at www.BillingsMT.gov/CDreports. The CAPER is also available for review at the Community Development office on the 6th floor of the Miller Building, 2825 3rd Avenue North, Billings, MT. The City must facilitate a minimum 15-day public comment period for the CAPER. The City of Billings exceeds this requirement by facilitating a public comment period beginning August 26 through September 12, 2022.

Due to COVID-19 health concerns, the format of the City Council meeting will be held in a partial virtual videoconferencing environment. 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.

Public Participation:
- **City Council Agenda Packet**: View on the City's website www.BillingsMT.gov/councilagendas.
- **Watch the Meeting**:
  - www.BillingsMT.gov, click Watch Meetings Online.
  - Community 7 TV - Channel 7, Channel 507 – Spectrum Cable, or online at www.comm7tv.com - click Watch Live, Facebook, or YouTube. Recordings are also available after the meeting.
- Attend the Meeting: City Council Chambers, 210 North 27th Street, Billings, MT 59101.
  - Verbal comments are scheduled during the Public Comment / Public Hearings as indicated on the agenda. Written communication can be submitted any time prior to, or during, the public comment period.
- Accessibility: The public hearing is accessible to individuals with physical disabilities. Special arrangements for participation in the public hearing by individuals with hearing, speech, or vision impairment may be made upon request at least three days prior to the hearing. Fair Housing Equal Opportunity.
  - Leave a voice mail message by calling 406.657.8286 (Montana Relay 711).
  - Send an email to beckettb@BillingsMT.gov.
  - Send a written letter to Community Development, P.O. Box 1178, Billings, MT 59103.
- Communicate via Email:
  - Emails can be sent to the City Council before 3:00 pm on the date of the Public Hearing at council@BillingsMT.gov. All emails sent to the City Council can be viewed online at www.BillingsMT.gov/councilemails. Emails received after 3:00 pm and prior to 5:00 pm, may be read during the meeting.
  - Email comments to beckettb@Billingsmt.gov.

Published on August 12 and 19, 2022.

08/12, 08/19 2022
MNAXLP

Denise R. Bohlman
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

Public Notice - CDBG & HOME Applications Available

Affidavit of Publication

STATE OF MONTANA

County of Yellowstone

Jonathan McNiven

Being duly sworn, deposes and says:

That he is the Legal Advertising Clerk of Yellowstone County News, a newspaper of general circulation published weekly in the town of Huntley, in the County of Yellowstone, State of Montana, and that the **(3)** folio Legal **Public Notice,** a true copy of which is hereto **Included**, was published in said newspaper on the following dates:

December 16, 2022; December 23, 2022; December 30, 2022;

making in all **(3)** publication(s).

Jonathan McNiven

STATE OF MONTANA

County of Yellowstone

On this 30th day of December 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jonathan McNiven, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal that day and year first above written.

Tana McNiven

Tana McNiven

NOTARY PUBLIC for the State of Montana, residing at Huntley, MT.

My commission expires: August 23, 2024

PUBLIC NOTICE
Housing & Community Development Funding Requests

As a part of the City of Billings' Consolidated Planning process, the City is accepting loan applications for FY2023-2024 Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funding. The City of Billings anticipates allocating an estimated $650,000 in new CDBG funding for community development activities, which primarily benefit lower income neighborhoods or households. The City of Billings also anticipates allocating an estimated $300,000 in new HOME funding for activities to preserve or increase the supply of affordable housing for lower income households in Billings. Actual allocation figures are not available as of publication date. Applications and an application guidebook may be downloaded from the City's website at www.BillingsMT.gov/allocations. Requests for funding must be submitted to the Community Development Office by 5:00pm on Friday, January 20, 2023.

For further information on eligible activities or to obtain the application materials via email, please call Brenda Beckett, Community Development Manager, at 406-657-8286 (TTY 711) or contact via email beckettb@billingsmt.gov or write to:

Community Development Division
City of Billings
P.O. Box 1178
Billings, MT 59103

Technical assistance is available upon request to interested parties through the Community Development Office. The City of Billings encourages all members of the community to participate in the Consolidated Planning process. Special arrangements for participation by individuals with hearing, speech, vision impairment or physical disabilities can be made upon request. Non-English speaking persons wishing to participate will also be accommodated through translation and / or interpretation in accordance the City's Language Assistance Plan. Fair Housing Equal Opportunity.

Published on December 16, 23 and 30, 2022.

Denise R. Bohlman
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

12/16, 12/23, 12/30 2022
MNAXLP

TANA MCNIVEN
NOTARY PUBLIC for the
State of Montana
Residing at Huntley, Montana
My Commission Expires
August 23, 2024

Second Public Hearing – Held During the Public Comment Period

Affidavit of Publication

STATE OF MONTANA

County of Yellowstone

Lorita Harper

Being duly sworn, deposes and says:

That she is the Legal Advertising Clerk of Yellowstone County News, a newspaper of general circulation published weekly in the town of Huntley, in the County of Yellowstone, State of Montana, and that the **(5)** folio Legal **Notice of Public Hearing** a true copy of which is hereto **Included**, was published in said newspaper on the following date(s): **March 24, 2023; March 31, 2023; April 7, 2023** making in all **(3)** publication(s).

NOTICE OF PUBLIC HEARING
City of Billings, FY2023-2024 Annual Action Plan
Community Development Block Grant (CDBG), HOME Investment Partnership Programs (HOME), and Citizen Participation Plan Update

The City of Billings will hold a PUBLIC HEARING on its FY2023-2024 Annual Action Plan on Monday, April 24, 2023 at 5:30 p.m. at the City Council meeting in Billings, Montana. The purpose of the public hearing is to obtain public comment on local housing and community development needs relative to proposed CDBG and HOME funding recommendations.

ANNUAL ACTION PLAN

The FY2023-2024 Annual Action Plan covers projects to be undertaken from July 1, 2023 to June 30, 2024. The City of Billings anticipates allocating $623,918 in new CDBG and $378,085 in new HOME funding for the upcoming fiscal year. The plan will be available for public comment from March 25 through April 24, 2023 and can be viewed online at www.BillingsMT.gov/CDreports. The plan will then be revised, as required, and submitted to the U.S. Department of Housing and Urban Development on or before May 15.

PUBLIC PARTICIPATION

The City of Billings encourages all members of the community to participate in the Consolidated Planning process. The public hearing is accessible to individuals with physical disabilities. Special arrangements for participation in the public hearings by individuals with hearing, speech, or vision impairment may be made upon request at least three days prior to the hearing. Non-English speaking persons wishing to participate will also be accommodated through translation and / or interpretation in accordance with the City's Language Assistance Plan. The public is encouraged to participate:

- **Agenda Packet:** Available for viewing on the City's website www.BillingsMT.gov/councilagendas.
- **Viewing the Meeting:** The Public may view the meeting on the Community 7 TV - Channel 7 or Channel 507 – Spectrum Cable. The Public may also view online at www.comm7tv.com and click the Watch Live icon. Community 7 also has links to their Facebook page and YouTube channel in which to view the meeting. Meeting recordings are also available after the meeting for viewing online via the Community 7 TV website, Facebook page, or YouTube channel.
- **Public Participation:** Verbal comments are taken only during the Public Comment periods as indicated on the agenda and during the Public Hearings under the regular agenda. Written communication can be submitted any time prior to or during the public comment period.
  - o **In-Person:** The public may attend the meeting in person in the Council's Chambers, City Hall, 220 North 27th Street, Billings, Montana.
  - o **Email:** Emails can be sent to the City Council before 3:00 pm on the date of the Public Hearing at council@BillingsMT.gov.
  - o **Viewing Council Emails:** All emails sent to the City Council can be viewed online at www.BillingsMT.gov/councilemails. Emails received after 3:00 pm and prior to 5:00 pm, may be read during the meeting.

Additional information regarding the public hearing can be obtained by contacting the Community Development office at 406-657-8290 (Montana Relay 711), or via email at bedsattb@billingsmt.gov.
Published on March 24, 31, April 7, 2023.

03/24, 03/31, 04/07 2023
MNAXLP

Denise R. Bohlman
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

STATE OF MONTANA

County of Yellowstone

On this 6th day of April 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Lorita Harper, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal that day and year first above written.

Tana McNiven

NOTARY PUBLIC for the State of Montana, residing at Huntley, MT.

My commission expires: August 23, 2024

TANA MCNIVEN NOTARIAL SEAL STATE OF MONTANA

TANA MCNIVEN
NOTARY PUBLIC for the
State of Montana
Residing at Huntley, Montana
My Commission Expires
August 23, 2024

Substantial Amendment Public Hearing Notice

Appendix J: Public Comments - Summarized

City Council Public Hearing, September 12, 2022

Community Development Board has chosen to hold the first public hearing in September in order to assist them in designing the application process for the upcoming program year, before the publication of drafted Consolidated / Annual Action Plans. No public comments were made.

City Council Work Session, April 17, 2023

On or around April 12, 2023, Councilmember Jennifer Owen contacted City Administration to request a review of the Annual Action Plan during the Council work session on April 17, 2023. During the April 17, 2023 City Council Work Session, Brenda Beckett, Community Services Manager, reviewed the annual action plan deadlines, plan findings, goals and core programs. She spoke of HUD funding sources, CDBG and HOME funding history, affordable housing development recommendations, and City Council support. Beckett addressed the application process, foreclosure program and public services.

Council discussed ways to change the program to better assist more people, charging interest on loans, HUD requirements and goals, and growing the budget to deal with the housing crisis. They spoke of the 10% discrepancy of administration cap between CDBG and HOME programs, ways to use funding, application issues and the foreclosure program.

Wyeth Friday, Planning Director, indicated the administrative costs were a critical part of the part of the program. He indicated if Council wanted a larger affordable housing program it would require a new funding source.

Public Comment:

- Patti Webster, HOMEFRONT, spoke in support of CDBG funding. She indicated the federal money available was not sufficient for the needs of the community. Council spoke with Ms. Webster about ways to increase funding for affordable housing needs. Councilmember Choriki encouraged Council to set aside money every year for housing needs.

Email Submission, April 17, 2023

Councilmember Tom Rupsis emailed staff: The CDBG/HOME action plan says the city does not receive Emergency Solutions Grant (ESG) or McKinney-Vento Homeless Assistance Act funds. Why not? Should we be applying for these?

Staff responded: The Emergency Solutions Grant is allocated to the Human Resources Development Council (HRDC) here in Billings, and the McKinney-Vento Homeless Assistance Act funds are allocated through the statewide Continuum of Care. The City of Billings has not been a direct service provider for those experiencing homelessness, therefore it would be inappropriate for the city to apply for these types of grants. These resources are helping assist people experiencing homelessness in Billings and across Montana but it is through direct service providers.

Email Submission, April 24, 2023

the City Administrator received a phone call from the Montana Rescue Mission to alter language referencing the organization not receiving federal funding because they have been seeking federal funding. Staff adjusted the language following this request.

City Council Public Hearing, April 24, 2023

During the City Council meeting's public hearing on April 24, 2023, City Council and staff discussed the pros and cons of the AmeriCorps VISTA program and the Neighborhood Stabilization (Foreclosure Acquisition / Rehabilitation) program.

The following individual spoke in favor of the Annual Action Plan during the public hearing:

- Terri Todd*, [address redacted],* Billings, Montana, spoke about the AmeriCorps VISTA program being vital to the organization in which she was involved and how they helped the organization raise over $150,000 from the community.

There were no further speakers, and the public hearing was closed.

City Council Public Hearing for Substantial Amendment, September 11, 2023

Pending…

City Council Regular

Date:	09/11/2023
Title:	Public Hearing & Resolution Revising and Assessing Encroachment Rental Fees
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council conduct a public hearing and approve the resolution setting and assessing the fees for encroachment rentals for FY24.

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

The City charges an annual rental fee for approved encroachments in the right-of-way. Some examples of encroachments are fences, restaurant patios, signs, and conduit. The City needs to assure safety and accessibility of the right-of-way, and for this reason, it requires an encroachment permit any time a property owner requests to use part of the right-of-way. Encroachment permit applications are processed and approved by the Public Works Department. A fee is collected with the permit application to cover the administrative costs of processing the application. If the encroachment is approved, annual assessments of the encroachment fee for the rental of the right-of-way will begin. The assessments will continue until the permit is revoked. Awning and canopies in the Central Business District are not charged an annual rental fee in accordance with Resolution 86-15316.

The annual encroachment rental fee had been set at $1.00 per square foot of the surface area of the encroachment from 1988 until FY21 when Council adopted new fees and methodology. The current methodology is a tier structure consisting of two tiers. Tier 1 encroachments have minimal impact to the right-of-way and include awnings, overhanging signs, conduit, and other encroachments that minimally impact accessibility of the right-of-way. Tier 1 encroachments will be set at $2.10 per square foot in FY24, an increase of $.10 per square foot.

Tier 2 encroachments have a major impact to the right-of-way and cause the part of the right-of-way that is encroached on to be unusable. Some types of Tier 2 encroachments are restaurant patios on the sidewalk, fences, stairs, and sheds. The City began increasing Tier 2 encroachments in FY21 utilizing a five-year plan to gradually increase rates to 50% of the average taxable value of the adjacent properties, approximately $8.40 per square foot. For FY24, Staff is proposing to increase Tier 2 encroachments from $3.80 to $5.15 per square foot. Staff is also recommending to increase the minimum fee from $20 per year to $25 per year to cover administrative costs. This additional revenue is recommended to be utilized in the beautification of the right-of-way.

Included in the resolution is the list of property owners and assessments at the proposed FY24 encroachment rental fee amounts.

ALTERNATIVES

City Council may:

- Approve the Resolution to revise the encroachment rental fees; or,
- Approve an amended resolution to revise and assess the fees at another specified rate, or;
- Not approve the Resolution. If not approved, Council will need to approve a resolution at the September 25, 2023, Council meeting or no encroachment fees will be assessed for FY24.

FISCAL EFFECTS

The proposed FY24 encroachment rental fee will generate $108,324.66 for FY24. This is an increase of $25,382.47 over the FY23 revenues.

Attachments

FY24 Encroachment Fee Resolution

RESOLUTION 23-_____

A RESOLUTION REVISING FEES TO BE CHARGED FOR ENCROACHMENT RENTALS AND LEVYING RELATED ANNUAL ASSESSMENTS TO BE PAID BY PERSONS, FIRMS, AND CORPORATIONS WHO ARE MAINTAINING THE ENCROACHMENTS ON, OVER, ACROSS, OR ABOVE THE STREETS, AVENUES, SIDEWALKS, OR ALLEYS OF THE CITY OF BILLINGS.

WHEREAS, Section 13-301, Billings, Montana City Code provides that every person that has or maintains any structure, encumbrance, obstruction, or encroachment in or upon or extending or projecting on, over, across, or above and within seven (7) feet of the grade of any public property, public street, avenue, sidewalk, or alley shall obtain an encroachment permit and shall pay an annual encroachment rental fee; and

WHEREAS, Section 13-302 Billings, Montana City Code provides that the City Council shall establish the amount of the annual encroachment rental fee to be paid to the City for each structure, encumbrance, obstruction or encroachment; and

WHEREAS, Section 13-303 Billings, Montana City Code provides that the City Council shall annually, by resolution, make a special assessment for such annual encroachment rental upon lots abutting on that part of the street, avenue, sidewalk, or alley upon which a structure, encumbrance, obstruction or encroachment is situated on the owner of such abutting lots; and

WHEREAS, the encroachment rental fees should reflect payment for encroachments based on the impact of the encroachment to the right-of-way; and

WHEREAS, the City Council has duly considered the matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. ENCROACHMENT RENTAL FEES. The City Administrator or his or her designee may determine in his or her discretion the boundaries of the encroachment area which may be larger than the physical dimensions of an item placed in the right-of-way. The encroachment rental fees to be charged by the City of Billings are hereby established as follows:

   A. Tier 1 encroachments shall be determined by the Public Works Department as those encroachments that have minimal impact to the right-of-way, including, but not limited to awnings, hanging signs, landscaping, and conduit.

      i. Annual rate per square foot of the encroachment area: $2.10
      ii. Annual rate per linear foot of the encroachment $2.10
      iii. Minimum annual fee per encroachment $25.00

B. Tier 2 encroachments shall be determined by the Public Works Department as those encroachments that have a major impact to the right-of-way, making the encroached upon right-of-way unusable to the public. Tier 2 encroachments include, but are not limited to signs on the ground, fences, restaurant patios, and buildings/structures in the right-of-way.

i. Annual rate per square foot of the encroachment area: $5.15
ii. Annual rate per linear foot of the encroachment $5.15
iii. Minimum annual fee per encroachment $25.00

2. TERM OF FEES. The above fees shall continue in full force and effect until changed by the City Council by subsequent resolution.

3. ANNUAL ASSESSMENT FOR RENTAL. That for the purposes of collecting said rents for the fiscal year 2024 for said structures, encumbrances, obstructions, and encroachments on, over, across, or above the streets, avenues, alleys, and sidewalks of the City of Billings, there is hereby fixed, levied and assessed a special assessment upon the lots or parcels of land provided in the schedule attached, described as EXHIBIT "A" and by this reference made a part hereof.

4. DISPOSITION OF COLLECTIONS. All monies collected from said assessment shall be paid to the Public Works Engineering Fund of the City of Billings, Montana.

5. NOTICE OF HEARING. On Monday, September 11, 2023, at 5:30 p.m. or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

6. 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

EXHIBIT A

TAX CODE	PROPERTY OWNER	AMOUNT
A00028	Atwood, Lisa & Jay	$ 51.50
A00029	APEX Billings LLC	$ 515.00
A00123	Trail Creek Properties	$ 257.50
A00139	Carrol Bros LLC	$ 84.00
A00140	Shipton Supply Co	$ 168.00
A00143	DLB/JMS LLC	$ 42.00
A00146	McDonnel Family Trust	$ 168.00
A00243	Blngs U S Employees FED CR Union	$ 252.00
A00260	313N Broadway LLC	$ 1,601.65
A00262	City of Billings/In Care of: Fox Theatre Group	$ 189.00
A00264	Yellowstone County	$ 262.50
A00349	Roman Catholic Bishop	$ 705.55
A00363	Cormier Properties/Daisy Dukes	$ 2,575.00
A00364	Michael Gray	$ 1,720.10
A00374	Lo, Chia Wei	$ 247.20
A00495	Carrol Bros LLC	$ 84.00
A00510	SK Properties LLC	$ 4,944.00
A00604	Mountrail Properties	$ 36.05
A00618	Clock Tower Inn	$ 1,864.30
A00624	WFC I LLC	$ 66.95
A00636	Robertson, Jeff & Donna	$ 1,807.65
A00637	Acme Historic Hotel	$ 1,998.20
A00642A	City of Billings	$ 342.06
A00642B	WSR LLC	$ 1,299.55
A00642C	CJM LLC	$ 16.69
A00644	Royer Property LLC	$ 793.10
A00656	Swank Properties LLC	$ 125.12
A00708	Marks, Steve	$ 12.50
A00710	Marks, Steve	$ 12.50
A00737	Rider, Theodore & Etal	$ 25.00
A00765	Mignone, Francis	$ 471.11
A00774	Neal LaFever Trust	$ 8,858.00
A00776	Sturm & Drake Development LLC	$ 565.75
A00778	Glacier Bank	$ 1,264.20
A00781	Nelson, Bert & Andrew	$ 648.90
A00783	Neal LaFever Trust	$ 556.20
A00796A	Securities Building LLC	$ 23.18
A00796B	Securities Building LLC	$ 16.33
A00796C	Securities Building LLC	$ 6.85
A00796D	Securities Building LLC	$ 12.31
A00796E	Securities Building LLC	$ 6.95
A00796F	WEBHEN LLC	$ 13.18
A00796G	WEBHEN LLC	$ 6.18
A00796H	Securities Building LLC	$ 3.55

A00796I	Securities Building LLC	$	3.45
A00796J	Securities Building LLC	$	3.61
A00796K	Securities Building LLC	$	2.32
A00796L	Securities Building LLC	$	3.24
A00796N	Securities Building LLC	$	3.14
A00796O	Securities Building LLC	$	3.55
A00796P	Securities Building LLC	$	3.45
A00796Q	Securities Building LLC	$	3.61
A00796R	Securities Building LLC	$	2.32
A00796S	Securities Building LLC	$	3.24
A00796T	Securities Building LLC	$	3.14
A00804	Makenna Hotel Investments LLC	$	669.50
A00806	Computers Unlimited	$	6,494.15
A00807	Tristar Communications II LLC	$	272.95
A00817	Larson Family Properties LLC	$	401.70
A00822	Nelson, Andy & Bert	$	587.10
A00823	Computers Unlimited	$	128.75
A00832	D B Squared LLC	$	3,128.63
A00833	Computers Unlimited	$	2,276.30
A00838	2223 Montana LLC	$	3,311.45
A00939	Dean Dairy Fluid LLC	$	648.90
A00949	Yellowstone Health Partnership	$	51.50
A00964	Roma Capital LLC	$	84.00
A01010	Phillips 66 Company	$	168.00
A01251	ConocoPhillips Company	$	42.00
A01264	Interfaith Hospitality Network	$	216.30
A01273	Plath, Russell & Susan	$	695.25
A01285	Halsten Holdings LLC	$	96.60
A01293	Yellowstone Paper Company	$	154.50
A01298	MRM Unified Campus LLP	$	643.75
A01699	State of MT Department of Admin	$	128.75
A01809	Koinonia Management Co LLC	$	105.00
A01963A	Yellowstone Art Museum	$	462.00
A02434A	Midtown Realty LLC	$	77.25
A02920	Coffman, Stephen & Victoria	$	25.00
A03492	Chamberlain, Janel R	$	51.50
A04983A	Wilgus, Mark & Josi	$	52.50
A05968	Deaconess Medical Center of Billings INC	$	638.40
A06751	Glynn, Andrew	$	33.48
A07017	Jacobson, Richard Lee	$	77.25
A07120	Billings Clinic	$	210.00
A07131	Billings Clinic	$	2,358.30
A07153	Billings Clinic	$	672.00
A07192	Billings Clinic	$	42.00
A07279	Billings Clinic	$	42.00

A07370	KARLSEN, VIRGINIA G	$	35.70
A08646	Bryson, Jeffery	$	128.75
A09085	Short, Daniel & Elizabeth	$	25.00
A09171	Main Street Partners	$	257.50
A10202	Lutheran Church of the Good Shepherd	$	14,486.95
A10613	Stoughton, Alice	$	525.30
A11091	Berry, Gale & Amy	$	257.50
A11193	Robertson, Matthew	$	25.00
A11354	State of Montana Dept of Institutions	$	25.00
A11550	Billings Clinic	$	831.26
A11592	Sisters of Charity of Lvnwrth Hlth	$	31.50
A11630	Deaconess Medical Center of Billings INC	$	168.00
A12102	Deaconess Medical Center of Billings INC	$	468.30
A12194	Billings Clinic	$	119.99
A12226	Sisters of Charity of Leavenworth Health Services Corporation	$	3,708.00
A12584	Lavinder, Lisa	$	927.00
A12971A	Popp, Gregory & Shelly	$	128.75
A13885	Thomas Family Living Trust, THE	$	25.00
A13999	Duenow, Jake R & Chelsey N	$	128.75
A14554	Staley, Paul Thomas	$	298.70
A16557	Rimrock Hospitality LLC	$	31.50
A17196	Bergman, Samual & Catherine	$	103.00
A17571	Grand Lanes INC	$	247.20
A17942	Emerick, Richard	$	46.35
A17949	Ballou, Carolyn	$	61.80
A19326	ACI Real Estate SPE 103 LLC	$	25.00
A19570	Billings 9 RE2 LLC	$	117.60
A19680	Cozzens, Jeannine	$	105.00
A20220	Pust, Noah & Mary	$	175.10
A20357	Jones Family Holdings LLC	$	63.00
A20610	Von Wagoner, Jeremy	$	504.70
A20713	JB Squared LLC	$	25.00
A20842	Teichert, Lyle & Valerie	$	51.50
A22975	Moffett, Dave	$	257.50
A23158A	Baxter, Shawn & Ashley	$	21.00
A23158B	Echart, Bryn	$	21.00
A23158C	Brien, Yuki	$	21.00
A23158D	Fagg, Shelly & Gertrude	$	21.00
A23158E	Cavazos, Francis & Cora	$	21.00
A23158F	Derke, Craig	$	21.00
A23158G	Heggem, Conner	$	21.00
A23158H	Webster, Diane	$	21.00
A23703	Valkenburg, Corneluis & Linda	$	301.28
A24268	Collett, Gordon & Siv	$	52.50

A24843	Schneider, Jason & Summer	$	257.50
A28233A	Grand West Property LLC	$	99.60
A28233B	Grand Ave Investor LLC	$	333.21
A28233C	Grand Ave Investor LLC	$	59.64
A28233D	Grand Ave Investor LLC	$	58.09
A28233E	Grand Avenue Investors LLC	$	67.47
A28994	BK RE 11036 LLC	$	128.75
A29218	Bottrell Family Investments LP	$	252.00
A30109	Wood, Alvin & Stacey	$	273.00
A31092	Hanser Capital Holdings LLC 49.9% INT	$	1,050.00
A31495	Hunters Pointe Apartments LLC	$	154.50
A33004	Sermon, Edward & Regina	$	25.00
A36143	Corp of Presiding Bishop of Chur of Jesus Christ of Latter Day Saints	$	1,102.50
C01755	Parker, Patrick A	$	25.00
C06176	Zimny, Gerard & Michele	$	579.38
C07319	Magga LLC	$	1,482.60
C08660	Eggebrecht Family Limited Ptnrshp	$	25.00
D00527	RMR I LLC	$	5,150.00
D01389	Hanser Automotive Co INC	$	3,538.05
D04718	Ellis, Shelley M	$	103.00
D05641	Brignoni, Jorge	$	25.00
D05900	B WHO U R, LLC	$	7,416.00
D05903	Gem Fitness Properties	$	515.00
E00004A	Northwestern Energy	$	865.20

City Council Regular

Date:	09/11/2023
Title:	Public Hearing & Resolution Setting Annual Light District Assessments for FY24
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council conduct a public hearing and approve the proposed resolution adopting the annual Special Improvement Lighting Maintenance District assessments for FY24.

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

Montana Code Annotated, Section 7-12-4332, requires that the City Council annually adopt a resolution to assess the costs for each Special Improvement Lighting Maintenance District (SILMD) on or before the first Monday in October each year. The amount assessed is based on anticipated utility rates, estimated maintenance costs and administrative fees, as well as the reserve requirements needed for each district. The attached resolution specifies the proposed SILMD assessments for FY24.

ALTERNATIVES

City Council may:

- Approve the resolution assessing annual light districts; or,
- Not approve the resolution. If Council does not approve the resolution, Council will need to approve the resolution at the September 25, 2023, Council meeting to be in compliance with State statutes.

FISCAL EFFECTS

SILMD assessments for FY24 will generate approximately $2,712,680 in revenues which is the amount calculated to recover the estimated costs of electricity, maintenance and administration fees, and to maintain an adequate cash balance in each light district fund. The SILMD assessment will increase for 176 light districts, decrease for 4 light districts, and remain unchanged for 18 light districts. The overall increase for existing light districts in FY2024 compared to FY2023 is $234,370 or 9.5%. The primary reason for the increases is due to a significant increase in electricity prices.

Attachments

FY24 SILMD Assessment Resolution

RESOLUTION 23 -_____

A RESOLUTION LEVYING AND ASSESSING PROPERTY IN SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICTS OF THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, certain lighting maintenance districts have been created within the City of Billings; and

WHEREAS, Title 7, Chapter 12, Part 43, Montana Code Annotated (MCA) provides for assessing the costs of maintaining lights and furnishing electrical current annually within these lighting maintenance districts; and

WHEREAS, §7-12-4332, MCA. provides that the City shall pass a resolution levying and assessing maintenance costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. DISTRICTS AND ASSESSMENTS. The lighting maintenance districts and assessments shall pay one hundred percent (100%) of all the costs of maintenance and lighting are hereby levied and assessed as listed on EXHIBIT "A" attached hereto, and by this reference, said exhibit is made a part hereof.

2. PERIOD OF ASSESSMENT. That said assessments shall pay costs for the fiscal year 2024 (July 1, 2023, through June 30, 2024).

3. DISPOSITION OF COLLECTIONS. That the assessments as collected shall be placed in the respective lighting maintenance funds and shall be used to pay the costs of maintenance and lighting as provided by law.

4. NOTICE OF HEARING. On Monday, September 11, 2023**,** at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 11th day of September 2023.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Exhibit A

District Number	FY 24 Assessment
8	$7,000
9	$6,000
10	$21,500
13	$200,000
14	$100,000
17	$17,000
18	$2,400
95	$12,000
97	$127,000
99	$17,500
100	$27,000
107	$25,500
109	$66,000
113	$7,400
114	$14,000
115	$3,300
116	$9,000
117	$49,000
118	$3,300
119	$2,100
121	$36,500
122	$2,900
123	$5,000
124	$14,200
125	$6,000
126	$3,000
127	$10,500
128	$7,500
129	$5,000
130	$1,900
131	$13,000
133	$3,400
134	$8,000
135	$8,000
136	$7,200
137	$6,500
138	$11,500
139	$4,000
143	$9,000
144	$430
145	$7,200
146	$5,500

147	$6,500
149	$35,000
150	$11,500
151	$9,800
152	$61,000
153	$8,300
154	$18,000
155	$7,500
157	$14,100
158	$12,300
159	$15,000
160	$11,000
161	$16,100
162	$830
163	$17,900
164	$5,800
165	$13,500
167	$3,700
171	$8,700
172	$8,200
173	$18,000
174	$15,200
175	$5,200
176	$600
178	$4,000
179	$8,100
180	$5,500
181	$25,000
182	$9,200
183	$17,500
184	$5,900
185	$2,200
186	$17,000
187	$3,600
188	$4,450
189	$3,600
190	$19,000
191	$6,650
192	$4,800
193	$11,900
194	$12,000
195	$5,600
196	$2,700
197	$2,750
198	$1,800

200	$4,000
201	$7,700
202	$15,800
203	$750
204	$11,000
205	$470
206	$5,000
207	$5,800
208	$10,500
209	$8,500
210	$3,200
211	$1,800
212	$5,400
213	$1,040
214	$5,500
216	$2,100
217	$7,800
220	$12,500
221	$130
222	$2,450
223	$4,350
224	$20,000
225	$9,300
226	$4,700
227	$12,600
228	$12,300
229	$6,300
230	$15,000
231	$9,000
232	$38,000
233	$27,000
234	$10,000
235	$11,500
236	$4,100
237	$6,000
238	$240
239	$1,500
240	$10,000
241	$8,800
242	$1,270
244	$1,700
245	$1,100
246	$5,200
247	$15,000
249	$42,000

250	$5,300
251	$58,000
252	$8,500
253	$26,000
254	$4,500
255	$4,900
257	$20,000
258	$43,000
259	$38,000
261	$7,500
262	$46,000
263	$25,000
264	$5,000
265	$5,800
266	$1,400
270	$12,900
271	$14,300
272	$42,000
273	$3,200
276	$11,500
277	$13,000
278	$5,750
279	$900
280	$14,000
283	$11,000
285	$4,800
286	$3,800
288	$28,000
289	$5,200
290	$3,000
292	$9,500
293	$3,600
294	$7,300
295	$1,720
296	$18,000
297	$3,300
298	$3,000
299	$5,100
300	$6,100
301	$85,000
302	$6,500
305	$19,000
306	$6,100
307	$73,000
308	$4,100

309	$10,500
310	$4,850
311	$8,000
312	$13,500
313	$9,500
315	$14,000
316	$20,200
317	$4,100
318	$13,100
320	$5,200
321	$16,000
322	$3,400
323	$32,000
324	$13,000
325	$7,700
326	$3,300
327	$3,150
328	$12,000
329	$5,000
330	$7,400
332	$4,600
Total	$2,712,680

City Council Regular

Date:	09/11/2023
Title:	Public Hearing and Resolution for Sidewalk Construction and/or Repair Assessments
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the attached assessment resolution.

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

Construction and/or repairs were completed by the Public Works Department for properties identified in the ongoing Sidewalk Construction Program and are ready to be assessed per the attached resolution.

Pursuant to ARTICLE 13-1200, BMCC, property owners are invoiced for the total cost of sidewalk construction and/or repairs, including permits, and will have sixty (60) days to pay the assessed amount in whole. If the charges are not paid within the given time, the City may impose the total amount due as a special assessment lien against the property. Interest will accrue at the percentage rate as determined by the most recent bond issue sold for the Annual Miscellaneous Sidewalk, Curb, and Gutter Improvements program and will be assessed from sixty-one (61) days after the original invoice date until the time all assessed costs are received by the City. The Sidewalk Hazard Repair Fund initially pays the costs and collected assessments will reimburse that Fund.

The attached list of properties had sidewalk construction and/or repairs completed in November 2022.

ALTERNATIVES

City Council may:

- Approve the resolution; or,
- Not Approve the resolution, in which case the property owners will not be assessed, and the Sidewalk Hazard Repair Fund will be responsible for paying all costs of construction and/or repairs.

FISCAL EFFECTS

The assessments total $3,412.60 and the payments will reimburse the Sidewalk Hazard Repair Fund.

Attachments

Sidewalk Construction/Repair Resolution

RESOLUTION 23-_____

A RESOLUTION LEVYING AND ASSESSING SIDEWALK REPAIR COSTS UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO PAY THE COST OF REPAIRS ON SIDEWALKS CONSTRUCTED PER THE ON-GOING SIDEWALK CONSTRUCTION PROGRAM

WHEREAS, sidewalks in certain locations in the City have deteriorated, settled and cracked, and the safety and convenience of the public require installation, construction, reconstruction, repair and/or replacement thereof; and

WHEREAS, §7-14-4109, MCA, provides that the City Council is authorized to order the installation, construction, reconstruction and/or replacements of certain sidewalks in certain locations in the City without creation of a special improvement district; and

WHEREAS, Billings, Montana City Code, Article 13-1200, provides that Public Works shall prepare and present a resolution containing a list of properties which have been identified in the on-going Sidewalk Construction Program and construction and/or repair, and including permit costs, have been paid for by the City and the owner of those properties have not paid in full the costs for those repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to reimburse for the cost of repairs made to sidewalks, there is hereby levied an assessment upon the owners and parcel described on Exhibit 'A' attached hereto.

2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.

3. DISPOSITION OF COLLECTIONS. Monies collected from assessment shall be paid to the Sidewalk Hazard Repair Fund of Billings, Montana.

4. NOTICE OF HEARING. On Monday, September 11, 2023, at 5:30 p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 11th day of September, 2023.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

PROPERTY OWNER	TAX CODE	AMOUNT
Michael T & Stephanee K Hartford	A06216	561.74
Judy Waterman	A15214	222.59
Ashlee Rangitsch	A15259	392.17
Anthony G & Christine K Ross	A15269	392.17
Edgar Zugg	A15296	392.17
George Letz	A15235	222.59
Carrieri/Fulton Family Living Trust	A15244	392.17
Joshua Kercher	A15249	222.59
Nicole Hanto & Bailey Nickoloff	A12435	614.41

City Council Regular

Date:	09/11/2023
Title:	Public Hearing and Resolution Levying and Assessing Properties for Delinquent Sewer and Solid Waste Services
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution levying and assessing charges for delinquent sewer and solid waste services.

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

Public Works typically terminates the water service for non-payment of utility accounts. However, sewer-only or sewer/solid waste accounts within the County Water District of Billings Heights (CWDBH) has been an ongoing issue as the CWDBH cannot terminate a customers' water for the city's delinquent accounts. Digging up and plugging sewer services is expensive and only done in extreme cases. MCA 7-13-4109 and MCA 7-13-4108 provide for the City to collect delinquent sewer and solid waste charges by assessing all delinquent amounts, including interest, as a tax against the lot or parcel of real estate to which service was furnished. Customers with delinquent sewer and/or solid waste accounts are provided multiple notices and sufficient opportunity to pay the balance due prior to the delinquent charge being assessed as a tax. Public Works staff reviews all sewer and/or solid waste delinquent accounts regularly and attempts to collect any past due amounts by providing information regarding delinquency on monthly statements and collection notices. If account information includes telephone or email addresses, staff will also attempt communications via these methods. Staff has offered payment arrangements to delinquent accounts which would allow the property owner to avoid levying and assessing property. As required by MCA 7-13-4309 and 7-13--4108, Public Works also sent a notice that the delinquent charges would be assessed as a tax prior to the July 7th deadline. Included in the resolution is the list of properties that are being assessed delinquent sewer and/or solid waste charges.

ALTERNATIVES

City Council may:

- Approve this resolution to levy and assess delinquent sewer and/or solid waste charges; or,
- Not approve this resolution in which case the balance of the arrearages will be placed with a collection agency.

FISCAL EFFECTS

The total amount of delinquent sewer and/or solid waste charges being assessed is $22,328.53 which will reimburse the sewer and solid waste funds for services.

Attachments

Sewer/Garbage Delinquent Resolution

RESOLUTION 23-

A RESOLUTION LEVYING AND ASSESSING PROPERTIES FOR DELINQUENT SEWER AND/OR SOLID WASTE SERVICES

WHEREAS, the City Council has determined by resolution the rates and charges for sewer and solid waste service of the city shall be at the expense of the owners of the premises involved; and

WHEREAS, all such sums for sewer services become delinquent and assessable against the property served under Montana law (§7-13-4309, MCA); and

WHEREAS, all such sums for solid waste services become delinquent and assessable against the property served under Montana law (§7-13-4108, MCA); and

WHEREAS, written notice of the City's intention to levy and assess delinquent amounts was provided to the property owners as was required by law; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting delinquent sums for sewer and/or solid waste services, there is hereby levied an assessment upon the owners and parcel described on Exhibit "A" attached hereto.

2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.

3. DISPOSITION OF COLLECTIONS. Monies collected from assessment shall be paid to the sewer and/or solid waste funds.

4. NOTICE OF HEARING. On Monday, September 11, 2023, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 11th day of September, 2023.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Exhibit “A”

PROPERTY OWNER	TAX CODE	AMOUNT
Raymond & Melody Beaulieu	C00637	3,572.59
Jennifer Galo	A19417	4,825.79
Carey Forget	1002109	304.41
Teresa Murray	C07755	966.56
Annette & Scott Kunn	C07717	553.98
Aide & Sarah Talamantes	A17106	273.26
Elysian Burial Gardens Association	A30946	872.36
Bonnie Craig	A21321	443.86
Shawn & Deanna Duckett	A17400	725.41
Gregg Barrigan	C05572C	435.07
Tim Mullins	A31419B	572.44
Justin Philip	A05513	582.61
Carrie Roberts	C06485	461.21
Tyler & Alannah Tillett	C00594	512.66
Roxanne Bracken	A22499	394.15
Brittany & Logan Polkow	A23053	425.48
Kayla Pietz	A35612	438.73
Amanda & Ryan Connelly	C01352B	382.01
Lyndsay Honaker	C00433	416.99
Christian Eide	C00322	339.50
Robert Eberts	C00580	335.52
Ray & Lana Hubbard	A28960	346.69
Nadine Bittner	A26747	353.93
Kraig Ordahl	A19419	402.79
Sondra & Norm Edlund	C12049	381.24
Gage Graham	A34501	279.08
Lloyd Romero	C00183	425.66
Alena Pauley	A28760	233.64
Derek Turnquist	A23194	251.72
Andrew Leonard	A26256	184.19
Michael Krank & Debbi Carter	A20266	154.36
Kelsey & Justin Weischedel	A30353	261.04
Carol J Stevenson	A23013	1,219.60

City Council Regular

Date:	09/11/2023
Title:	Public Hearing SID 1411 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621411

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1411.

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

SID 1411 - This project shall construct curb, gutter, drive approach, and street improvements to Park Lane west of Highwood Drive.

The individual property assessments for SID 1411 has been calculated and is ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with the assessment to each parcel being $12,096 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $24,191.74. The costs associated with SID 1411 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 6.93%.

Attachments

Resolution SID 1411

Attachment A

RESOLUTION 23 _____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1411, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1411 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1411 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A02964 LOWE, PAMELA EILEEN BEVER SUBD, S31, T01 N, R26 E, Lot 1, AMEND LTS 13 AND 14	$12,095.87	6.930	15
A02969 ST JOHN'S LUTHERAN MINISTRIES, INC BEVER SUBD, S31, T01 N, R26 E, Lot 17C, AMEND LTS 15-17	$12,095.87	6.930	15

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 11, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of the resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 11th day of September, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/11/2023
Title:	Public Hearing SID 1419 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621419

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1419.

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

SID 1419 - This project shall construct street, curb and gutter, drive approach, driveway, water main, sanitary sewer main, and storm drain improvements to Charles Street.

The individual property assessments for SID 1419 has been calculated and is ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with assessments ranging from $98,399 to $201,017 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $752,068. The costs associated with SID 1419 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 6.93%.

Attachments

Resolution SID 1419

Attachment A

RESOLUTION 23 _____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1419, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1419 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1419 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A27772 SCHOOL DISTRICT 2 BURLINGTON NORTHERN SUBD 17TH FILING, S08, T01 S, R26 E, BLOCK 1, Lot 2A1,	$166,045.40	6.930	15
A27772A JONES FAMILY HOLDINGS LLC BURLINGTON NORTHERN SUBD 17TH FILING, S08, T01 S, R26 E, BLOCK 1, Lot 2B1,	$201,017.70	6.930	15
A27773 RIDLEY USA INC BURLINGTON NORTHERN SUBD 17TH FILING, S08, T01 S, R26 E, BLOCK 2, Lot 1, 4.	$166,046.20	6.930	15
A27774 SILVERGATE PROPERTY LLP	$98,399.30	6.930	15

BURLINGTON NORTHERN SUBD 17TH FILING, S08, T01 S, R26 E, BLOCK 2, Lot 2

A27775 $120,559.40 6.930 15
E & M INVESTMENTS LLC
BURLINGTON NORTHERN SUBD 17TH FILING, S08, T01 S, R26 E, BLOCK 2, Lot 3, 2.

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 11, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of the resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 11th day of September, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/11/2023
Title:	Public Hearing SID 1423 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621423

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1423.

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

SID 1423 - This project shall construct streetlights serving Annafeld Subdivision 4th filing.

The individual property assessments for SID 1423 has been calculated and is ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with assessments ranging from $3,432 to $16,489 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $523,740.25. The costs associated with SID 1423 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 6.93%.

Attachments

Resolution SID 1423

Attachment A

RESOLUTION 23 _____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1423, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1423 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1423 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A37506 MCCALL DEVELOPMENT INC ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 4	$5,319.22	6.930	15
A37507 MCCALL DEVELOPMENT INC ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 5	$4,325.44	6.930	15
A37508 MCCALL DEVELOPMENT INC ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 6	$4,323.05	6.930	15
A37509 MCCALL DEVELOPMENT INC ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 7	$4,320.67	6.930	15

A37510 $4,319.48 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 8

A37511 $5,366.88 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 9

A37512 $5,364.50 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 10

A37513 $5,362.11 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 11

A37514 $6,464.33 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 12

A37515 $4,390.98 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 9

A37516 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 10

A37517 $6,370.19 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 11

A37518 $6,370.19 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 12

A37519 $7,895.41 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 13

A37520 $6,817.03 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 14

A37521 $6,808.69 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 15

A37522 $8,014.57 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 16

A37523 $3,808.29 6.930 15
KENDALL, MICHELLE

ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 12

A37524 $3,431.75 6.930 15
ABURUHUH, HADEER
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 13

A37525 $3,431.75 6.930 15
LAMBRECHT, JACOB & TERRIE
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 14

A37526 $3,431.75 6.930 15
BYBEE, HARVEY L & LINDA M
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 15

A37527 $3,431.75 6.930 15
MACK, STEVEN D & BERNIE GAIL
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 16

A37529 $6,155.71 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 18

A37530 $6,635.91 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 19

A37531 $6,734.81 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 20

A37532 $6,620.42 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 21

A37533 $6,502.46 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 22

A37534 $7,680.93 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 23

A37535 $6,577.53 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 24

A37536 $5,316.83 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 25

A37537 $5,365.69 6.930 15
LANGEL, KENNEDY H & CONNOR J
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 8

A37538 $5,347.81 6.930 15

CHOAT, WILLIAM M & LESLI J
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 9

A37539 $5,481.27 6.930 15
ZAVATSKY, JOSEPH & NICOLE
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 10

A37540 $5,481.27 6.930 15
SHEEHAN, TYLER
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 11

A37541 $5,481.27 6.930 15
KLEM, SHARON
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 12

A37542 $5,481.27 6.930 15
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 13

A37543 $5,719.59 6.930 15
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 14

A37544 $6,733.62 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 15

A37579 $14,648.10 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 1

A37580 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 2

A37581 $5,481.27 6.930 15
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 3

A37582 $4,766.32 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 4

A37583 $4,766.32 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 5

A37584 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 6

A37585 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 7

A37586 $5,481.27 6.930 15
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 8

A37587 $5,481.27 6.930 15
CAROL L HOLMGREN TRUST
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 9

A37588 $6,469.09 6.930 15
MEYERS, STEPHEN L & KATHERINE R
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 10

A37589 $8,083.68 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 11

A37590 $6,577.53 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 12

A37591 $6,577.53 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 13

A37592 $5,719.59 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 14

A37593 $6,577.53 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 15

A37594 $6,442.88 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 16

A37595 $16,273.42 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 17

A37597 $14,963.87 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 1

A37599 $5,894.75 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 3

A37600 $6,029.40 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 4

A37601 $5,242.96 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 5

A37602 $6,029.40 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 6

A37603 $6,029.40 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 7

A37604 $7,431.89 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 8

A37605 $6,494.12 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 1

A37606 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 2

A37607 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 3

A37608 $4,766.32 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 4

A37609 $6,553.70 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 5

A37610 $14,135.72 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 6

A37611 $16,489.09 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 7

A37613 $8,016.96 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 9

A37614 $7,804.85 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 10

A37615 $7,149.48 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 24, Lot 1

A37616 $7,337.75 6.930 15
MCCALL DEVELOPMENT INC

ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 24, Lot 2

A37617 $15,178.36 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 24, Lot 3

A37620 $6,837.30 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 26, Lot 1

A37621 $5,782.74 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 26, Lot 2

A37622 $5,793.48 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 26, Lot 3

A37623 $6,613.28 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 27, Lot 1

A37624 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 27, Lot 2

A37625 $4,766.32 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 27, Lot 3

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 11, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of the resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 11th day of September, 2023.

CITY OF BILLINGS:

BY:_____

William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/11/2023
Title:	Public Hearing SID 2924 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	612924

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to assess property owners for sidewalk construction costs for SID 2924 (work order 21-11).

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

The improvements constituting the Highwood Drive Improvements will be the construction and installation of curbs, gutters, drive approaches, appurtenant improvements, storm sewer improvements, and asphalt pavement on Highwood Drive, between Poly Drive and Rimrock Road, including Highwood Circle, Circle Drive, and Highland Park Place, within the City of Billings. SID No. 2924 (work order 21-11) has been completed by the Finance Department and is ready to spread on the 2023 tax roll.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total cost spread to the district is $116,754.73. Assessments range from $364 to $11,929 spread over a 12 year period, at an interest rate of 6.47%. The amount assessed per property is stated in the resolution.

Attachments

Resolution SID 2924

RESOLUTION NO. 23_____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2924, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2924 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2924 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A02951 CONWAY, DANA D & HIGHWOOD CIRCLE, S31, T01 N, R26 E, Lot 31	$5,341.41	6.470	12
A02956 DEBRA A REGER REVOCABLE TRUST BEVER SUBD, S31, T01 N, R26 E, Lot 9A, AMD LT 9-12	$10,104.39	6.470	12
A02957 KNUDSON, ERIC & DOMINIQUE BEVER SUBD, S31, T01 N, R26 E, Lot 9B, AMEND LT 9-12	$4,522.07	6.470	12
A02958 STICKA, DENNIS J & LAURIE G BEVER SUBD, S31, T01 N, R26 E, Lot 10A, AMEND LT 9-12	$8,418.52	6.470	12
A02959 RONALD AND LORREEN REITER LIVING TR	$10,285.78	6.470	12

BEVER SUBD, S31, T01 N, R26 E, Lot 10B, AMEND LT 9-12

A02960 $7,687.58 6.470 12
AKRE, KATHLEEN A
BEVER SUBD, S31, T01 N, R26 E, Lot 11A, AMEND LT 9-12

A02961 $6,041.80 6.470 12
MCPHAIL, MATTHEW B &
BEVER SUBD, S31, T01 N, R26 E, Lot 11B, AMEND

A02962 $3,417.44 6.470 12
RENO, ABIGAIL &
BEVER SUBD, S31, T01 N, R26 E, Lot 12A

A02963 $6,005.05 6.470 12
RICHMOND, AUSTIN J & KAYCE S
BEVER SUBD, S31, T01 N, R26 E, Lot 12B, AMEND LT 9-12

A02966 $8,628.79 6.470 12
MEYER FAMILY TRUST
S31, T01 N, R26 E, C.O.S. 500, PARCEL 15A, AMD (53)

A02974 $521.23 6.470 12
BARRY, DAVID & SADIE
BEVER SUBD, S31, T01 N, R26 E, Lot 24, & W8' LT 25, AMD LT 3-4

A09006 $4,420.53 6.470 12
MARK T KLEIN 2014 SEPARATE PROPERTY
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 1

A09007 $6,961.31 6.470 12
GABEL, JEAN M
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 2

A09008 $3,683.24 6.470 12
WATSON, LAURA &
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 3

A09009 $6,236.96 6.470 12
REITZ, PAUL A & SUSAN J BALTER
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 4

A09010 $1,678.32 6.470 12
GILBERTZ, SUSAN J
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 5

A09015 $364.86 6.470 12
(BLISS)-SERAFIN, DOMINIQUE NIKI
HIGHWOOD CIRCLE, S31, T01 N, R26 E, Lot 26

A09020 $11,928.98 6.470 12
CONWAY, DANA D &
HIGHWOOD CIRCLE, S31, T01 N, R26 E, Lot 31

A11220 $10,506.47 6.470 12

MITZMAN, IRVING E & KRISTINA L
MOUNTVIEW SUBD 3RD AMEND, S31, T01 N, R26 E, BLOCK 1, Lot 10 - 12

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 11, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 11th day of September, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/11/2023
Title:	Public Hearing SID 2925 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	612925

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to assess property owners for sidewalk construction costs for SID 2925 (work order 22-07).

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

The improvements constituting the Mullowney Lane Improvements will be the reconstruction of and improvements to Mullowney Lane from the Midland Road/South Frontage Road intersections south to Elysian Road, including two-way left turn lanes, sidewalk on the west side, 10-foot wide multi-use trail on the east side, curb and gutter, storm drain, irrigation, streetlights, and a signalized intersection at the Elysian Road/Mullowney Lane intersection located mid-way between the South Frontage Road and Elysian Road, within the City of Billings. SID No. 2925 (work order 22-07) has been completed by the Finance Department and is ready to spread on the 2023 tax roll.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total cost spread to the district is $606,950. Assessments range from $15,877 to $114,956 spread over a 12 year period, at an interest rate of 6.47%. The amount assessed per property is stated in the resolution.

Attachments

Resolution SID 2925

RESOLUTION NO. 23_____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2925, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2925 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2925 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A28393 ROCKY MOUNTAIN OIL, LLC KELLY SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 1	$50,618.03	6.470	12
A30784 RUSH, BRUCE HOLIDAY BUSINESS PARK SUB, S17, T01 S, R26 E, BLOCK 1, Lot 1	$20,518.35	6.470	12
A35455 SLH INDUSTRIAL LLC ZEILER SUB (15), S18, T01 S, R26 E, BLOCK 1, Lot 1	$66,950.48	6.470	12
C09246 RUSH, BRUCE WEIL SUBD, S17, T01 S, R26 E, BLOCK 4, Lot 1	$27,349.17	6.470	12
C13283A MCCALL PROPERTIES LLC	$27,415.43	6.470	12

MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 100, 26.392% COMMON AREA

C13283B $16,867.00 6.470 12
MCCALL PROPERTIES LLC
MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 200, 28.037% COMMON AREA

C13283C $15,877.37 6.470 12
BRITTANY'S DREAM LLC
MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 300, 45.571% COMMON AREA

C13294 $16,513.54 6.470 12
ORIGER LAND LLC
TITAN SUBD, S18, T01 S, R26 E, BLOCK 3, Lot 1, (02)

D01897 $24,953.61 6.470 12
APPLE FRITTER LLC
S17, T01 S, R26 E, C.O.S. 1191, PARCEL 1A, AMD TR 1

D01898 $47,654.40 6.470 12
O E D LLC
S17, T01 S, R26 E, C.O.S. 1191, PARCEL 1B1, AMEND TR 1B

D01899 $78,893.21 6.470 12
BHCC II INC
S17, T01 S, R26 E, C.O.S. 1191, PARCEL 2B1, AMND 11.942 AC (2000)

D01901 $114,956.05 6.470 12
KHAN ORGANIZATION, LLC
S17, T01 S, R26 E, C.O.S. 1191 AMD, PARCEL 3A & 4A, 2ND AMD 106722 SQ FT

D01911 $98,383.35 6.470 12
SLH INDUSTRIAL LLC
ZEILER SUB (15), S18, T01 S, R26 E, BLOCK 1, Lot 2

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 11, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 11th day of September, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/11/2023
Title:	Public Hearing & Resolution for Nuisance Property Abatement Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution authorizing staff to alter list if the assessments are paid prior to submitting to the County Treasurer.

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

A nuisance property abatement assessment resolution has been completed, and the assessment is ready to be placed on the taxes for the following properties.

(A04411) For the property of 245 Birchwood a case was open for open storage on 11/2/2022. Multiple notices were sent out and in person communication was made several times. The property owners were unable to clean the property due to their age and health concerns. After getting a signed voluntary abatement form from both the property owner and their daughter who has power of attorney the process of cleaning the property began. The abatement at the residence took 2 days 4/25/2023 and 5/9/2023. The end bill is $5,402.17, and the property owner is unable to pay this at this time and wishes for the amount to be assessed to the taxes for the property.

(A11498) For the property of 1211 Miles the case was open up on 7/20/22 for both open storage and junk vehicles at the residence. Two notices were sent to the residence and no progress had been made. Face to face contact was made with the property owner and again no significant change to the property was made. Two citations were issued to the property owner before the property owner was finally cited into court on 12/07/2022. The property owner did not appear to the court date on 2/15/2023 and when the property was inspected on that day more items had been added to the open storage at the residence. The property was abated on 5/2/2023 with a bill of $1,292.96 that has not been paid.

(A01615) For the property located at 615 S 34th Street, Billings, MT a case for open storage, and Parking Inoperable/Junk vehicle in Neighborhood Residential Districts was opened on 10/3/22 and first notice sent. A reinspection was done on 10/17/22, there was no change to the property. On 10/17/22 2nd notice was sent with updated pictures and explanation of what needed to be corrected. Several drive by inspections, more notices were sent and attempts were made to contact Daryl Green in person and over the phone. On 12/28/22 myself and two (2) other Code Officers went to the residence and were able to visit with the property owner Darly Green. We explained to him all that needed to be done. He was offered a voluntary abatement order to sign. He refused to sign so I issued a notice to appear January 18, 2023, at 10:30. On 1/18/23 Daryl Green was given extended time to work on his property by the Judge. The Order Setting Hearing was not set for February 15, 2023 @ 1030. Still with no compliance at the property, I presented my case to Municipal Court of unchanged status/noncompliance of 615 S. 34th Street, Judge Kolar signed the court ordered abatement. On 5/3/23 the abatement was completed by the Code Enforcement. The amount of $,1078.71 is still unpaid.

(C01139) For the property located at 910 Lynch Drive in Billings, MT. A case for open storage and junk vehicles. The case was opened on 04/05/2022 with the first notice being sent out. On 05/16/2022 a final notice was sent out to gain compliance before a citation would be issued. On 06/01/2022 a citation was sent out via certified mail to Andrew Gutierrez for court on 07/06/2022. Andrew showed up for open court and was pushed back from July until 8/30/2022. Several inspections were done, and phone calls made to Andrew but still no progress after getting case proven in court and having abatement order. Due to inclement weather during the winter, abatement was held off until the springtime. Abatement was done on 5/24/2023, and all open storage cleaned up. The amount of $1,199.07 is still unpaid.

(A03231) For the property located at 528 Judith Lane in Billings, MT. A case for open storage and junk vehicles. The case was opened on 06/14/2022 with the first notice being sent out. On 06/27/2022 a final notice was sent out to gain compliance before a citation would be issued. On 11/16/2022 a citation was issued to James Morehouse for a court date in 12/2022. After the initial appearance, the court pushed this back due to weather and the ability for James to get his property into compliance. Case would be extended until 03/15/2023. After the amount of time given, the case was proven again in court and abatement order was given. Case had to wait 30 days to get into compliance before executed abatement. After careful

planning with this abatement, Abatement was completed in two days on 06/27 and 06/29/23 to remove junk vehicles and open storage. The amount of $3,502.41 is still unpaid.

(A09301) For the property located at 202 Jackson Street in Billings, MT. A case for Open Storage, Junk Vehicles and Obstruction of Right of Way, was opened on 5/26/22 with the first inspection being done and 1st notice being sent to the address. On 6/15/22 and 7/12/22 Re inspections were done to see if any clean up was made. The property was still in violation. Several follow up notices, phone calls and face to face contact was made with the resident, Dezeray Brasda, still property in violation. On 9/20/22 I did the final inspection of the property, took updated pictures and served Dezeray Brasda with a Notice to Appear for October 26th, 2022. On October 26th, Dezeray Brasda failed to appear in Municipal Court. I presented my case for abatement at 202 Jackson st, Judge Kolar signed the Court ordered 1 year abatement. On 5/16/2023 the open storage, junk vehicle and obstruction of a right of way abatement was completed. The amount of $455.60 is still unpaid.

(A01321) For the property located at 213 S. 31st Street in Billings, MT. A case for open storage was opened on 11/29/22 with the first inspection being done and the 1st notice being sent to the address. On 12/19/22 I was notified by the Billings Police Department that Brandon Comeslast, the property owner of 213 S. 31st Street had been arrested and being held at YCDF. I did go to YCDF and hand served Brandon Comeslast a Notice to Appear for 1/18/23 @ 1030 am. On 1/03/23 Brandon Comeslast bonded out of jail. 1/11/23 I drove by the property to see if any cleanup had been done. The property was still in violation of open storage, I took updated pictures. On 1/18/23 Brandon Comeslast failed to appear in Municipal Court. I presented my case for abatement at 213 S 31st Street, Judge Kolar signed the Court ordered 1 year abatement. On 4/11/23 the open storage abatement was completed. The amount of $839.06 is still unpaid.
On 4/4/23 another complaint came in about the open storage again in the backyard area. I drove by and took pictures of the violations. With the one (1) abatement order I scheduled the cleanup. On 4/11/23 the 2nd abatement cleanup was done on this property. The amount of $119.23 is still unpaid.
On 5/4/23 the property again in non-compliance with large amount of trash, debris and furniture thrown into the back yard. On 5/16/23 another abatement was completed on the property. The amount of $263.05 is still unpaid.
*On 6/14/23 enter the property due to non-compliance. A fire occurred on the property due to unauthorized occupants entering the property and home. Property owner Brandon Comeslast signed a Voluntary Abatement Order to have the property boarded and secured from illegal entry. Faithful Restoration was hired and completed the job. Code Enforcement also went onto the property and cleaned up open storage collected on the property. Cost for the 3rd abatement is $790.67.
Total amount for all three unpaid abatements is $2,012.01.

(A06960) For the property located at 4112 Buchanan Ave in Billings, MT. A case for open storage. The case was opened on 4/21/21. On 8/3/21 and 1/24/22 other notices were sent out with no compliance at the property. On 9/22/22 was the initial appearance in Municipal Court. James Tate, occupant of the resident was given sixty (60) days to get the property into compliance. Several inspections were done, and phone calls made to James Tate at 4112 Buchanan, with no progress of clean up being done. On 12/21/22, I presented photos in Municipal Court of unchanged status of 4112 Buchanan, Judge Hughes (Pro Tem) signed the court ordered abatement. On 4/12/2023 and 4/17/2023 abatements were done at 4112 Buchanan to get the property into compliance. The amount of $523.63 is still unpaid.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the abatement.

FISCAL EFFECTS

The assessments total $15,466.56 and will reimburse the General Fund.

Attachments

Resolution Nuisance Abatement

RESOLUTION NO. 23 _____

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF ABATEMENT.

WHEREAS, Billings, Montana City Code, Section 18-301, et seq. sets forth the procedures to be followed (a) to designate property within the City of Billings as a nuisance, and (b) to abate such a nuisance when ordered to do so by the Municipal Court.

WHEREAS, Section 18-305 provides that the property owner will be sent an abatement expense report for the subject property and will be given notice that any assessment that is not paid shall become a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes. The owners of the property described on Exhibit A have been sent an assessment notice for abatement expenses incurred pursuant to Section 18-301, et seq., but the property owner has not reimbursed the City for its expenses set forth in the report or any part thereof. Further, City policy dictates that the City Clerk shall prepare and present a Resolution containing a list of the properties to be assessed, the recorded owners, and the amount of the cost for abatement, not to exceed the statutory amount for a Municipal Court judgement as in MCA 3-11-103, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. LEVYING OF SPECIAL TAX. That for the purpose of collecting funds to defray the cost of abatement, there is hereby levied and assessed a special tax upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said tax shall be placed upon the assessment rolls and collected in the same manner as other taxes.

3. DISPOSITION OF COLLECTIONS. Pursuant to Section 18-305(6)k. BMCC, monies collected from taxes shall be paid into a special abatement fund established to account for costs, collections, and transactions necessary to the efficient operation of the Nuisance Abatement program. Assessment funds collected will be returned to the designated abatement account for future use on other involuntary property abatements or for transfer back to the city general fund.

4. NOTICE OF HEARING. On Monday, September 11, 2023, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the **11th** day of **September, 2023.**

CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

Exhibit A

Owner Name	Address	Tax Code	Assessed Amount
Craven, Loretta D	245 Birchwood Drive	A04411	$5,402.17
Logan, George R & Jo Ann Living Trust	1211 Miles Avenue	A11498	$1,292.96
Greyn, Daryl D	615 S 34th Street	A01615	$1,078.71
Gutierrez, Andrew	910 Lynch	C01139	$1,199.07
Morehouse, James	528 Judith	A03231	$3,502.41
Parker, Robert (Brasda, Dezeray)	202 Jackson	A09301	$455.60
Secretary of Veteran Affairs (Comeslast Brandon)	213 S 31st St	A01321	$2,012.01
Tate, Jamie	4112 Buchanan Avenue	A06960	$523.63

City Council Regular

Date:	09/11/2023
Title:	Public Hearing & Resolution for Weed Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution authorizing staff to alter list if the assessments are paid prior to submitting to the County Treasurer

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

The annual weed assessments have been completed and are ready to be placed on the tax rolls by the attached resolution.

Pursuant to the Billings, Montana City Code (BMCC), Section 25-304, property owners are notified in writing and given ten (10) days from the date of the notice of noncompliance to exterminate weeds or tall grass from their property. If owners fail to cut the vegetation, the City may cut it and assess the costs to the real property, together with an additional administrative fee of 25% of the cost of removal, plus a $25 penalty. If the charges are not paid within a given time, the costs and penalties constitute a lien on the property and special assessments may be levied. The General Fund initially pays the costs, so the collected assessments reimburse those expenses.

The properties on the attached list had weeds removed from them during the growing season, the owners did not pay the charges and the properties may be assessed to recover the costs, penalty and fee.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the weed removal.

FISCAL EFFECTS

The assessments total $8,180 and the payments will reimburse the General Fund.

Attachments

Resolution Weed Abatement

RESOLUTION NO. 23_____

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF CUTTING AND/OR EXTERMINATING WEEDS.

WHEREAS, Billings, Montana City Code, Section 25-307, provides that the City Clerk shall prepare and present a resolution containing a list of all parcels of land in the City, from which and adjacent to which, the weeds were cut, exterminated and/or removed, and such list shall contain opposite the number of such lots or description of such parcels of land, the name of the owner, if known, and the amount of cost for cutting and removing such weeds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to defray the cost of cutting and removing of weeds, there is hereby levied an assessment upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.

3. DISPOSITION OF COLLECTIONS. All monies collected from the assessment shall be paid to the General Fund of the City of Billings.

4. NOTICE OF HEARING. On Monday, September 11th, 2023**,** at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 11th day of September, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

Exhibit A

NAME	MOWING ADDRESS	TAX CODE	AMOUNT
AMBK BILLINGS I LLC	913 S 28TH ST	A01860	47.50
BARRAGAN, CARMEN	2428 CONSTELLATION TRL	C10757B	365.00
BILL MONTS JUDE LLC	618 S 25TH ST	A01540	402.50
BK RE 7485 LLC	1411 N 27TH ST.	A07350	185.00
BOB PENTECOST CONSTRUCTION	7050 SHINY PENNY WAY	A37391	248.75
CDF PROPERTIES LLC	25 S. 37TH ST W.	A27253	275.00
CDF PROPERTIES LLC	3655 MT RUSHMORE AVE.	A27255	552.50
COMESLAST, BRANDON	213 S 31ST STREET	A01321	286.25
DAVES, MARGARET ELIZABETH	1614 ST JOHNS AVENUE	A17585	177.50
GADADE, VAIBHAV N.	102 S 33RD ST	A18790	177.50
GILMOR, JOANN	346 MONROE	A14811V	177.50
GREEN, KELLY & HALL GREGORY D.	1029 YALE AVE	A05416	177.50
HILARIO, MARK & CHUCK	4128 STATE AVENUE	A06931	230.00
KANYID, BILLIE C	701 S 34TH ST	A01654	267.50
KRAFT, RACHEL RAE	4707 STONE ST	A17468	177.50
LETZ, GEORGE M.	501 BURLINGTON AVE	A15235	177.50
LYNELL ZERBE GARTSIDE TRUST	3638 BROADWATER AVE	C01749A	290.00
MORALES, JOSE R.	110 S 29TH ST	A00916	245.00
NOBLE, RANDY B.	1316 ELDORADO DRIVE	A04299	177.50
NORWOOD, DAVID	3509 6TH AVENUE SOUTH	A14073	188.75
NTC VENTURES INC	4137 MORGAN AVENUE	A17098	331.25
PRICE, AMY	5129 CLEMSON DRIVE	A35458	316.25
PRICE, AMY	2607 TULANE DR	A35545	260.00
PRICE, AMY	2603 TULANE DR	A35546	383.75
PRICE, AMY	5107 AMHERST DRIVE	A35547	297.50
RUSSELL, JEREMY	810 S 32ND ST	A01793	177.50
SEANN LLC	121 N 19TH ST	A00547	320.00
SHIPP, PHILLIP E	4150 MORGAN AVENUE	A12812	233.75
SHUCK, JASON	2981 MILLICE AVENUE	C06014A	177.50
STEVENSON, FRED W JR	1114 20 ST W	A02685	222.50
US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	1709 ST. JOHNS	A17539	222.50
WELCH, MICHAEL L.	2546 CUSTER AVENUE	A06058	233.75
ZITUR, SHALEE LYNETTE	1524 ST. JOHNS AVE	A07490	177.50
		Total	$ 8,180.00

City Council Regular

Date:	09/11/2023
Title:	Public Hearing and Resolutions Setting Annual Levy/Assessments for Fiscal Year 2024
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct one public hearing for all the levies/assessments and approve each individual resolution. These levies/assessments are listed as sub items under one agenda item. The Council may conduct one public hearing where anyone may speak about any of the levies/assessments. After the public hearing is closed, the Council will need to take action on each individual levy/assessment resolution. All resolutions may be approved by a majority vote.

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

The following property tax levy and annual assessment resolutions have been completed by the Finance Department and the levies and assessments are ready to be spread on the tax files.

- Mill Levy Rates for General, Transit, Library, Public Safety I,II and III, and General Obligation Debt
- Downtown Business Improvement District
- Tourism Business Improvement District

The mills will be set at 206.57 in FY 2024 for General, Transit, Library, and Public Safety I, II and III and General Obligation Debt levies. The TBID assessment is $2 per rented room per night and will not change from last year. The DBID assessment is based on many factors which includes total square footage, count of all parcels, total taxable value, and total building square footage within the district. For FY 2024 the assessments for the DBID total $509,207.56.

The 206.57 mills includes 9.79 General Fund mills to be levied in FY24 to generate $2.6 million for the franchise fee settlement. If not for the franchise fee settlement, the mills levied would be reduced by 9.79, which will cost the median home approximately $40.65 in FY24.

Additionally, the General Fund mills for FY24 include the funding to replace Park District 1 (approximately 14.21 mills), which had been funded through a Special Assessment prior to this year.

The FY24 mills were reviewed by the Budget and Finance Committee on 8/16/23, and recommended for approval.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve and provide additional guidance to staff
- Amend and approve the resolutions

FISCAL EFFECTS

Establishing these mills will allow the City's General, Transit, Library and Public Safety Funds to align with the adopted FY24 Budget that was approved by City Council on 6/26/23.

The General Obligation mills are set in order to generate the necessary revenues to make the debt service payments for General Obligation (GO) Debt as authorized by the City Charter. The total FY24 of 6.67 mills will generate $1,771,600 in tax revenue, as compared to the FY23 mills of 8.00, which generated $1,741,500 in tax revenue.

If approved the median home valued at $307,600 will pay $859.05 for the property tax mill levies in FY24, compared to $649.74 in FY23. This includes the replacement funding for Park District 1 ($59/yr) which had been funded through a Special Assessment, and the funding for the franchise fee settlement ($40.65) which is estimated to be paid in FY24.

Attachments

Resolution DBID
Resolution TBID
2023 Resolution setting mill levies

RESOLUTION 23 - _____

A RESOLUTION LEVYING AND ASSESSING PROPERTIES FOR THE PURPOSE OF PROVIDING AND MAINTAINING THE COMMON AREA IMPROVEMENTS MADE IN DOWNTOWN, CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, Billings, Montana City Code provides for assessment for public improvements and maintenance, including but not limited to public sidewalk sweeping, security, public sidewalk snow removal, litter control, graffiti removal, and abatement of other services that are requested by the downtown property owners.

WHEREAS, said Billings, Montana City Code provides that the City Council shall fix, levy, and assess said charge on or before the second Monday in August.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. SERVICE CHARGE FOR FISCAL YEAR 2024. The Business Improvement District assessment for the fiscal year 2024 is hereby fixed, levied and assessed against each and every parcel of real property within the B.I. D. Each parcel shall pay to the City that portion of the total Business Improvement District assessment imposed annually. The assessment is a calculation based on square footage, taxable market value, and building square footage. See Exhibit A

2. NOTICE OF HEARING. On Monday, September 11, 2023, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

3. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 11th day of September 2023.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Attachment A

Tax ID	Assessment
A00001	557.72
A00004	184.57
A00006	171.16
A00007	235.59
A00008	116.29
A00009	198.63
A00010	345.28
A00011	1,362.76
A00016	612.56
A00041	920.38
A00042	1,167.65
A00042A	756.94
A00050	238.29
A00051	419.62
A00056	2,876.01
A00062	282.63
A00063	1,520.78
A00064	293.65
A00065	332.41
A00066A	966.96
A00067	363.99
A00068A	383.62
A00069	292.09
A00070	128.26
A00071	440.12
A00072	228.15
A00073	169.60
A00073A	94.94
A00073B	95.66
A00074	320.22
A00075	417.88
A00075A	1,032.26
A00075B	183.61
A00196B	1,306.06
A00202	130.02
A00203	103.03
A00204	185.62
A00206	166.36
A00207	342.75
A00208	128.52

A00209	109.02
A00210	109.02
A00211	128.52
A00212	244.03
A00215	206.47
A00216	320.58
A00217	169.96
A00218	139.43
A00219	394.56
A00222	165.91
A00224	128.60
A00225	443.29
A00235	1,181.40
A00236	128.38
A00241	328.53
A00242	97.78
A00243	145.85
A00244	440.80
A00247	730.09
A00251	2,581.50
A00252	277.71
A00254	212.81
A00255	585.17
A00256	1,136.36
A00257	848.89
A00258	722.00
A00260	647.40
A00261	1,842.77
A00262	2,233.72
A00263	3,998.96
A00264	5,549.49
A00269	1,385.35
A00270	292.83
A00271	8,667.66
A00273	1,191.53
A00276	216.76
A00277	205.93
A00278	183.82
A00279	211.07
A00280	291.05
A00282	564.44
A00285	608.09
A00290	245.72

A00292	323.96
A00342	128.52
A00343	167.50
A00344	208.02
A00345	167.39
A00346A	213.10
A00346B	202.98
A00347	562.68
A00349	4,342.51
A00351	3,396.80
A00352	1,922.39
A00357	618.59
A00359	1,448.23
A00360	4,982.85
A00362	453.97
A00363	848.72
A00364	1,862.79
A00365	2,001.30
A00366	3,188.22
A00367	427.69
A00367A	191.52
A00367B	165.87
A00367C	299.44
A00368	9,607.68
A00372	2,162.62
A00373	1,037.52
A00374	806.10
A00375	3,473.73
A00376	1,718.64
A00379	289.86
A00383	4,448.25
A00389	504.97
A00394	214.56
A00395	130.36
A00396	128.64
A00397	164.50
A00398	183.41
A00399	175.75
A00400	257.49
A00401	363.96
A00402	128.52
A00406	347.37
A00407	139.32

A00408	167.34
A00409	165.76
A00410	88.79
A00411	88.79
A00414	607.91
A00416	88.66
A00417	124.46
A00418	96.86
A00419	100.24
A00420	108.43
A00421	153.75
A00422	96.00
A00423	95.51
A00424	85.08
A00425	92.49
A00426	257.81
A00429	119.05
A00430	93.18
A00431	151.45
A00432	110.38
A00433	138.87
A00434	134.62
A00435	82.19
A00566	722.78
A00566B	490.57
A00567	216.56
A00568	692.77
A00569	83.52
A00570	90.83
A00571	120.58
A00572	126.18
A00573	412.98
A00574	330.50
A00576	153.74
A00577	142.01
A00578	112.84
A00579	166.54
A00580	112.26
A00583	136.36
A00584	151.35
A00585	99.66
A00586	164.47
A00587	232.46

A00588	139.74
A00589	175.77
A00590	166.02
A00591	128.15
A00592	115.26
A00593	114.65
A00594	670.21
A00598	128.52
A00599	233.59
A00600	226.09
A00601	100.96
A00602	163.04
A00603	326.85
A00604	983.00
A00605	404.62
A00606	424.65
A00607	1,140.12
A00609	1,553.80
A00610	426.82
A00611	1,076.94
A00612	494.48
A00613	1,378.19
A00616	726.03
A00617	273.40
A00618	3,987.64
A00620	2,246.13
A00624	7,620.39
A00630	2,758.73
A00630A	494.48
A00631	403.89
A00632	96.92
A00633	144.12
A00634	897.85
A00635	1,200.72
A00636	1,063.97
A00637	1,695.44
A00638	951.22
A00639	1,022.14
A00640A	202.77
A00640B	139.10
A00640C	171.26
A00640D	238.71
A00640E	121.67

A00640F	819.11
A00640H	73.35
A00640I	73.10
A00640J	71.08
A00640K	72.94
A00640L	64.38
A00640N	70.07
A00640O	70.78
A00640P	67.78
A00640Q	66.75
A00640R	65.52
A00640S	68.53
A00640T	65.48
A00640U	63.22
A00640V	68.16
A00641A	172.13
A00641B	152.58
A00641C	154.00
A00641D	225.24
A00641E	270.39
A00641F	246.18
A00642A	454.91
A00642B	551.37
A00642C	76.26
A00643	1,388.89
A00644	1,498.87
A00645	1,386.75
A00647	1,534.59
A00648	657.64
A00648A	725.55
A00649	999.66
A00650	1,077.81
A00651	1,914.99
A00652	851.27
A00653	402.83
A00654	402.83
A00655	1,483.58
A00656	1,105.11
A00658	184.87
A00659	459.96
A00660	206.47
A00663	128.88
A00664	322.05

A00665	483.14
A00667	718.62
A00671	302.25
A00673	206.33
A00676	176.05
A00677	128.52
A00678	128.73
A00679	560.93
A00740	86.22
A00741	500.49
A00742	811.32
A00744	482.30
A00745	577.64
A00746	893.12
A00747	1,116.36
A00748	301.36
A00749	1,515.09
A00753	397.26
A00755	269.70
A00756	534.69
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A00758	383.07
A00759	210.67
A00760	249.30
A00762	1,026.55
A00763	434.53
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A00768	357.30
A00769	309.10
A00770	716.16
A00771	1,149.89
A00773	731.60
A00774	1,288.35
A00775	704.48
A00776	1,182.58
A00778	1,302.24
A00780	574.23
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A00782	465.16
A00783	1,756.16
A00786	985.66
A00787	5,865.51

A00789A	130.83
A00789B	104.95
A00789C	102.78
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A00789E	91.38
A00789F	95.41
A00789G	107.91
A00789H	235.92
A00794B	127.86
A00794C	1,071.44
A00794D	635.47
A00795	7,869.74
A00796A	138.16
A00796B	294.91
A00796C	101.00
A00796D	69.83
A00796E	61.49
A00796F	68.32
A00796G	72.69
A00796H	56.51
A00796I	56.51
A00796J	56.51
A00796K	54.92
A00796L	56.51
A00796N	56.51
A00796O	56.93
A00796P	56.93
A00796Q	56.93
A00796R	54.92
A00796S	56.51
A00796T	56.51
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A00809	366.52
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A00811	396.12
A00812	436.97
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A00814	1,108.14
A00815	1,416.78

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A00817	1,689.21
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A00820	1,477.54
A00821	525.37
A00822	584.48
A00823	694.68
A00824	1,392.86
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A00827	452.03
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A00838	1,756.18
A00839	3,894.46
A00840	1,576.56
A00843	232.62
A00844	169.27
A00845	170.81
A00846	162.85
A00846A	295.07
A00847	116.64
A00849	761.26
A00851	345.73
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A00883	750.81
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A00889	373.23
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A00892	291.92

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A00896	370.79
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A00901	88.98
A00902	304.33
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A00909	153.75
A00910	127.66
A00911	141.10
A00912	89.78
A00913	149.98
A00914	142.52
A00915	171.81
A00916	146.15
A00917	322.79
A00918	166.85
A00920A	59.39
A00920B	59.39
A00920C	57.69
A00920D	57.35
A00920E	57.60
A00920F	58.08
A00920G	59.39
A00920H	59.39
A00920I	57.57
A00920J	57.59
A00920K	57.70
A00920L	57.63
A00921	144.59
A00922	136.28
A00923	210.98
A00924	205.74
A00925	209.22
A00926	121.55
A00927	114.85
A00928	230.77
A00931	156.54
A00936	581.70
A00939	717.98
A00949	3,979.81
A00953	351.73

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A00956	93.86
A00957	216.71
A00959	569.36
A00963	156.78
A00964	389.51
A00968	305.39
A00970	256.42
A00971	507.76
A00976	185.52
A00977	127.66
A00981	342.45
A00982	258.16
A00985	171.33
A00986	88.79
A00987	128.02
A00988	159.03
A00995	404.70
A01010	241.72
A01012	124.07
A01013	127.66
A01014	141.84
A01015	138.20
A01019	242.72
A01019A	179.88
A01022	298.73
A01024	155.49
A01028	556.16
A01030	241.67
A01032	203.33
A01035	229.87
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A01043	162.19
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A01045	91.95
A01046	121.87
A01047	137.52
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A01058	128.48
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A01134	91.72
A01135	126.18
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A01137	166.86
A01138	507.34
A01142	128.80
A01144	168.26
A01145	134.43
A01146	126.18
A01147B	251.04
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A01152	62.21
A01153	122.74
A01155	511.16
A01161	197.68
A01163	161.06
A01165	296.47
A01168	308.23
A01170	189.80
A01171	91.60
A01172	134.75
A01180	7,373.26
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A01191A	88.98
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A01196	90.74
A01197	214.50
A01198	192.12
A01200	135.98
A01201	162.99
A01202	88.79
A01203	128.15
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A01205	144.45
A01206	126.18
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A01208	131.37
A01209	170.21
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A01210B	83.39
A01210C	79.62
A01210D	78.81
A01212	609.41
A01218	82.88
A01219	63.27
A01220	96.12
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A01222	131.54
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A01224	93.15
A01225	135.16
A01226	358.70
A01231	100.00
A01232	50.00
A01233	127.66
A01234	127.66
A01235	96.20
A01236	95.50
A01237	132.72
A01238	134.77
A01239	88.79
A01240	87.86
A01241	126.18
A01242	130.59
A01243	203.14
A01245	127.37
A01246	1,171.49
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A01250	160.87
A01251	160.87
A01252	160.87
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A01254	105.67
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A01258	245.71
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A01266A	336.45
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A01273	168.07
A01274	291.63
A01279	264.97
A01280	259.75
A01281	180.75
A01283	160.91
A01285	245.02
A01287	129.09
A01288	114.27
A01289	691.54
A01291	327.63
A01292	97.48
A01293	598.82
A01294	686.66
A01298	312.17
A01299	151.96
A01300	283.85
A01301	108.49
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A01303	150.71
A01304	347.86
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A01308	83.12
A01309	137.13
A01310	141.70
A01311	145.18
A01534	593.89
A01539	537.14
A01540	259.83
A01541	244.34
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A01549	154.95
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A01554	509.98
A01560	720.45

A01567	1,482.19
A01688	7,759.75
A01689	166.27
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A01699	3,371.15
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A01909	3,303.16
A01916	221.19
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A01919	121.54
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A01926	607.42
A01932	128.75
A01933	89.09
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A01933B	831.84
A01935	80.93
A01936	132.83
A01937	94.26
A01938	59.00
A01939	98.43
A01940	94.26
A01941	96.85
A01943	467.49
A01944	427.53
A01945	143.76
A01946	278.06
A01947	409.27
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A01953	91.72
A01954	84.15
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A01956	73.01
A01957	76.26
A01958	69.25
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A01964	129.41
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A07131	3,890.64
A07141	125.29
A07142	452.24
A07149	357.27
A07153	255.25
A07155	162.56
A07179	280.91
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A07181	173.80
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A07191	124.76
A07192	326.89
A07196	306.12
A07201	119.62
A07212	509.24
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A07230	312.63
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A07260	238.86
A07262	676.78
A07265	120.94
A07266	105.96
A07267	153.77
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A07273	229.44
A07273A	75.69
A07276	283.88
A07279	204.01

A07281	488.76
A07282	127.11
A07283	226.15
A07284	0.00
A07285	218.82
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A07288	151.83
A07290	75.47
A07291	177.42
A07293	407.06
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A07332	127.04
A07332A	169.59
A07333	175.90
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A07339	237.88
A07341A	278.46
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A07350	284.29
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A07353	314.81
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A07356A	455.77
A07357	422.25
A07361	194.30
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A07364	1,276.15
A07366	1,172.87
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A07370	353.83
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A07371B	101.54
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A07376A	72.83
A07376B	75.87
A07376C	75.89
A07376D	74.08
A07376E	77.78
A07376M	0.00
A07376S	59.50
A07376T	60.88
A07376U	60.88
A07376V	59.96
A07376W	61.79
A07379	158.11
A07381	233.29
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A11336	121.30
A11341	216.91
A11351	507.91
A11353	123.78
A11354	661.73
A11355	151.83
A11543	463.73
A11550	1,316.55
A11554	557.95
A11563	116.12
A11564	104.63
A11565	7,075.51
A11583	174.34
A11584	102.24
A11585	107.78
A11586	122.52
A11587	107.91
A11588	123.35
A11589	101.63
A11592	340.12
A11605	149.70
A11606	101.69
A11608	156.12
A11609	123.60
A11610	203.49

A11614	99.18
A11615	112.18
A11630	102.03
A11631	230.14
A11636	99.58
A11638	354.45
A12102	1,911.89
A12146	557.95
A12156	101.12
A12157	101.12
A12169	2,810.84
A12176	823.79
A12194	121.32
A12201	103.28
A12202	101.99
A12203	101.96
A12204	101.13
A12205	92.21
A12210	1,596.29
A12216	444.28
A12217	101.54
A12218	329.76
A12226	1,010.74
A12229	202.74
A12233	1,127.72
A12241	101.27
A12242	101.71
A12243	101.48
A12244	101.94
A12245	101.78
A12246	153.21
A12248	94.27
A12249	101.64
A12250	101.56
A12251	101.71
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A12254	101.56
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A12256	101.56
A12257	101.48
A12258	101.78
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A12260	101.54
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A12263	101.62
A12264	101.54
A16450	6,385.76
A18733	236.94
A18734	150.31
A18735	137.84
A18736	141.64
A18737	150.72
A18738	237.05
A18740	187.36
A18741	134.18
A18742	96.17
A18743	151.72
A18744	85.36
A18745	1,484.10
A26786	63.87
A26787	64.22
A26788	65.10
A26789	65.12
A26790	65.05
A26791	57.59
A26792	64.04
A26793	64.48
A26794	65.12
A26795	65.04
A26796	63.86
A26797	64.00
A26798	65.10
A26799	65.12
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A27701	122.21
A27702	126.00
A29916A	85.00
A29916B	70.28
A29916C	60.53
A29916D	57.75
A29916E	60.13
A29916F	58.78
A29916G	60.57
A29916H	57.52

A29916I	60.89
A29916J	60.81
A29916K	60.97
A29916L	60.97
A29916N	60.94
A29916O	60.90
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A34212B	67.72
A34212C	83.31
A34212D	51.79
A34212E	53.68
A34212F	51.77
A34212G	52.28
A34212H	52.26
A34212I	52.47
A34212J	52.24
A34212K	51.75
A34212L	51.83
A34212N	53.72
A34212O	54.97
A34212P	53.74
A34212Q	51.91
A34212R	60.05
A34212S	52.77
A34212T	51.71
A34212U	52.77
A34212V	51.89
A34212W	236.80
A34212X	126.26
A34212Y	63.59
A34225A	53.41
A34225B	53.41
A34225C	53.26
A34225D	53.26
A34225E	53.26
A34225F	53.41
A34225G	53.41
A34225H	53.41
A34225I	53.41

A34225J	53.41
A34225K	53.41
A34225L	53.41
A34225N	53.41
A34225O	53.41
A34225P	53.41
A34225Q	53.41
A34225R	53.41
A34225S	53.41
A34225T	53.41
A34225U	53.41
A34225V	53.41
A34225W	53.41
A34225X	53.41
A34226A	53.41
A34226B	53.41
A34226C	53.41
A34226D	53.41
A34226E	53.41
A34226F	53.41
A34226G	53.41
A34226H	53.41
A34226I	53.41
A34226J	53.41
A34226K	53.41
A34226L	53.41
A34226N	53.41
A34226O	50.00
A34226P	50.00
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A34226S	60.02
A34620	1,786.87
A36413A	70.77
A36413B	71.31
A36413C	68.25
A36413D	72.78
A36413E	70.51
A36413F	68.10
A36413G	70.67
A36413H	71.73
A36413I	71.72
A36413J	74.52
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A36413L	75.22
A36413N	67.72
D01207	122.21
D01207	6,522.79
D05764	402.70
D12010	107.65
D12013	98.65
D12013A	117.50
D12014	241.84
D12015	199.57
D12017	104.73
D12017A	149.40
D12018	124.56
D12018A	74.87
D12019	122.18
D12021	137.49
D12037	146.75
D12039	200.37
D12041	71.95
D12044	135.38
D12048	282.51
D12049	190.07
D12053	134.86
D12055	60.62
D12056	58.02
D12058	139.38
D12059	224.99
D12060	100.29
D12061	223.22
D12062	277.89
D12063A	64.76
D12267	60.59
D12268	65.08
D12269	115.30
D12270	79.10
D12271	673.43
D12436	76.07
D12514	135.65
D13071	117.95
D13072	141.47
D13111	135.13
D13113	127.72
D13114	109.49

D13139I	51.93
D13144J	50.00
D13144K	50.00
D13144L	725.04
D13144Y	687.21
D13144Z	898.87
D13145	227.58
D13145A	307.86
D13145B	50.00
D13145D	190.07
D13145E	224.93
D13145F	5,617.46
D13145L	218.07
D13161	89.93
D13244	156.88
D13578	123.76
D13580	82.79
I00048	115.46
I00063	75.32
I00064	61.89
I00078B	65.70
I00140	62.80
I00153	103.38
I00154	296.05
I00199	105.53
I00203	151.60
I00206	51.88
I00221	136.79
I00224	86.42
I00227	115.87
I00230	383.10
I00230A	62.80
I00233	58.57
I00234	125.67
I00236	780.15
I00241	74.73
I00250B	91.59
I00251	953.86
I00251A	325.24
I00254	68.78
I00257	89.59
I00263	1,136.89
I00265	140.80

I00270B	50.10
I00272	588.46
I00280	141.86
I00282	795.76
I00593	505.15
I00593A	354.51
I00602	373.26
I00603	1,043.13
I00621	127.11
I00622	270.02
I00623	690.50
I00624	576.72
I00635	65.39
I00648	247.08
I00649	247.34
I00650	355.39
I00651	171.64
I00734	58.93
I00763	764.43
I00797	4,956.67
I00877	53.48
I01016	58.72
I01060	50.48
I01104	1,004.07
I01149	522.91
I01160	383.94
I01172	1,059.44
Total	509,207.56

RESOLUTION NO. 23 - ___

A RESOLUTION SETTING ANNUAL ASSESSMENTS WITHIN THE BILLINGS TOURISM BUSINESS IMPROVEMENT DISTRICT AND PROVIDING NOTICE, HEARING AND ADOPTION

WHEREAS, the City Council created the Tourism Business Improvement District No. 0002 ("TBID") on April 10, 2017, by adopting Resolution No. 17-10614; and

WHEREAS, following approval of the annual TBID work plan and budget, the City Council may, by resolution, set the next fiscal year assessment upon all property in the district using as a basis the method set forth in Resolution 17-10619, Section 7, and as prescribed in 7-12-1133(2)(c), MCA; and

WHEREAS, the property to be assessed are all hotels within the District, as described in Resolution 17-10619, Section 4, with 6 or more rooms; and

WHEREAS, the City Council has duly considered the matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF BILLINGS AS FOLLOWS:

1. Assessments for Fiscal Year 2024. The TBID assessment for fiscal year 2024 is hereby fixed, levied and assessed against each and every parcel of real property within the TBID. Each parcel shall pay to the City that portion of the total TBID assessment imposed annually. The assessment is $2.00 per occupied hotel/motel room night.

2. Notice of Hearing. On Monday, September 11, 2023, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

3. Effective Date. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana this 11th day of September, 2023.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____

Denise R. Bohlman, City Clerk

RESOLUTION NO. 23- _____

A RESOLUTION MAKING THE MILL LEVIES FOR ALL-PURPOSE MILL LEVY AND MILL LEVIES FOR LIBRARY OPERATING, TRANSIT OPERATING, AND PUBLIC SAFETY AND GENERAL OBLIGATION DEBT FOR THE FISCAL YEAR 2023-2024.

WHEREAS, pursuant to law, the City of Billings is required to make annual mill levies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. That an All-Purpose Annual Mill Levy in the amount of 73.10 Mills is hereby imposed on all taxable property within the City of Billings, Montana, for the Fiscal Year July 1, 2023 through June 30, 2024. (BMCC 1.02)

2. That additional Mill Levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

A.	4.27	Library Operating (BMCC 1.04)
B.	8.53	Transit Operating (BMCC 1.03)
C.	20.00	Public Safety (BMCC 1.05)
D.	60.00	Public Safety II (BMCC 1.05.1)
E.	34.00	Public Safety III (BMCC 1.05.2)

3. That the mill levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

A. 1.34 mills-General Obligation Debt Service Streets
B.. 2.53 mills-General Obligation Debt Service Library
C. 2.80 mills-General Obligation Debt Service Baseball Stadium Series A

4. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the City Council this 11th day of September, 2023.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

City Council Regular

Date:	09/11/2023
Title:	Public Hearing and Resolution Setting PMD Annual Assessments for Fiscal Year 2024
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and approve the resolution setting the assessments for the City's Park Maintenance Districts.

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

The annual assessment resolution for the City's 36 Park Maintenance Districts (PMD's) has been calculated and allocated to each property within the district. Assessed amounts are consistent with the FY24 Budget adopted on June 22, 2023. The assessment method varies by district, as described in the attached resolution, consistent with the creation of each PMD.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the Parks Department could stop maintaining the PMD parks or Council could direct staff to continue maintaining the parks and use General Fund or other resources for that purpose.

FISCAL EFFECTS

The total amount to be assessed for these PMD's is $1,348,036 for FY 24. Park maintenance district rates are calculated by estimating the expenses for maintenance, recovering actual expenditures, and planning for future equipment replacement within each district.

There are 6,295 properties in Billings that are within the boundaries of a Park Maintenance District. The average annual charge is $211 and the median annual charge is $150.

Gross amounts assessed for each PMD are shown below, with a comparison to prior year amounts:

PMD Name	FY24	FY23	Increase/ Decrease
Harvest	$ 198,657	$ 196,000	$ 2,657
Olympic	180,960	172,000	8,960
Parkland West	47,651	46,000	1,651
Kiwanis/Durland	23,236	20,000	3,236
High Sierra	79,448	73,000	6,448
Forest Park	1,948	2,000	(52)
Woodland Estates	4,653	4,000	653
Terra West	24,872	22,000	2,872
Aspen Grove	9,005	9,000	5
Lakeview Drain	2,155	500	1,655
Montana Avenue	64,953	62,000	2,953
Country Manor (Village West-Circle 50	48,256	46,000	2,256
Broadway/City Hall	41,773	40,000	1,773
Rush/Shiloh Point	13,579	13,000	579
Howard Heights	8,618	8,700	(82)
Mission United (West end Bike Trail)	11,772	10,000	1,772
South Gate	6,014	5,000	1,014
Frances Park	24,167	22,000	2,167
Rolling Hills (Silver Spur Trail)	10,387	9,000	1,387
Dokken (Town and Country)	8,966	8,000	966
Lutheran Park	11,204	9,500	1,704
Rimrock West	53,451	50,000	3,451
Walden Grove	29,503	27,000	2,503
Rehberg Ranch	28,870	24,000	4,870
Uinta and Twin Oaks	42,861	41,000	1,861
Ironwood	122,166	117,000	5,166
Vintage Estates	7,795	7,000	795
Cottonwood	1,950	2,000	(50)
Kings Green	12,752	12,000	752
Copper Ridge	101,151	98,000	3,151
Riverfront Pointe	1,394	1,000	394
Falcon Ridge	46,625	42,000	4,625
Josephine Crossing	13,211	12,000	1,211
Terra West Entrance	4,613	3,500	1,113
Yellowstone Family Park	37,315	36,000	1,315
Annafeld Parks	22,105	20,000	2,105
Total Annual PMD Assessments	**$ 1,348,036**	**$ 1,270,200**	**$ 77,836**

Attachments

Resolution PMDs

RESOLUTION 23- _____

A RESOLUTION LEVYING AND ASSESSING ALL PROPERTY WITHIN PARK MAINTENANCE DISTRICTS AN AMOUNT EQUAL TO THE COST OF MAINTAINING THE IMPROVEMENTS IN SAID PARK MAINTENANCE DISTRICTS WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION.

WHEREAS, certain Park Maintenance Districts within the City have been created and constructed, and

WHEREAS, certain improvements within those Park Maintenance Districts require maintenance, and

WHEREAS, M.C.A. Section 7-12-4162 provides that the City may levy and assess the costs of maintenance against said districts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. MAINTENANCE OF IMPROVEMENTS. Certain improvements including trees, shrubs, grass and care thereof require maintenance with certain Park Maintenance Districts.

2. MAINTENANCE DISTRICT BOUNDARIES. The boundaries of the park maintenance districts are established by resolution and are on file in the City Clerk's office.

3. ASSESSMENT METHOD. The entire maintenance costs shall be assessed against the entire district, based on either square footage of the lot or a per lot basis of the entire district exclusive of streets, avenues, alleys and public places all as provided in M.C.A. Section 7-12-4162.

4. COST OF MAINTENANCE. The Parks Department estimates that the cost of maintenance for fiscal year 2024 for the following Park Maintenance Districts is:

PMD Name	Project Number	FY24	FY24 Assessment Rate	sq ft or per lot
Harvest	684001	198,657.00	0.046131	sq/ft
Olympic	684002	180,960.00	0.040512	sq/ft
Parkland West	684003	47,651.00	0.022584	sq/ft
Kiwanis/Durland	684004	23,236.00	0.033836	sq/ft
High Sierra	684005	79,448.00	0.010069	sq/ft
Forest Park	684006	1,948.00	0.003086	sq/ft
Woodland Estates	684007	4,653.00	0.005630	sq/ft

Terra West	684008	24,872.00	0.030025	sq/ft
Aspen Grove	684009	9,005.00	0.024312	sq/ft
Lakeview Drain	684010	2,155.00	0.008998	sq/ft
Montana Avenue	684011	64,953.00	0.117639	sq/ft
Country Manor (Village West-Circle 50)	684012	48,256.00	0.015623	sq/ft
Broadway/City Hall	684013	41,773.00	0.112813	sq/ft
Rush/Shiloh Point	684014	13,579.00	0.004779	sq/ft
Howard Heights	684015	8,618.00	0.007648	sq/ft
Mission United (West end Bike Trail)	684016	11,772.00	0.014346	sq/ft
South Gate	684017	6,014.00	0.002691	sq/ft
Frances Park	684018	24,167.00	129.93	per lot
Rolling Hills (Silver Spur Trail)	684019	10,387.00	346.23	per lot
Dokken (Town and Country)	684020	8,966.00	448.30	per lot
Lutheran Park	684022	11,204.00	157.80	per lot
Rimrock West	684023	53,451.00	220.87	per lot
Walden Grove	684024	29,503.00	0.036521	sq/ft
Rehberg Ranch	684025	28,870.00	0.011575	sq/ft
Uinta and Twin Oaks	684026	42,861.00	153.08	per lot
Ironwood	684027	122,166.00	0.018022	sq/ft
Vintage Estates	684028	7,795.00	69.60	per lot
Cottonwood	684029	1,950.00	0.001622	sq/ft
Kings Green	684030	12,752.00	255.04	per lot
Copper Ridge	684031	101,151.00	249.14	per lot
Riverfront Pointe	684032	1,394.00	13.40	per lot
Falcon Ridge	684033	46,625.00	300.81	per lot
Josephine Crossing	684036	13,211.00	0.016937	sq/ft
Terra West Entrance	684038	4,613.00	59.14	per lot
Yellowstone Family Park	684040	37,315.00	96.92	per lot
Annafeld Parks	684041	22,105.00	0.046394	sq/ft
Total Annual PMD Assessments		**$1,348,036.00**		

5. DISPOSITION OF COLLECTIONS. The monies collected from the assessment shall be paid into the respective Park Maintenance Funds.

6. NOTICE OF HEARING. On Monday, September 11th, 2023, at 5:30 o'clock p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127 MCA.

7. EFFECTIVE DATE. This Resolution shall be effective upon adoption.

The foregoing Resolution No. _____ was ADOPTED by the City Council and APPROVED on the 11th day of September, 2023.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

City Council Regular

Date:	09/11/2023
Title:	Resolution to rescind Resolution No. 04-18101 - public art policy
Presented by:	Gina Dahl
Department:	Legal
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council rescind and repeal Resolution No. 04-18101 establishing a public art policy and ad hoc committee.

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

On March 22, 2004, Council passed and approved Resolution No. 04-18101. This resolution creates an ad hoc committee to review art that is donated or loaned to the City for public display and make a recommendation to Council about appropriateness and placement. This resolution also requires a transfer of ownership for any art donated to the City.

For unknown reasons, the policy set forth in this resolution has not been used for many years and the City's current staff were unaware of it. City staff had established alternative procedures for public placement of art. For example, the Library board established a formal policy and a standing art committee in 2013 for art placed in the Library (attached). For art placed in City parks, the Parks Board considers and determines where art will be displayed. The Airport also has a formal policy to determine when art will be displayed at the Airport (attached). It may make sense to have separate, specialized policies for these departments because the art is generally donated to these specific departments. They need to have the ability to determine what fits in their space and, for the airport, in order to generate required revenue to support operations and capital requirements. Whether there is one policy for all city departments is something to be considered when developing a new policy for Council's consideration.

There were several public art projects currently in various stages of development in August 2023 when staff discovered the 2004 Resolution. Staff set out to implement the policy and convene a committee but discovered the policy to be cumbersome and impractical. City code requires all boards, committees (including ad hoc), and commissions to comply with the requirements of BMCC 2-500 (attached). This article of city code requires these committees follow the formal rules of procedure in section 2-507(8) which includes the same decorum and meeting protocol as regular City Council meetings. Additionally, all meetings must be open to the public with a public comment period, must have an agenda, minutes must be kept, etc.

The appointment process is not efficient or practical for an ad hoc committee that is only convened when necessary. Two committee members must be appointed by the Mayor, one member appointed by the Parks Board, and two members with an interest in the project are appointed, but the resolution does not specify who makes those appointments. In order for the mayor to make an appointment to a committee, Council must give its consent and therefore the appointments must be included on a regular agenda. Before that can occur, a 30-day notice to the public must be provided to solicit interest in the appointment. This process is not efficient for a committee that may need to be convened once, twice, or several times a year, depending on the number of art pieces/projects that are presented to the City. The policy also requires the committee to forward its recommendation to the City Administrator in order to be presented to Council for consideration. The committee's recommendation would then be included on a regular meeting agenda accompanied by a staff memo.

After realizing the time and processes required to implement the policy, City staff endeavored to follow the spirit of the policy as much as practical under the time and logistical constraints. Staff consulted with the Mayor and Administration to assemble and convene an ad hoc public art committee and has forwarded its recommendation to Council for consideration at this September 11 meeting. While staff is asking the Council to repeal the policy prior to considering the committee's recommendation, staff followed the intent of the 2004 Resolution as much as possible and believes the objective of the policy was accomplished.

One of the goals of the Mobilize the MAGIC City project is to conduct a feasibility study for a public art committee that would develop a clear and straightforward process for review of art to be displayed on City property. The new public art committee and process work is expected to be complete in early 2024 and will be shared with Council. It is

expected that this study will result in a functional policy the City can implement to replace the current policy that has not been used for many years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

SUMMARY

Staff requests Council repeal Resolution No. 04-18101 to allow staff to present a new policy regarding the public display of art on city property for Council consideration. This would also allow the current art pieces/projects to be considered by Council without a delay.

Attachments

Resolution 04-18101
Library policy
Airport policy
BMCC Article 2-500 - Boards, Commissions, and Committees
BMCC 2-224 - Ad hoc council advisory committees
proposed resolution

RESOLUTION NO. **04-18101**

A RESOLUTION OF THE CITY OF BILLINGS ESTABLISHING A PUBLIC ART POLICY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Billings is supportive of Public Art and the many benefits it provides to the community; and

WHEREAS, It is in the best interest of the citizens of the City of Billings that the City have a policy on the placement of public art on city property;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. All public art gifted to the City of Billings will require a transfer of ownership through an agreement approved by the City Council.

2. A five person ad hoc review committee will make recommendations to the City Council on the appropriateness and the placement of public art. The committee shall consist of the following representatives:

    a. Two members appointed by the Mayor, skilled and/or trained in the evaluation of art.
    b. One member of the Parks, Recreation and Cemetery Board as appointed by that board.
    c. Two representatives that have an interest in the project, however it shall not include a representative that is creating or donating the public art.

3. This ad hoc committee will forward their recommendation to the City Administrator or his designee for council consideration. Other approval processes may be incorporated into the review process as deemed appropriate by the City Council.

PASSED by the Billings City Council and APPROVED this 22nd day of March, 2004.

CITY OF BILLINGS

BY: Charles F. Tooley
Charles F. Tooley, MAYOR

CITY OF BILLINGS • YELLOWSTONE COUNTY, MONTANA • SEAL

ATTEST:

BY: Marita Herold
Marita Herold, CMC CITY CLERK

BILLINGS PUBLIC LIBRARY ART MANAGEMENT POLICIES AND PROCEDURES

Approved by the Billings Public Library Board, 11 April 2013

WHEREAS, the Billings Public Library owns works of art and intends to exhibit works of art on a temporary basis in its public spaces, and

WHEREAS, the Billings Public Library has established a uniform, thoughtful, and practical art policy regarding works of art in its public spaces,

NOW THEREFORE, it resolves to establish Art Management Policies to guide the use and handling of art.

This document sets forth those management policies and procedures regarding art objects received and owned by the Billings Public Library.

SECTION 1: ART COMMITTEE

1.1 Composition of the Art Committee

The Billings Public Library Art Committee is a standing committee of the Billings Public Library Board and will make recommendations to the Board in accordance with policy.

The Committee shall consist of the following representatives:

- One member of the Billings Public Library Board,
- One member of the Billings Public Library Foundation Board,
- One member of the staff of the Yellowstone Art Museum,
- At least one representative from the art departments of the colleges in Billings,
- At least one community representative unaffiliated with the Library Boards,
- and the Library Director or his/her designee.

With the exception of the Library Director or designee, who is a permanent member of the Committee, Committee members will serve a three-year term with the potential for a second three-year term. No Committee member will serve more than two consecutive terms without a period off the committee of at least one year. The Committee will meet on an as-needed basis but no less frequently than once annually.

The Billings Public Library Art Committee does not assume any legal or financial function and does not supersede any City of Billings approval processes, including those of the City's own Art Commission.

1.2 Mission and duties of the Art Committee

The mission of the Art Committee is to create and facilitate a process through which potential additions or deletions from the Billings Public Library art collection and art exhibition program may be made. The Committee will establish and revise art policy statements, establish and revise management procedures for fine art, and participate substantively in public art commission processes in which the City of Billings may engage that affect the Library's property.

The Committee will review and recommend, by simple majority vote, non-binding action(s) to the Billings Public Library Board on offers to donate, lend, or dispose of art. The Committee is to provide consistent oversight and policy guidance for art-related issues, resolving issues relating to art collection management; review temporary art exhibition programming proposals; and resolve aesthetic disputes that may arise in connection with the Library's art collections or art programs. The Committee will seek to ensure that the aesthetic of the Billings Public Library building completed in 2014 is not compromised.

SECTION 2: ART ACQUISITION

2.1 Non-Collecting Institution

The Billings Public Library is periodically offered gifts of art or opportunities to buy art that a donor or seller believes is appropriate to the library. Two circumstances influence the Library's ability to respond to these offers: 1) the Library does not budget to acquire art, nor does the Library Foundation typically fundraise for the purpose of buying art; this circumstance is expected to continue into the foreseeable future and 2) the Library building opening in 2014 is not designed to maintain the security and environmental controls that high value and/or historic works require if they are to be responsibly maintained. For these reasons, and to maintain focus on the Library's core mission, the Billings Public Library will not actively collect art.

Should this policy be altered in the future, requiring procedures for art acquisition, the Art Committee should make reference to the Art Management Policies for the City of Billings, Art Acquisition section.

2.2 Objects Donated for Sale

Objects may be donated or bequeathed to the Library specifically for resale to benefit a Library project or other purpose. Decisions regarding disposition and sale of such objects will be made by the Art Committee in consultation with the donor or donor's executors and appropriate Library staff. The Library must secure the donor's or executor's written description of intent and authorization to sell.

SECTION 3: DISPOSAL OF ART

3.1 Reasons for Disposal

Objects in the Billings Public Library Art Collection shall be retained if 1) they continue to be relevant to the Library's art-related goals, 2) if the circumstances of acquisition require the Library to hold the work in perpetuity, and 3) if resources for responsible stewardship remain in

place. If one or more of these circumstances ceases to be in force, the Library may dispose of objects from the Art Collection. The following circumstances are examples of what may prompt disposal:

- An object was acquired inappropriately or on the basis of false information (for example, replicas or forgeries).
- An object has been discovered to be, or becomes, potentially hazardous.
- The condition of an object is too poor to justify display.
- The Art Committee has made a well-supported determination that a work is aesthetically inferior or otherwise does not support the mission to contribute to a collection of enduring cultural and aesthetic value.

3.2 Disposal Procedures

- In the case of objects whose value is estimated to be in excess of $10,000, an appraisal will be obtained. For high value objects, a second appraisal may be warranted.

- The City of Billings shall ascertain, with the advice of counsel when necessary, that there are no legally binding or precatory restrictions against disposal. Before disposal, any City of Billings or Billings Public Library identification shall be removed from the object.

- A recommendation to dispose of an art object shall come before the Art Committee in writing. The written recommendation must include, where known, the artist, title, date, medium, dimensions, maintenance requirements, source, copyright status, condition, provenance, value, and justification for deletion from the Library's art collection.

- No gifts shall be disposed of contrary to any conditions or limits imposed by the Internal Revenue Service.

- Disposal of artistic, historic, or cultural objects by advertised public auction, sale, or trade on the public market, when permissible, shall be undertaken according to professionally accepted standards. Information regarding ownership of objects put up for sale shall be made available to the public, bearing the notice, "Sold by the order of the City of Billings, [date]."

- In the case of a work of art by a living artist, special consideration may be given to exchange with the artist. Living artists may hold moral rights under the federal Visual Artists' Rights Act that may limit the choice of disposal methods.

- Prior to disposal, objects of questionable or potentially problematic authenticity (replicas, reproductions, forgeries) must be clearly and permanently marked as such to prevent future misrepresentation. The Art Committee may recommend destruction of such objects; such recommendations must be part of the original recommendation to delete the object from the Library's art collection.

- Under no circumstances are Library staff who are involved in decisions to remove objects from the art collection permitted personally to purchase or acquire any objects removed from the art collection.

- Occasionally, it is necessary to destroy objects, especially when deterioration is too advanced for conservation to be practical. Once destruction is approved in accordance with the above procedure, objects must be destroyed under staff supervision. The process must be documented. Objects that may be classified as hazardous waste, or have elements that may be classified as hazardous waste (for example, electronic or photographic equipment), must be disposed of in compliance with all applicable laws. Appropriate records shall be kept in accordance with accepted registration standards.

SECTION 4: CONSERVATION AND CARE

4.1 Guidelines

- The Billings Public Library will make every effort, consistent with its resources, to protect objects in the art collection from fire, theft, vandalism, natural disaster, pest infestation, light, temperature extremes, relative humidity extremes, dirt, and other threats.

- It is the responsibility of the Library's Assistant Director or successor to make an annual inventory and review the physical condition of all objects in the art collection, working in consultation with appropriate experts as necessary. Works that appear to require the attention of a conservator must be brought to the attention of the Art Committee in writing. Conservation treatments are costly. If the value and importance of the object warrant, incurring the expense for conservation may be a necessary Library expense.

- In the event that an object is discovered to be missing, either through inventory check or other means, an incident report should be completed. If theft is suspected, Library staff must notify appropriate law enforcement authorities. Details of such discoveries must be included in the record for that object.

SECTION 5: EXHIBITION AND LOAN OF ART

5.1 Incoming Loans

The Billings Public Library will solicit or host loans of art to the Library within the scope of its temporary exhibition program. All proposed incoming loans or exhibitions shall be reviewed and approved by the Art Committee. The particulars of any object borrowed by the Billings Public Library must be documented in a loan agreement signed by the authorized representatives of the lender and the Library. All parties must sign loan agreements and contracts prior to arrival on site of any borrowed objects. The term of all loans must be specified in full in all loan forms, contracts, or cover letters, including renewal dates and options when applicable.

5.2 Ethical Concerns Relating to Incoming Loans

- Under no circumstances will the Billings Public Library borrow and/or exhibit material that would be considered illegal or unethical to include in its own art collection.

- The Library will not borrow or exhibit objects with suspect provenances or doubtful evidence of ownership.

- In rare instances, an incoming loan may not be able to be returned to its owner upon conclusion of the loan period. Because of the complexity of issues surrounding the rights of the Library, resolution of any problems caused by unclaimed loans shall be referred to City of Billings legal counsel. See also Montana Code Annotated §§ 22-3-501 to 22-3-523 for unclaimed loan legislation.

5.3 Outgoing Loans

The Billings Public Library welcomes requests from educational institutions wishing to borrow objects from the art collection. Loans will be made when all of the following conditions are met:

- Recommendations on all loans must originate with a written request from the borrower to the Art Committee. Loan requests must include the purpose and duration of the loan and state the borrower's agreement to cover all direct costs and comply with the City of Billings loan regulations. An exception would apply if the outgoing loan originates at the request of the Billings Public Library. The Art Committee must approve or deny the request in writing.

- No object shall be approved for loan unless it is judged to be in satisfactory condition for travel and it is fully documented, including photo-documentation.

- The Billings Public Library must determine the current market value of any outgoing object(s) for insurance purposes. Outgoing loans must be insured for their full value by the borrower. The borrower must further provide a certificate of insurance naming the City of Billings as additional insured prior to the departure of the object from City property. An exception would apply if the outgoing loan originates at the request of the Billings Public Library.

- No loans of unspecified duration shall be approved. Requests for renewal must follow the same procedures as approval of the original request; renewal does not follow automatically upon approval of the original request.

- All borrowers must comply with the Library's regulations regarding adequate and professional travel conditions, handling, documentation, photography, and similar matters. The borrower must sign a loan agreement, and no object shall be released until the Library is in receipt of the signed loan agreement.

SECTION 6: DOCUMENTATION

6.1 General

Basic documentation on each object in the art collection will be maintained including, but not limited to, the following:

- records relating to the object's identification and legal status, including its provenance (history of ownership);
- records of the various locations where the object has been displayed, its current condition and level of care, and any required conservation;
- records relating to publication of the object;

- records relating to the object's value and insurance coverage.

6.2 Copyright and Rights & Reproductions

The Billings Public Library complies with all national and international law protecting copyright. Copyright is complex and all uses contemplated by the Library may *not* be permitted under the fair use exclusion. Use of images of works in the art collection must be examined in advance with care to avoid copyright infringement. Library staff will exercise care in the use of details or other cropped images; such use may not in all cases be permitted in license agreements.

Applicants seeking permission to publish images of works in the art collection must fill out appropriate request forms, supplied by the Library's Assistant Director or successor, and cover all necessary photographic fees. The responsibility for securing necessary permissions rests with the applicant.

6.3 Online Image Usage

Art collection images posted on the Library's website will be limited to three categories: 1) works for which the Library owns copyright, 2) works for which the Library holds an explicit license for online usage, or 3) works that are in the public domain.

SECTION 7: SUPPORTING REFERENCES AND RELATED LEGISLATION

American Association of Museums' *Guidelines Concerning Unlawful Appropriation of Objects During the Nazi Era,* 1999, amended 2001
Antiquities Act, 1906 (NB: Other subsequent federal legislation to protect cultural, archaeological, and historic property may apply.)
Convention on Biological Diversity, 1992
Endangered Species Act, 1973 (NB: Other federal legislation to protect wildlife may affect museums that hold and use certain types of objects, including CITES [Convention on International Trade in Endangered Species of Wild Flora and Fauna], the Lacey Act, the Migratory Bird Treaty Act, and others.)
Native American Graves Protection and Repatriation Act (NAGPRA), 1990
UNESCO's Treaty on Cultural Property, 1970, and other UNESCO international conventions and publications regarding cultural property
Visual Artists Rights Act (VARA), 1990

Adopted this 11th day of April, 2013.

_____

_____

ART AND EXHIBITIONS AGREEMENT FORM

EXHIBITION NAME: _____

I. ARTIST OBLIGATIONS

1. The artist is responsible for ensuring that all art is suitably framed with hanging apparatus (screw eyes and wire), or mounted and stabilized for pedestal display. All frames, armatures, and mounting arrangements must be securely constructed. The use of gallery clips to frame artwork is not permitted.

2. Work heavier than 20 lbs. (9 kg.), or that projects more than 3" (7.6 cm) from the wall may not be acceptable. Work that is fragile in nature or whose framing or display arrangement is of questionable durability may also be rejected.

3. Work accepted for display is expected to remain at the library for the duration of the exhibition.

4. The artist is responsible for delivering works to the library. Artwork cannot be received, nor returned, by parcel carrier. Delivery must take place on the set date and time, unless otherwise arranged with the library. Artwork should be delivered well-protected with bubble wrap, cardboard, or other appropriate material.

5. While not required, it is strongly encouraged that solo exhibitors contribute to library programming in conjunction with their exhibition. This may take the form of a lecture, discussion, demonstration, or workshop. Other means of contributing are welcome, but are subject to the approval of the library.

II. INSTALLATION/DEINSTALLATION

1. Exhibition Areas

- **A.** Royal Johnson Community Room
- **B.** Montana Room display cases
- **C.** First Five Years wall
- **D.** Children's Story Tower interior/exterior

2. No labels, signs, artwork or other material may be attached to any walls without both the item and the means of adhesion being approved first by the library. Artists that mar or damage library walls may not be invited to exhibit in the future and could be liable for damages.

3. Any necessary maintenance of artwork that is exhibited in the library will be the responsibility of the artist.

4. The library will install the artwork, unless other arrangements are made with the artist.

A. Children's Department displays will be installed and uninstalled by the artist under direction of library staff. Staff will

determine appropriate means for hanging lightweight, unframed artwork to wooden walls.

III. SALES

1. The library does not charge a commission and will not be involved in the sale of any artwork beyond providing interested buyers with the artist's provided contact information. Artists must deal directly with buyers.

2. Sold works must remain on exhibit throughout the designated period. Artists must notify the library within 48 hours of a sale so that the artwork may be marked as "sold."

IV. PUBLICITY

1. Permission to photograph and reproduce any work accepted in the exhibition for publicity purposes is granted to the library unless otherwise stated in writing. Publicity is handled at the library's discretion.

2. Art shows at the library are public and exhibiting artists understand that photographing or filming of the exhibit by visitors may occur.

3. Artists are encouraged to promote the exhibit through invitations and announcements.

4. Title and copyright of exhibited materials will remain with the artist.

V. LIABILITY

1. The library will make every attempt to preserve, secure, and protect each piece of art; but neither the library nor City of Billings can be held responsible for damage, loss, or theft of the art, nor changes/cancellation of this exhibit due to unforeseen circumstances.

2. The artist agrees to notify the library in detailed writing of any purported damage to the work. The library agrees to notify the artist in detailed writing of any purported damage to the work.

VI. REPRESENTATION

1. If the artist has a prior relationship with a commercial gallery, retailer, or agent it is the artist's responsibility to inform that commercial gallery, retailer, or agent of their intention to exhibit at the Billings Public Library and ensure there is no conflict with respect to this agreement.

2. In no event shall the Billings Public Library be obligated to pay any third party fees, expenses, or commissions to any third parties unless agreed to in writing in advance.

VII. INDEMNIFICATION

The artist shall indemnify and hold the Billings Public Library and its successors, licensees, and assigns harmless against all liability or loss (including reasonable attorneys' fees) which they or any of them may suffer by reason of the breach of any of the terms, representations, and/or warranties of this Agreement.

VIII. REPRESENTATIONS and WARRANTIES

1. The artist represents and warrants to the Billings Public Library that the work included in the exhibition, and any additional advertising or

promotional material prepared by the artist, do not violate the rights of privacy and/or constitute a libel or slander against any person or legal entity, and that the work will not infringe upon the copyright, confidentiality, or any other rights of any person or legal entity or any third party.

2. This agreement shall be governed by and construed in accordance with the laws of the State of Montana. The parties agree and consent that the jurisdiction and venue of all matters relating to this agreement will be vested exclusively in the federal, state, and local courts within the State of Montana. This agreement contains the entire understanding of the parties relating to its subject matter. No change or modification of this agreement will be binding upon either party unless made by a written instrument. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive such provision for the future. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. Should any provision of this agreement be determined to be void, it shall not affect the validity of any other provision of this agreement.

Exhibition Name:_____

Schedule

Art drop-off date:_____

Exhibition date(s):_____

Art pickup date:_____

Artist contact information

Name:_____

Address:_____

Phone:_____

Email:_____

Inventory Checklist

#	Title	Medium	Size	Price
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

(Use additional sheets as necessary to list more works. A photographic inventory can also be performed upon request.)
By signing below, parties have read, understand, and agree to the provisions in the Agreement.

Work received by library:

_____	_____
Library Staff	Artist
Date:	*Date:*

Work returned to artist:

_____	_____
Library Staff	Artist
Date:	*Date:*

Billings PUBLIC LIBRARY

DEED OF GIFT

RECEIVED FROM:

Name:

Address:

Phone:

Email:

The donation described by the **Billings Public Library Archives** is an unrestricted gift (unless specifically stated herein) and subject to conditions outlined by the Library Archives Collection Policy following this deed of gift.

DESCRIPTION OF GIFT MATERIAL AS FOLLOWS:

Creator of materials:

Date Range:

Size (in linear feet):

Collection consists of: _____

_____

_____

Use last page for additional space.

Are there materials you would like returned if we do not choose to keep them? ☐ **Yes** ☐ **No**

If yes, please list items: _____

_____

_____

If we choose not to accept some of the materials, may we offer them to other institutions? ☐ **Yes** ☐ **No**

RESTRICTIONS:

_____

_____

_____

By signing below, I verify that I have read and understand the Collection Policy of the Billings Public Library Archives.

_____

Donor's signature Date

Accepted by Billings Public Library Archives: _____

Archivist's signature Date:

For office use only

Accession number:

Collection Name:

Collection number:

BILLINGS PUBLIIC LIBRARY ARCHIVE COLLECTION POLICY

Mission

Embrace, empower, and enrich our community through local history preservation and education.

Vision

To provide free access to archive and library materials, stimulate historical thinking, and enhance knowledge of our community's past.

General Scope of Collections

Billings Public Library's Archives (BPL Archives) collects and preserves physical primary and secondary resources related to Billings and Yellowstone County history, including, but not limited to: photographs, prints, albums and scrapbooks, maps, manuscripts, journals, correspondence, pamphlets, brochures, and advertising ephemera.

The Montana Room Library (MT Room Library) consists of published materials related to Montana history, including the library's rare book collection and Billings Gazette microfilm collection.

Access to Montana Room Library Materials

MT Room Library materials are all non-circulating. Excluding the rare book collection, these materials are available to the public during normal business hours.

Rare and/or deteriorating materials are stored in a secure environment and are available through appointment only. For the sake of preservation, access to these materials is at the discretion of the MT Room Librarian and/or Library Administration.

Access to Archive Materials

BPL Archives materials are available for examination via appointment only. All appointments are based on staff availability and subject to staff cancellation. Notebooks, laptops, tablets and other recording materials are permitted in reading area, but all backpacks, bags, purses, and other carrying cases are not.

Donations

Archive collections require time and labor to properly accession and process. As such, the Library Archivist and Library Director maintain complete decision-making authority over donations accepted into the BPL Archives. Selection criteria considers, but is not limited to: how the material relates to or enhances an existing collection, information contained within the material, historical/geographical/cultural relevance, prevention of material duplication, preservation and storage, and security requirements.

Donations are considered outright and unrestricted, for use in the best interests of the Billings Public Library. Accepted gifts are considered extremely important or the best available at the time acquired. No institution or individual, however, can predict the changing attitudes of future generations, nor guarantee permanency beyond the best available preservation procedures.

Upon evaluation, some material may be declared expendable. Additionally, material existing in collections may become expendable by acquisition of better examples. Expendable material include surplus, duplicate, non-relevant, or those with a deteriorated condition or limited use value. Such material will be used in the best interest of the BPL Archives, including but not limited to sale and exchange programs to acquire other needed material, loans to schools and other institutions, and disposal if the condition or value so warrants.

Certain items within the donation may be immediately determined as not adaptable to the BPL Archives' collections. Reasons for such determinations include duplication, lack of space and facilities, or failure to fit BPL Archives' areas of acquisition. Any items so deemed – if any – are listed on a separate sheet attached to Deed of Gift form. The donor is asked to advise the BPL Archives concerning disposition of such items.

Donors are responsible for arranging and paying for any appraisals of donations if one is required for tax deductions. Appraisals must be conducted prior to transfer of ownership. The BPL Archives cannot provide appraisals of donated materials.

A signed Deed of Gift form legally transferring ownership from the donor to the BPL Archive must accompany all donations. The BPL Archives will consider all materials dropped off at library without a signed Deed of Gift as abandoned and may dispose of them.

Accessioning, Deaccessioning/Weeding Archive Materials

Accessioning

The BPL Archives will create an accession record for all donated and purchased acquisitions. Accessioning is the process of taking legal and physical custody over a record group or other materials, and the accession record is the formal documentation of this process.

Deaccessioning

The BPL Archives reserves the right to periodically reappraise collections and deaccession/weed materials in a manner consistent with archival ethics and standards. Deaccessioning is a legal undertaking and all such actions will be cautious, deliberate, and scrupulous. Materials marked for deaccession will first be offered back to the original donor or his/her agent if so requested on Deed of Gift form. If the donor does not wish to reclaim the material or is unreachable, the BPL Archives may dispose of them.

The Library Director will approve all materials marked for deaccession and disposal. Complete records shall be maintained on all deaccessioned items and their subsequent disposition.

The BPL Archives may deaccession materials if it finds any of the following conditions to be true:

- Materials deemed no longer relevant to BPL Archives mission and purpose.
- Materials have deteriorated beyond their research or educational usefulness.
- The item is a duplicate of objects or records already in collection.
- Materials contain hazardous materials, or are actively decomposing in a manner that directly affects the condition of other items and/or the health and safety of the staff and/or visitors.
- The BPL Archives is no longer able to provide adequate care and storage for materials within the bounds of professional archival standards.
- Legal and ethical standards require removal of materials.

The BPL Archives is under no obligation to archive or maintain any materials to which there exists no Deed of Gift or accession record.

Cooperative Agreements

The BPL Archives may enter into loan arrangements with other organizations in order to preserve historical materials and/or make them more widely available.

Publication of Archive Materials

Use of images issued by the BPL Archives requires written permission from a duly authorized representative. Library images may not be sold or redistributed, copied or distributed as a photograph, electronic file, or any other media and should not be significantly altered through conventional or electronic means. The user is responsible for all issues of copyright.

If permission for publication is granted, citation/credit should read: "Courtesy of the Billings Public Library, Billings, MT."

Copyrighted material will be copied in accordance with copyright law (Title 17, U.S. Code) and the CONTU Guidelines. Written permission from copyright owner or payment of a royalty fee may be required. The copyright law governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or other reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses, a photocopy or reproduction for a purpose in excess of "fair use," that user may be liable for copyright infringement. All responsibility for use of the reproductions is assumed by the applicant. This institution reserves the right to refuse to accept a copying order, if in its judgment, fulfillment of the order would involve violation of copyright law.

Unless otherwise specified herein, it is the recipient's obligation to determine and satisfy copyright or other use restrictions (such as donor restrictions, privacy rights, publicity rights, licensing and trademarks) when using, publishing, or otherwise distributing materials received from the Library. Materials provided may not be reproduced in any format for profit or other presentation without the permission of Billings Public Library. If publication is allowed, a citation/credit line should read, "Courtesy of Billings Public Library, Billings, MT."

Enter additional information below:

CITY OF BILLINGS
LOGAN INTERNATIONAL AIRPORT

TEMPORARY EXHIBIT AND DISPLAY GUIDELINES

INTRODUCTION

To enhance the public spaces at the City of Billings Logan International Airport, the Airport encourages temporary exhibits and displays within the Terminal Building areas. The temporary exhibits and displays shall be for the primary purpose of enhancing aesthetics, enjoyment, and interest in selected public spaces and are not intended to be for sale while on display. The following guidelines outline the procedures that will be used to evaluate exhibit and display requests, and to manage the exhibits and displays once they are in place. For the purpose of these guidelines, exhibit and displays will include, but are not limited to, the original concepts of artists, sculptors, and other craftspeople, executed in any visual art/craft medium, sculpture, carved, cast, assembled or constructed, paintings, prints, photographs, drawings, murals, wall hangings, ceramics, or combinations of media.

Due to the Airport's operational, security, and public safety requirements, Airport staff members will be responsible for the placement, mounting, hanging, or affixing of all exhibit or display materials in or on the approved Terminal Building areas once an exhibit or display has been approved for showing. The Airport will also periodically clean and insure the display materials (for damage and loss) while in the Airport's possession in accordance with the Temporary Exhibit and Display Agreement as set forth in Attachment 1. At the conclusion of the established exhibit or display period, the Airport will remove all exhibit or display materials (including any signage) and release them to the exhibitor as specified in the Temporary Exhibit and Display Agreement. The following Terminal Building area locations are normally available for displays and exhibits:

- Select wall locations on the secured concourse areas.
- Select wall locations in the baggage claim area, and the walkway between the ticket lobby and baggage claim area.
- High ceiling areas in the baggage claim area, and walkway between the ticket lobby and baggage claim area.
- Floor space in the baggage claim area, walkway between the ticket lobby and baggage claim area, and within the concourse areas. A case-by-case determination will be made on all floor space exhibits or displays, due to Terminal Building area space constraints.

SELECTION CRITERIA (TEMPORARY EXHIBITS AND DISPLAYS)

An individual, or group who desires to offer a temporary exhibit or display in or on City of Billings Airport facilities will be required to submit a written detailed description of the exhibit or display for evaluation by the Airport. The Airport encourages the inclusion of pictures and sketches to help illustrate the proposal and to facilitate the review. At a minimum, the proposer must address the following items when submitting their request:

1. Proposed location desired for the exhibit or display.

2. Theme of the exhibit or display, its relevance and linkage to the Billings community and the Airport, and the proposer's view of how the exhibit or display will resonate with the public. The Airport desires that exhibits and displays reflect and respect local values and character, be informative for the traveling public, and provide a source of community pride for area residents. The exhibit or display must be aesthetically and functionally compatible with the Airport environment, and use appropriate subject matter for display in a family oriented public building frequented by persons of all ages. Exhibits or displays that offer a diversity of style, scale, media, ethnicity, subjects, and gender are encouraged.

3. Information about the proposer and their experience in delivering projects with similar scopes. The Airport prefers exhibits from local and regional exhibitors. The proposer should also specify if they have previously presented displays or exhibits at the Airport. Dates, descriptions, and duration of the previous projects should be specified.

4. The construction methods and materials used in the exhibit or display, and any impact it may have on the public safety, security, or fire exposure for the Airport, to include how the proposer envisions the exhibit and display materials will be mounted, affixed, or secured to the Airport facilities. Very large exhibits that are difficult to display may not be considered. A list of the total number of display pieces, including a description of each piece along with the size dimensions and weight of each piece should also be included. Due to the size, proposed location, and the type of materials used to construct the exhibit, the City of Billings Fire Code may require the exhibit piece(s) to be treated with a fire retardant before it/they can be displayed in the public spaces of the Terminal Building. It is the responsibility of the proposer to determine if this type of fire protection is needed and to properly prepare the exhibit piece(s) should it/they be approved for display in the Terminal Building.

5. The total estimated value of the exhibit or display materials and all associated signage.

6. The proposer must address how the exhibit or display will fare against environmental elements, and detail any special maintenance and cleaning requirements that will be required during the term of the exhibit or display in order to permit the Airport to accurately estimate the operational and financial impact of the proposed maintenance and cleaning requirements. Exhibits that contain materials which are inherently dangerous or unstable, are made out of materials which may decay, emit odors, or are extremely fragile will not be considered.

7. The requested length of the exhibit or display.

8. The proposer shall identify any sponsors and specify any planned promotional events during the exhibit or display period. This should include, but is not limited to, a grand opening event, tours, or any other event or gathering during the term of the exhibit or display. The proposer shall include proposed dates and times, estimated number of guests attending, the planned format of each event, and any requested involvement/participation by the Airport and Airport staff. If all or a portion of the exhibit or display materials are mounted in secured areas of the Airport, promotional events will not be approved due to aviation security requirements.

9. Describe in sufficient detail any requested signs, placards and/or advertising (i.e., for the exhibit or exhibit sponsors) that would be included with the proposed display or exhibit. Please include:

   - The number and proposed locations of these announcements.
   - The physical size of the announcements. All promotional and informational signage should be uniform in size and appearance.
   - How the proposer desires to display the announcements to include the material(s) that would be used.
   - The requested text, graphics, and logos that will be included on the announcements.

EVALUATION AND SELECTION PROCESS

The Director of Aviation and Transit (Director) or his designee will be responsible for evaluating all exhibit and display requests. The Director's determination will be based on consideration of the following:

- The proposer's compliance with the selection criteria.
- The proposer's experience in displaying similar exhibits.
- If the proposer has previously offered displays or exhibits within the Terminal area.
- If a similar exhibit has been recently displayed at the Airport.
- The availability of space within the Terminal Building to accommodate the request.
- The quality of the exhibit materials and how it may impact the Airport's ability to assemble, mount, hang, affix, maintain, clean, and insure the exhibit.
- The proposer's willingness to enter into a Temporary Exhibit and Display Agreement.

At the completion of the Director's review, the proposer will be provided with a written determination of the Director's decision. The Director reserves the right to request changes to the exhibit or display request, or to seek clarification from the proposer prior to making a determination. The Director's decision will be final, and at his/her sole discretion, the Director may refuse any display or exhibit request, or any promotional or signage material associated with the exhibit or display.

EXHIBIT AND DISPLAY AGREEMENT

If the proposer is selected by the Director to offer a display or exhibit within the Terminal Building area, the proposer will be required to enter into a Temporary Exhibit and Display Agreement with the Airport. A draft of this Agreement is contained in Attachment 1 and should be carefully reviewed by the proposer before submitting a request. If the proposer desires to offer changes or modifications to this Agreement, the proposer is required to identify their requested changes when submitting their exhibit or display proposal. Changes to the Agreement that are requested after the exhibit or display has been approved for showing will not be considered.

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT

TEMPORARY EXHIBIT AND DISPLAY

AGREEMENT

This Agreement, made and entered into on _____, by and between the following:

The City of Billings Logan International Airport (Airport)

and

_____ (Exhibitor)

The Airport and the Exhibitor desire to enter into this Agreement for the purpose of allowing temporary loan of Exhibit materials by Exhibitor to the Airport for the display (description/title) _____
_____.
The approved Airport Terminal Building location(s) for this Exhibit is/are as follows:
_____
_____.
This Agreement is not intended to transfer ownership from Exhibitor to Airport of any Exhibit materials while on loan for display at the Airport Terminal Building.

Term. The term of this Agreement shall be for a period of _____ month(s), commencing on the ____ day of _____ 20____ and terminating on the ____ day of _____ 20____. This Agreement may be terminated by either party upon thirty (30) days written notice of one party to the other party.

Holdover. This Agreement shall terminate at the end of the full term as stated above without any notice by either party. A holding over by the Exhibitor beyond the expiration of the term shall not be permitted without the prior written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

TERMS AND CONDITIONS

1. Exhibitor hereby agrees to loan to the Airport for display purposes only, those pieces of Exhibit materials and all promotional and informational signage identified on the Inventory Sheet(s) attached in Exhibit A and hereby made a part of this Agreement. A description

and value shall be recorded in the space provided for each piece of Exhibit material and all promotional and informational signage.

Upon delivery of Exhibit materials to the Airport, the Exhibitor and a representative of the Airport, on a joint basis, will inventory, check in, and verify receipt of all Exhibit materials, promotional and informational signage. All Inventory Sheets shall be signed and dated by both the Exhibitor and a representative of the Airport upon completion of the Exhibit materials check in. A copy of the completed and signed Inventory Sheets will be kept by each party for the duration of the display period.

At the time of delivery to the Airport, all Exhibit materials, promotional and informational signage shall be display ready and include the appropriate materials/supplies for mounting or display within the approved exhibit or display area(s) of the Airport. This shall include any protective covers, the appropriate framing, and hanging or mounting hardware. The Airport reserves the right to adjust and or require that specific mounting or installation materials be provided. The Airport has the final authority on all installation and dismantling determinations.

2. The Exhibitor will be permitted to promote the Exhibit with an opening reception; however, prior written approval of the Airport is required. Requests for an on-site event shall include proposed date(s), time(s), estimated number of guests, and the planned format of the event. Public events should not be requested if the Exhibit materials are displayed within the secured areas of the Airport due to Transportation Security Administration (TSA) aviation security requirements. Requests for such will not be approved.

   Any promotional and informational signage for the Exhibit must be uniform and may contain the Exhibitor's contact information, but may not be used to display pricing information for the Exhibit materials. Sales of Exhibit materials will not be handled or facilitated in any way by Airport staff members. Exhibit materials sold must remain on display during the term of this Agreement unless written approval and release is received from the Airport. Any Exhibit materials sold and approved for removal from display will be released only to the Exhibitor.

3. The Exhibitor hereby warrants that he/she possesses unencumbered title and ownership to the Exhibit materials, free and clear of any liens that the description of the same is true and accurate, and sign a release for the Exhibit materials. If the Exhibitor is serving as an agent to display Exhibit materials that are not owned by the Exhibitor, the Exhibitor must provide written releases from the owner of each Exhibit piece not owned by the Exhibitor. The written releases must warrant that the owner of the Exhibit material has agreed to loan the Exhibit material to the Airport for display purposes only. Copies of all written releases must be included with the Exhibit A Inventory Sheets at the time the Exhibit materials are delivered to the Airport for display and kept by each party for the

duration of the display period. Exhibit materials will not be displayed unless written releases are provided at the time the Exhibit materials are delivered to the Airport, inventoried, and checked in.

4. The Exhibitor hereby grants to the Airport the right to use images from the Exhibit materials for publicity purposes as the Airport desires, to include, but not limited to, publicity announcements, within internal and external Airport and City of Billings documents, on the City of Billings and Airport Websites, and other media at the discretion of the Airport. Any images used will identify the Exhibit material owner in a photo credit.

5. The Airport reserves the right to refuse any piece of Exhibit material, promotional or informational signage, for any reason including, but not limited to, damaged or incomplete Exhibit materials, faulty workmanship, misrepresentation of perjured Exhibit materials, lack of available display space in the Terminal Building, or lack of adherence to Exhibit theme or subject matter requirements.

6. At the end of the term of this Agreement, the Exhibitor shall have five (5) business days in order to pick up their Exhibit materials from the Airport. Hours for pick up are between the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday; pick up can be arranged by phoning 406-657-8495. The Airport accepts no responsibility for Exhibit materials not picked up within the designated timeframe. Any Exhibit material that is not picked up by the deadline shall be treated as abandoned property and subject to disposal by the Airport without any further notice to the Exhibitor.

7. The Airport will be responsible for the placement, mounting, hanging, affixing, periodic cleaning, and maintenance of the Exhibit materials. The Airport reserves the right to make adjustments, at its discretion, to the approved display locations as the Exhibit is being assembled, installed, or displayed during the term of the Exhibit period if operational needs of the Airport shall warrant such.

   Should Exhibit materials be damaged or need to be repaired during the Exhibit display period, the Airport reserves the right to perform maintenance or make minor and/or emergency repairs without consulting the Exhibitor. The Exhibitor shall provide the Airport with any special maintenance and repair instructions at the time the Exhibit materials are delivered to the Airport, inventoried, and checked in.

FEES

The Airport will not charge Exhibitor a fee to display the approved Exhibit materials.

ASSIGNMENT/TRANSFER

The Exhibitor shall not have the right to assign or transfer its interest in this Agreement to any other person or entity for any reason whatsoever.

INSURANCE AND INDEMNIFICATION

1. Indemnification. Exhibitor and Exhibitor's officers, directors, agents, representatives, and employees shall stand indemnified by the Airport as herein provided. It is expressly understood and agreed that Exhibitor is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Airport shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the placement, mounting, hanging, affixing, or maintenance of any approved exhibits or displays thereon, and in the exercise or enjoyment of the privileges herein granted, the Airport shall indemnify, save harmless, and defend the Exhibitor and Exhibitor's officers, directors, agents, representatives, and employees from any and all losses that may result to the Exhibitor and Exhibitor's officers, directors, agents, representatives, and employees because of any negligence, act or omission on the part of the Airport or Airport's agents, representatives, and employees and shall indemnify Exhibitor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

   Exhibitor expressly agrees that the Airport shall not be liable to Exhibitor, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of the Airport, its officers, agents, or employees.

2. Insurance. The Airport shall provide and keep in force for the term of this Agreement a commercial general liability policy, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $750,000 per claim, and $1,500,000 per occurrence.

   Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana. The continuous maintenance by the Airport of all types of required insurance under this Agreement is mandatory. Failure of the Airport to maintain such insurance is a material breach of this Agreement and does not amend this Agreement, nor release the Airport from any other obligations in this Agreement.

PROPERTY INSURANCE COVERAGE

The City of Billings will provide Fine Arts coverage for displayed art or other displays as outlined by the Exhibitor in Exhibit A, up to the value of $10,000. Art and other displays exceeding $10,000 in value that require coverage above the $10,000 threshold shall be the responsibility of the Exhibitor providing the displayed items. The insurance provided by the Fine Arts policy will be on a "special causes of loss form" provided by Affiliated FM Insurance Company. The following is a brief summary of the coverage provided and the coverage is subject to the terms and conditions of the policy provided to the City of Billings by Affiliated FM Insurance.

1. Fine Arts coverage means paintings, etchings, pictures, rare or art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, securities.

2. Breakage of any Fine Arts is not covered unless breakage is covered by the following named perils to loss: fire, lightning, wind, hail, explosion, smoke, aircraft, vehicles, strike, riot, civil commotion, vandalism, theft, sprinkler leakage, and collapse of buildings.

3. No coverage is provided for loss or damage to any Fine Art as a result of restoring, repairing or retouching processes, changes in temperature dampness, dryness, color, texture, or finishes.

The Exhibitor should consult their personal insurance representative for concerns on property or liability questions on their fine arts or other displayed items.

The undersigned acknowledge that they fully understand the terms of this Agreement and accept the terms and conditions stated above.

AIRPORT:

City of Billings Logan International Airport

Jeff Roach, A.A.E.
Aviation and Transit Director

Date: _____

EXHIBITOR:

_____

_____

Date: _____

EXHIBIT A

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
TEMPORARY EXHIBIT AND DISPLAY DESCRIPTION

The Exhibitor shall describe each individual Exhibit piece and all promotional and informational signing that will be displayed in the Terminal during the term of the Agreement. This description shall also include all framing and mounting hardware provided by the Exhibitor along with the estimated value for each piece, and the date that each piece was delivered and inventoried by the Exhibitor and a representative from the City of Billings Logan International Airport. **Use a separate inventory sheet for each individual piece.**

NAME/DESCRIPTION OF EXHIBIT: _____

EXHIBIT OWNER:

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NUMBER _____

EXHIBIT START DATE: _____ **EXHIBIT END DATE:** _____

DISPLAY LOCATION: _____

TOTAL NUMBER OF EXHIBIT PIECES TO BE DISPLAYED: _____

TOTAL NUMBER OF PROMOTIONAL AND INFORMATIONAL SIGNING PIECES TO BE DISPLAYED: _____

EXHIBIT A

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT

TEMPORARY EXHIBIT AND DISPLAY INVENTORY SHEET

ALL SPACES MUST BE FILLED IN

EXHIBIT PIECE NUMBER: _____

DESCRIPTION OF EXHIBIT OR PROMOTIONAL/INFORMATIONAL MATERIAL:

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VALUE OF PIECE: _____

INVENTORY DATE: _____

EXHIBITOR SIGNATURE: _____

AIRPORT REPRESENTATIVE SIGNATURE: _____

EXHIBIT PIECE NUMBER: _____

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EXHIBIT A

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ARTICLE 2-500. BOARDS, COMMISSIONS AND COMMITTEES[1]

DIVISION 1. GENERALLY

Sec. 2-501. Permanent advisory boards, ad hoc council advisory committees or statutory boards.

There are three (3) different types of advisory boards, committees or commissions.

(1) Permanent advisory boards are established by ordinance (this article; City Charter, Article V).

(2) Ad hoc council advisory committees (section 2-224) are created by council resolution, have a specific purpose, and have a limited duration.

(3) Statutory boards are required by state or federal law.

All boards, committees or commissions shall be governed by this article except as otherwise provided by Charter, this Code, statute or interlocal agreement.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-501.1. Qualifications for membership.

(a) Unless otherwise required by law, other city ordinance or permitted by interlocal agreement or memorandum of understanding with any other governmental or non-governmental entity or organization, all members of city advisory boards, commissions or committees must hold the following qualifications:

(1) Resident of the city for at least two (2) years;

(2) Registered voter of the city; and

(3) Eighteen (18) years of age or older.

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[1]Editor's note(s)—Ord. No. 09-5485, § 1, adopted January 12, 2009, amended article 2-500 in its entirety, in effect repealing and reenacting said article to read as herein set out. Formerly, article 2-500 pertained to similar subject matter, and derived from the Code of 1967, §§ 2.24.010, 2.24.020, 2.24.040, 2.24.060, 2.29.010, 2.29.020, 2.66.010, 2.66.040, 2.66.060, 2.76.010, 2.76.020, ; Ord. No. 83-4523, § 1, adopted June 20, 1983; Ord. No. 83-4559, §§ 1, 2, adopted November 28, 1983; Ord. No. 97-5035, §§ 2—4, adopted September 8, 1997, and Ord. No. 06-5356, § 1, adopted January 9, 2006.

Charter reference(s)—Boards, commissions or committees, Art. V.

Cross reference(s)—Open public meetings and records, § 2-601 et seq.; code of ethics, § 2-701 et seq.; historic preservation board, § 6-1121 et seq.; downtown redevelopment board, § 9-301 et seq.; city-county planning board, § 20-201 et seq.; board of architectural review, § 27-802; zoning commission and board of adjustment, § 27-1001 et seq.

(b) A city employee shall not be appointed to serve on a city advisory board, commission or committee that provides advice to the department for whom the employee works.

(Ord. No. 09-5485, § 1, 1-12-09; Ord. No. 13-5615, § 1, 9-9-13; Ord. No. 19-5726, § 1, 10-15-19)

Sec. 2-501.2. Appointment.

Members of advisory boards, commissions, and committees shall be appointed by the mayor with the consent of the city council, unless otherwise provided by federal or state law, or interlocal agreement.

(1) Notice of a vacancy shall be published thirty (30) days prior to appointment.

(2) Members of boards, commissions, or committees shall hold no elected city office unless required by federal or state law, or interlocal agreement.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-502. Compensation, expenses.

The members of advisory boards, committees, and commissions of the city shall serve without compensation, but shall be reimbursed their necessary expenses with prior authorization of the mayor and city council.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-503. Loss of membership.

If a member of any board, committee or commission of this city fails to attend three (3) consecutive scheduled meetings of such board, committee or commission without being excused from such attendance, such person shall no longer be considered a member of such board, committee or commission, and the position shall be declared vacant by the mayor, unless otherwise provided by statute or interlocal agreement.

(Ord. No. 09-5485, § 1, 1-12-09; Ord. No. 19-5726, § 2, 10-15-19)

Sec. 2-503.1. Forfeiture of office.

The position of advisory board, commission, or committee member is forfeited and becomes vacant upon the occurrence of any of the following events prior to the expiration of the term:

(1) The death of the member;

(2) The member's resignation;

(3) The member's conviction of a felony;

(4) The member's ceasing to meet the qualifications in section 2-501.1; or

(5) The decision of a competent legal tribunal declaring void the member's appointment.

(Ord. No. 09-5485, § 1, 1-12-09; Ord. No. 19-5726, § 3, 10-15-19)

Sec. 2-503.2. Removal of any or all members.

Members of advisory boards, commissions and committees serve at the discretion of the mayor and city council. Upon two-thirds (⅔) vote of the mayor and city council, any or all members of an advisory board, commission or committee may be removed.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-504. Filling unexpired term.

When possible, vacancies occurring for any reason during the member's term shall be filled within sixty (60) days in the same manner as the original appointment. The appointment shall be for the remainder of the unexpired term. If a position remains vacant beyond sixty (60) days, notice of the vacancy shall be published periodically according to the judgment of the mayor until the vacancy has been filled.

(Ord. No. 09-5485, § 1, 1-12-09; Ord. No. 19-5726, § 3, 10-15-19)

Sec. 2-505. Terms of office.

Except as otherwise provided by Charter, this Code, statute or interlocal agreement:

The terms of members of a permanent advisory board or commission will run on a calendar year basis. During the transition to the calendar year terms, any member whose term expires prior to December 31 will holdover in office at least until December 31 or until his position is filled by appointment, whichever is later. All board and commission appointees after the initial appointments shall be appointed for four (4) years. Each member shall be limited to two (2) consecutive four (4) year terms.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-506. Staff liaison.

Each permanent advisory board shall have a designated staff liaison appointed by the city administrator. The staff liaison shall be responsible for preparing the meeting agenda, advertising the meeting, taking minutes, and handling any communications between the board, the mayor or city council, or the city administrator.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-507. Meetings, rules and procedure.

All boards, commissions, and committees shall comply with this article and the following rules of procedure. A board, commission or committee shall not establish its own bylaws or any other rules without the prior written approval of the city council, unless otherwise required by law. All bylaws or rules of procedure existing on the effective date of this article are void and shall be replaced with the rules of procedure set by ordinance.

(1) *Election of chairperson and vice-chairperson; presiding officer.* At the first meeting of every calendar year, a chairperson and vice-chairperson shall be elected by a majority of members present at the meeting. The chairperson shall be the presiding officer and shall be responsible for recognizing those who would like to speak and generally enforcing a productive decorum. In the absence of the chairperson, the vice-chairperson shall be the presiding officer.

(2) *Location; calling to order; quorum.* The advisory boards, commissions or committees shall hold regular meetings for the transaction of city business as required. A majority of the meetings held by each board, commission or committee in any calendar year shall be located in a public facility owned by a governmental entity. Any regular meeting may be canceled or rescheduled by majority vote of the advisory board, commission or committee at any time prior to the last business day before the scheduled meeting. The presiding officer or any three (3) members may request that a special meeting be called. The request shall be submitted to the staff liaison who shall prepare the agenda and notice in writing, which notice shall be delivered or mailed to all members. All meetings shall be held in accordance with the public notice and public meeting laws.

At any regular or special advisory board, commission or committee meeting, the presiding officer shall call the roll, and the names of all members present shall be recorded in the minutes. The presiding officer shall announce whether or not a quorum is present. Unless otherwise set by law, a simple majority of the members of the advisory board, commission or committee duly appointed and qualified is necessary to constitute a quorum. A meeting must have a quorum present in order to conduct business. Members must be physically present for meetings, and no proxy votes shall be allowed. Members shall vote on all agenda items unless prohibited by law.

(3) *Meetings open to the public.* All meetings of the boards, commissions, committees, subcommittees or other entities created by the city council shall be open to the public if required by state law. "Meeting" means the convening of a quorum of the membership of the boards, commissions or committees created by the city council, whether corporal or by means of electronic equipment, to hear, discuss, or act upon a matter over which the city council has supervision, control, jurisdiction, or advisory power.

A public comment period shall be provided at each meeting. The presiding officer may set time limits for the comments.

(4) *Proposed agenda.*

a. The presiding officer through the staff liaison shall prepare a draft regular meeting agenda and shall provide the same to the members in accordance with an agreed process designed to provide them with sufficient time and opportunity to review the draft agenda and request changes therein prior to its finalization.

b. The staff liaison shall prepare the final agenda of business to be considered at the regular meeting and shall transmit copies of the same to the members on or before close of business on the Monday preceding the regular meeting at which the matters are to be considered. Agenda items may only be removed from the agenda by the consent of a three-fourths (¾) majority of the members present.

c. Only matters that appear on the agenda shall be considered by the members at its regular meeting. Matters that are ministerial or deemed not of significant interest to the public may be added by consent of a three-fourths (¾) majority of all members present.

(5) *Order of business for regular meetings.* At all regular meetings of the advisory boards, commissions and committees, the order of business shall be as follows:

a. Call to order;

b. Roll call;

c. Correcting, if necessary, and approving minutes of the last meeting or meetings;

d. Staff liaison reports;

e. Public comment on the published agenda or non-agenda items. Speakers are requested to indicate their desire to speak and which item or items on which they wish to offer comment by

filling in their name, address and agenda item number or subject on a prepared "sign in" sheet. The length of time a speaker may speak is limited and is set by the presiding officer.

f. Agenda. The agenda constitutes an individually numbered listing of business items either:

1. Requiring a public hearing prior to action;

2. Giving a special informational presentation; or

3. Any item that requires separate time by the board, commission or committee to fully discuss the matter prior to rendering a decision.

g. Adjourn.

The order of business may be altered for any meeting by a majority vote of the members present. The order of business for any special meeting shall be specified in the notice calling for the special meeting.

(6) *Minutes.*

a. Appropriate minutes of all meetings of advisory boards, commissions and committees shall be kept by the staff liaison and shall be available for inspection by the public.

b. Such minutes shall include without limitation:

1. Date, time, and place of meeting;

2. A list of the individual members of the board, commission or committee in attendance;

3. The substance of all matters proposed, discussed, or decided; and

4. At the request of any member, a record by individual members of any votes taken.

(7) *Distribution of minutes.* It shall be the duty of the staff liaison to see that copies of the minutes are transmitted to the members as soon after the original minutes are written as possible. The minutes must be finally approved at the next meeting and shall be posted on-line at the city's website within ten (10) business days after final approval. The minutes are permanent records of the city and must be retained indefinitely.

(8) *Rules of procedure for meetings.* The meetings of the advisory boards, commissions or committees shall in all cases be governed by the following rules, unless otherwise set by interlocal agreement, statute, or ordinance, or unless they are suspended pro tem by a majority vote:

a. *Decorum.*

1. The presiding officer shall preserve order and decorum and shall decide all questions of order, subject to appeal to the board, commission or committee.

2. Every member, previous to speaking, shall address the presiding officer, but shall not proceed until recognized and named by the presiding officer. The provisions of Robert's Rules of Order Newly Revised concerning assigning the floor are superseded by this rule of procedure.

3. When two (2) or more members address the presiding officer, the first to have precedence shall be decided by the presiding officer. The provisions of Robert's Rules of Order Newly Revised concerning assigning the floor are superseded by this rule of procedure.

4. While a question is being placed on the floor, no member shall speak or walk across the meeting room or leave the same.

5. When any member is addressing the group, no other member shall engage in private conversation or do any other act to divert attention or interrupt the speaker.

6. At meetings all questions relating to the priority of business shall be decided without debate.

7. To preserve meeting decorum and minimize distractions, television cameras are to be confined to designated areas. Interviews in the chamber are permissible after meetings. No interview or live narration will be allowed in the chamber prior to or during the proceedings of a meeting.

b. *Meeting protocol.*

1. A member shall not speak more than twice on the same subject without leave of a majority of the group, nor more than once until every member desiring to speak on the pending question has had an opportunity to do so.

2. No motion shall be debated or put to a vote unless the same shall be seconded. The motion and second shall then be stated by the presiding officer.

3. All motions shall be stated in clear, concise and definite terms, beginning with the language: "I move that . . . ". "I so move" or any other abbreviated language does not constitute correct form for a motion and is out of order.

4. After a motion has been stated by the presiding officer it shall be deemed in possession of the group, but may be withdrawn at any time before amendment or decision, by the mover with consent of the second.

5. If a question under consideration contains more than one (1) distinct proposition any member may demand a division.

6. When a question is under debate, no motion shall be entertained, except: First, to adjourn; second, to lay on the table; third, for the previous question; fourth, to postpone to a day certain; fifth, to refer to a committee; sixth, to amend; and seventh, to postpone indefinitely. These motions shall have precedence in the order stated.

7. Amendment of a question may take the form of a motion to substitute. Adoption of a motion to substitute shall be deemed approval of the substitute motion itself and further debate and amendment of the adopted substitute motion are not in order. The provisions of Robert's Rules of Order Newly Revised concerning substitute motions are superseded by this rule of procedure.

8. A motion to adjourn shall always be in order, except when a member is addressing the chair, or a vote is being taken. Motions to adjourn and lay on the table shall not be debatable.

9. No motion on a subject different from that under consideration shall be permitted.

10. After a vote is announced, no member shall change his vote without following the procedure for reconsideration.

11. No motion for reconsideration shall be in order unless made at the same meeting or the meeting following that on which the decision was made, nor shall such motion be made except by a member who voted with the majority. If the motion for reconsideration is approved by a majority vote of the board, commission or committee, then the decision on which the vote is to be reconsidered is placed back on the agenda at a location specified by the presiding officer for further consideration and another vote.

12. In case a voice vote is indeterminate, a roll call vote shall be taken.

13. In case of a tie vote on any proposal, the proposal shall be considered lost/failed.

14. The staff liaison shall rule on all questions of parliamentary procedure and the staff liaison's decision shall be final.

15. Every member present shall vote upon every question submitted, unless excused or unless the member has a financial or personal interest as defined in section 2-702. If a member has a financial or personal interest, the member shall, immediately after the motion has been made and seconded, or as soon thereafter as the member may be recognized by the presiding officer, publicly disclose the nature and extent of such interest and disqualify himself or herself from participation in the deliberation and voting on the question.

c. *Documentation of proceedings.*

1. In all cases the name of the member proposing a motion and seconding the motion shall be entered in the minutes.

2. Any member may demand the roll call of ayes and noes upon any question pending. Except as provided in this subsection, a vote on all matters shall be by voice vote.

3. All reports or proposals shall be reduced to writing before being submitted to a vote.

4. Application of Robert's Rules of Order. In all parliamentary practice not herein prescribed, Robert's "Rules of Order Newly Revised" shall govern so far as applicable.

d. *Public hearings.* Public hearings may be required by law or by council policy. Public hearings are held for the purpose of noticing legislative facts and receiving expressions of public opinion on a question, including views of interested parties. When public hearings are required by law, they shall be held as set out herein. At the commencement of any public hearing, the presiding officer may set time limits for the presentation of views of proponents and opponents of the measure. These time limits shall be adhered to strictly. At the conclusion of his testimony at a public hearing, any individual may be questioned by any member. The time involved in such question and reply shall not count against the time allowed for the presentation of views.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-508. Limitations of powers.

A member of an advisory board, commission or committee, except as otherwise provided by law, shall not:

(1) Incur city expense or obligate the city in any way without prior authorization of the mayor and city council.

(2) Make any written or oral report of any board, commission or committee activity to any individual or body unless:

a. To the mayor and city council;

b. Authorized to do so by majority vote of the entire membership of the board, commission or committee; or

c. Allowed by law.

(3) Independently investigate citizen complaints against departments or individual employees or volunteers by questioning witnesses or otherwise.

(4) Conduct any activity which might constitute or be construed as establishment of city policy.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-509. Supervision by mayor and city council.

The advisory boards, commissions or committees are established to advise and provide recommendations to the mayor and city council on particular issues. As such, the mayor and city council have the authority to direct, supervise, and oversee the activities of any board, commission or committee.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-510. Reports.

The presiding officer of each board, commission or committee shall report to the mayor and city council annually either in person or in writing. If the presentation is in person, it will be at a council work session at a date and time arranged through the staff liaison.

(Ord. No. 09-5485, § 1, 1-12-09)

DIVISION 2. ANIMAL CONTROL BOARD

Sec. 2-511. Created.

There is hereby created an animal control board.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-512. Composition, appointment.

The animal control board shall be composed of five (5) members.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-513. Powers and duties.

The animal control board shall serve in an advisory capacity to the city council and shall be for the purpose of providing citizen input to the policy decisions of the city council. The primary responsibilities of the board are to review existing and proposed city policies and to review city department activities to ensure that city policies are being implemented and carried out and further, to report any shortcomings and to make recommendations to the city council in the formulation of programs and policies to improve among others the following areas of concern:

(1) Reserved.

(2) Reserved.

(3) The formulation of policies, regulations, implementation and control of animals within the city;

(4) Solving the serious problem created by the uncontrolled reproduction of pet animals;

(5) Cooperation with other municipal, county and state governments.

(Ord. No. 09-5485, § 1, 1-12-09; Ord. No. 09-5489, § 1, 4-13-09)

Secs. 2-514—2-517. Reserved.

DIVISION 3. AVIATION/TRANSIT BOARD

Sec. 2-518. Created.

There is hereby created an aviation/transit board.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-519. Composition; appointment.

(a) The aviation/transit board shall be composed of seven (7) members.

(b) After June 20, 1983 at the time the first vacancy on the board occurs, that position will be filled by appointment of a person from an airport impact area. An airport impact area is defined as an area close to the airport that may in some way be impacted by activity at the airport. As the next vacancy occurs, it will be filled by a person with business management background not related to airport activities. Thereafter, one (1) appointee to the aviation/transit board shall be from an impact area and one (1) shall be a person with a business management background not related to airport activity; provided, that the requirements as imposed herein shall be followed as closely as reasonably possible.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-520. Duties and responsibilities.

The aviation transit board shall be a citizens advisory board to the city council to aid the city council in formulating city policy in matters pertaining to the MET Transit System, the airport and the concomitant properties. The primary responsibility of the board is to review existing and proposed city policies and to review city department activities to ensure that city policies are being implemented and carried out and further, to report any shortcomings and make recommendations to the city council.

(Ord. No. 09-5485, § 1, 1-12-09)

Secs. 2-521—2-524. Reserved.

DIVISION 4. COMMUNITY DEVELOPMENT BOARD

Sec. 2-525. Created.

There is hereby created a community development board.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-526. Composition, appointment.

The community development board shall be composed of nine (9) members. Six (6) members shall be appointed from lower-income neighborhoods of the city as defined by federal regulations for the community development block grant program and three (3) additional members from the community at large.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-527. Powers and duties.

The community development board shall serve in an advisory capacity to the city council for the purpose of providing citizen input to the policy decisions of the city council. The primary responsibilities of the board are to review existing and proposed city policies and to review city department activities to ensure that city policies are being implemented and carried out and further, to report any shortcomings and make recommendations to the city council in the area of community development.

(Ord. No. 09-5485, § 1, 1-12-09)

Secs. 2-528—2-532. Reserved.

DIVISION 5. RESERVED[2]

Secs. 2-533—2-539. Reserved.

DIVISION 6. RESERVED[3]

Secs. 2-540—2-549. Reserved.

DIVISION 7. HUMAN RELATIONS COMMISSION

Sec. 2-550. Created.

There is hereby created a human relations commission.

(Ord. No. 09-5485, § 1, 1-12-09)

[2]Editor's note(s)—Ord. No. 12-5591, § 1, adopted November 26, 2012, repealed the former division 5, §§ 2-533—2-535 in its entirety, which pertained to the emergency services board, and derived from Ord. No. 09-5485, § 1, adopted January 12, 2009.

[3]Editor's note(s)—Ord. No. 17-5688, § 1, adopted April 10, 2017, repealed Div. 6, §§ 2-540—2-544, which pertained to the ethics board and derived from Ord. No. 09-5485, § 1, adopted Jan. 12, 2009.

Sec. 2-551. Composition, appointment.

The human relations commission shall consist of nine (9) members to be appointed by the mayor with the consent of the city council. The members shall be broadly representative of all citizens and shall reflect as far as possible the religious, racial, ethnic and minority groups of the community whose training, interest, background or experience will aid the commission in its work.

(Ord. No. 09-5485, § 1, 1-12-09; Ord. No. 20-5734 , 3-9-20)

Sec. 2-552. Functions and duties.

The function and duties of the human relations commission shall be to:

(1) Promote mutual understanding and respect among all;

(2) Become informed on all matters concerning human relations and foster programs of community education with the object of improving human relations among all citizens of the community;

(3) Review, study, and assist with complaints, problems and specific situations arising between groups or individuals which result in tensions, discriminations, or prejudice in the city;

(4) Cooperate with and advise various groups and agencies in programs devoted to the improvement of human relations;

(5) Inform and make recommendations to the mayor and city council concerning any matters or programs brought before the commission for the furtherance and advancement of human relations and at least once a year submit a report of its work; and

(6) Refer all matters to the police department that are within its jurisdiction.

Nine (9) members and one city staff member shall meet the 1st Thursday of each month, 12:15 p.m., City Hall Conference Room.

(Ord. No. 09-5485, § 1, 1-12-09; Ord. No. 20-5734 , 3-9-20)

Secs. 2-553—2-556. Reserved.

DIVISION 8. LIBRARY BOARD

Sec. 2-557. Created.

There is hereby created a library board.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-558. Composition; appointment.

The library board shall consist of six (6) members appointed by the mayor with the consent of the city council and other members who may be appointed pursuant to contract.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-559. Organization.

The library board shall elect from its membership at the first meeting of every calendar year a chairperson and vice-chairperson. The library director shall serve as secretary. The board shall also elect one (1) person to serve on the library federation board of trustees. The chairperson and the federation representative may be, but need not be, the same person.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-560. Powers and duties.

The library board shall be advisory to the city council and shall only assume those functions additionally as may be prescribed and agreed upon by contract between the city and other governmental agencies.

(Ord. No. 09-5485, § 1, 1-12-09)

Secs. 2-561—2-564. Reserved.

DIVISION 9. BILLINGS PARKING BOARD[4]

Sec. 2-565. Created.

There is hereby created a parking policy board to be named the Billings Parking Board.

(Ord. No. 15-5660, § 1, 10-26-15)

Sec. 2-566. Composition, appointment, term.

The Billings Parking Board shall be composed of nine (9) members.

(Ord. No. 15-5660, § 1, 10-26-15)

Sec. 2-567. Powers and duties.

The Billings Parking Board shall advise and make policy recommendations to the city council in all aspects of parking within the city. The purpose of the board is to provide citizen input to the policy decisions of the city council. The primary responsibilities of the board are to provide input and policy recommendations on all aspects of public parking, including but not limited to, on-street parking, parking meters, parking garages, parking lots, long-range financial plans for parking, annual budget, operating and capital projects plans, parking fees, parking fines and other existing and proposed parking policies of the city, to report any shortcomings, and to make recommendations to the city council with regard to public parking.

[4]Editor's note(s)—Ord. No. 15-5660, §§ 1—3, adopted October 26, 2015, amended division 9 in its entirety to read as herein set out. Formerly, division 9 pertained to the parking advisory board, and derived from Ord. No. 09-5485, § 1, adopted January 12, 2009.

(Ord. No. 15-5660, § 1, 10-26-15)

Secs. 2-568—2-571. Reserved.

DIVISION 10. PARKS, RECREATION AND CEMETERY BOARD

Sec. 2-572. Created.

A parks, recreation and cemetery board is hereby created.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-573. Composition, appointment.

The parks, recreation and cemetery board shall consist of nine (9) members. At least one (1) such member shall be representative of School District Number 2.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-574. School appointee.

If the member of the parks, recreation and cemetery board who is also a representative of School District Number 2 ceases to be the nominee of the school district, his or her membership on this board shall forthwith terminate, and a successor nominee of the school district shall be appointed.

(Ord. No. 09-5485, § 1, 1-12-09)

Sec. 2-575. Powers and duties.

The parks, recreation and cemetery board shall serve in an advisory capacity to the city council for the purpose of providing citizen input to the policy decisions of the city council. The primary responsibilities of the board are to review existing and proposed city policies and to review city department activities to ensure that city policies are being implemented and carried out. Further, to report any shortcomings and to make recommendations to the city council in the following and other related areas:

(1) Establishment, acquisition, maintenance and management of city parks;

(2) Establishment, acquisition, maintenance and conduct of playgrounds, swimming pools, baths, gymnasiums, recreation halls, recreation places, recreation centers and athletic activities within the city limits and within four and one-half (4½) miles from the city limits together with recommendations to the city concerning entertainment, plays, concerts and celebrations;

(3) Cooperate with all other governmental and private agencies and entities in the development of recreational activities and opportunities within the city and surrounding areas;

(4) Establishment, acquisition, maintenance and management of the city cemeteries.

(Ord. No. 09-5485, § 1, 1-12-09)

Secs. 2-576—2-579. Reserved.

DIVISION 11. PUBLIC WORKS BOARD[5]

Sec. 2-580. Created.

There is hereby created a public works board.

(Ord. No. 10-5504, § 2, 2-22-10)

Sec. 2-581. Composition, appointment.

The public works board shall be composed of seven (7) members.

(Ord. No. 10-5504, § 3, 2-22-10; Ord. No. 22-5803 , § 1, 4-25-22)

Sec. 2-582. Powers and duties.

The public works board shall serve in an advisory capacity to the city with respect to all aspects of public works. The board may recommend to the city the adoption of such rates, fees and charges as it may deem just and proper, subject to other requirements and provisions imposed by law.

In addition, the board shall serve in an advisory capacity to the city council in all aspects of traffic control.

The purpose of the board is to provide citizen input to the policy decisions of the city council. The primary responsibilities of the board are to review the existing and proposed city policies and to review the city department activities to ensure that city policies are being implemented and carried out and further to report any shortcomings and to make recommendations to the city council.

(Ord. No. 10-5504, § 4, 2-22-10; Ord. No. 22-5803 , § 1, 4-25-22)

Secs. 2-583, 2-584. Reserved.

DIVISION 12. RESERVED[6]

Secs. 2-585—2-587. Reserved.

[5]Editor's note(s)—Ord. No. 10-5504, §§ 1—4, adopted February 22, 2010, amended division 11 in its entirety to read as herein set out. Formerly, division 11, §§ 2-580—2-582 pertained to the public utilities board, and derived from Ord. No. 09-5485, § 1, adopted January 12, 2009.

[6]Ord. No. 22-5803 , § 2, adopted April 25, 2022, repealed Div. 12, §§ 2-585—2-587, which pertained to traffic control board and derived from Ord. No. 09-5485, § 1, adopted Jan. 12, 2009.

Sec. 2-224. Ad hoc council advisory committees.

The mayor and city council may, by resolution, create such ad hoc council advisory committees as needed. Provided, however, that all such committees must be created pursuant to an adopted council resolution establishing, at a minimum, the following:

(a) The purpose or charge of the committee;

(b) The scope of its responsibilities;

(c) The composition of the committee; and

(d) The duration of the committee.

The city administrator shall be charged with assigning appropriate staff to any committee created under this paragraph to ensure compliance with all applicable open public meetings law.

(Ord. No. 03-5239, §§ 1, 2, 2-24-03)

RESOLUTION 23-_____

A RESOLUTION RESCINDING AND REPEALING RESOLUTION NO. 04-18101 ESTABLISHING A PUBLIC ART POLICY

WHEREAS, on March 22, 2004, City Council approved Resolution No. 04-18101, creating a policy to address public art and an ad hoc committee to make recommendations to City Council regarding appropriateness and placement of public art; and

WHEREAS, the policy established by this resolution requires this committee to be convened as necessary to review any art to be displayed on City property; and

WHEREAS, Billings, Montana City Code (BMCC), Article 2-500 requires all committees, boards, and commissions to follow the rules and procedures set forth in that article; and

WHEREAS, some of the requirements of the resolution are unclear and must be clarified before the policy can be properly implemented; and

WHEREAS, the resolution does not clearly define “public art” nor does it clearly state that the policy applies to art loaned to, gifted to, or purchased by the City; and

WHEREAS, the policy requires appointments of “two representatives that have an interest in the project” to the ad hoc committee but it is unclear who is to make those appointments; and

WHEREAS, another two appointments of members to this ad hoc committee are made by the Mayor which, as set forth in BMCC 2-501.2, requires a 30 day notice of vacancy to be published prior to appointment. The appointments must then be placed on a regular meeting agenda for Council to consider; and

WHEREAS, these procedures and requirements for appointment of committee members is not practical or efficient for a committee that meets only as necessary; and

WHEREAS, the City desires to have a more effective and operational policy that may be convened easily and quickly to address art donations, loan offerings, or the commissioning of art by the City; and

WHEREAS, this policy has not been followed as it was overlooked for many years by City staff and as a result different departments created suitable policies to address art to be displayed on City property within those departments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA that the policy established creating a public art policy and an ad hoc review committee is rescinded and Resolution No. 04-18101 is repealed.

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

City Council Regular

Date:	09/11/2023
Title:	Current Public Art Pieces for Council Review
Presented by:	Chris Kukulski, City Administrator
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Ad Hoc Art Review Committee, Parks and Cemetery Board, Mobilize the Magic City Advisory Committee and Staff recommend approval of the public art projects currently in development.

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

There are several public art projects currently in various stages of development. In early August 2023, staff discovered Resolution No. 04-18101, which was signed in 2004. This resolution creates an ad hoc committee to review art that is donated or loaned to the City for public display and asks the committee to make a recommendation to Council about appropriateness and placement. For whatever reason, this resolution has not been used for many years and most of the City's current staff were unaware of it. City staff had established alternative procedures for public placement of art, and had been working through processes on several projects this year. Nevertheless, staff set out to implement this resolution as much as possible under the projects' status and existing process when it was found, but discovered it is cumbersome and impractical to implement.

After discussions between City staff, City Legal, and Administration, it was determined that the staff would follow the spirit of the policy in good faith, as much as practical. While staff is asking the Council to repeal the policy at the 9/11 meeting before voting on these art pieces, staff followed the spirit of this policy as much as possible by working with the Mayor and Administration to assemble and convene the ad hoc public art committee and asking for its recommendation on the art pieces proposed. One of the goals of the Mobilize the MAGIC City project is to conduct a feasibility study for a public art committee that would make this process clearer and more straightforward. The new public art committee and process work is expected to be complete in early 2024 and be shared with Council.

The 2004 Resolution outlines the five-person ad hoc committee as being comprised of two members appointed by the Mayor, skilled and/or trained in the evaluation of art; one member of the Parks, Recreation, and Cemetery Board; and two representatives that have an interest in the project, however it shall not include a representative that is creating or donating the public art. As a result, staff convened a five-person committee with Corby Skinner and Jessica Rhule (Yellowstone Art Museum) appointed by the Mayor; Thom MacLean as the Parks, Recreation, and Cemetery Board representative; and Tally Monteau (Triia, a subsidiary of the Native American Development Corporation) and Amy Queen (Healthy By Design Coalition) as the two representatives that have an interest in the projects.

The committee met on August 28, 2023 to discuss the proposed art projects listed below and make recommendations to the City Council. While the meeting was not legally advertised and was not a formal public hearing, it was shared on social media platforms, posted in several City facilities, including City Hall and emailed via Civic Send before the meeting and about 15 members of the public attended. All projects were recommended to the Council for approval by votes of the ad hoc committee. Committee Member Corby Skinner chose to abstain from the votes as he did not feel comfortable voting on the works in front of the artists. Each project listed below includes the result of the recommendation vote to Council by the committee, a description of the project, and other relevant information:

<u>Mobilize the MAGIC City Projects</u>

Mobilize the MAGIC City is a project partially funded by the National Endowment for the Arts. Through the project, Terri Porta was hired as the Artist-in-Residence for the City of Billings in 2023 with a task of implementing at least two creative placemaking hubs along Billings first neighborhood bikeway. Ms. Porta also is assisting with the feasibility study for a public art committee as part of her Artist-in-Residence work for the City. The neighborhood bikeway runs from approximately North Park to Rose Park. The effort has included an extensive public outreach effort to gather input on the community's values and goals and hear reactions on the proposed projects. Outreach included efforts such as:

- A public walk and a bike ride with the artist
- Engagement with an approximately 30-person advisory committee with representatives ranging from task force leaders, the healthcare sector, community development, City staff, and, more

- Tabling events at community events such as the opening of the Eagle Seeker Community Center, Strawberry Fest, Heart and Sole Run, etc.
- Meetings with the Midtown Community Collaborative and Pioneer Park Task Forces
- Postcards to residents within approximately 300 feet of the proposed projects with a link to a survey
- Engagement with relevant departments such as Public Works and Parks, Recreation, and Public Lands

Art pieces presented to the Ad Hoc Art Committee:

Funky Frames (working title)

Location: Triangular Park at Ave. C and N. 32nd St.
Ad Hoc Committee Vote: 4 in favor, 1 abstained
Artist: Terri Porta

Description: "Funky Frames", is the working title of a Kid-Centric sculpture across from McKinely Elementary School. The frames are welded together as place holders for art that has been created and collaborated with by the artist and the children of Billings. These frames will hold art that has been creatively manipulated around engagement with the arts community. The viewer will also notice that stamped into the concrete are quotes from local art teachers and professionals, encouraging young artists to shoot for their dreams in art. Artist-In-Residence Terri Porta engaged students during McKinley Elementary School art classes and during an after-school program at Highland Elementary to curate the children's art.

Additional prior approvals: State Historic Preservation Office; National Endowment for the Arts Historic Preservation; Parks and Recreation staff; Parks, Recreation, and Cemetery Board

Kid's Fridge

Location: Likely 10th and Ave. D
Ad Hoc Committee Vote: 4 in favor, 1 abstained
Artist: Terri Porta

Description: "Kid's Fridge", is a 10'x5' frame with vertical steel rods that hold Children's art. Each piece of art spins with the wind as a double-sided mosaic of sorts. This piece is dedicated to the children of Billings and the art aspirations they have. It fosters a safe and celebratory environment for children to explore their artistic aspirations. Art and creativity are a very fun, playful and life affirming activity, engaging all the senses, helping children synthesis their life experiences. The community of supporters, parents and educators around the arts are also encouraged through this piece to allow the children to shine through their own expression of art.

Staff knocked on doors at both 10th and 11th and Ave. D to determine the best location for this installation. There is more support for the project at 10th and Ave. D and so the piece will likely be placed at this intersection. The piece includes curb extensions which are intended to help slow traffic at this intersection.

Additional prior approvals: State Historic Preservation Office; National Endowment for the Arts Historic Preservation; Public Works Staff

<u>Community Development Block Grant Funded Projects</u>

Following Community Development (CD) Board and Parks, Recreation & Cemetery Board (Parks Board) approvals, on December 20, 2021, the Billings City Council reviewed and approved allocating up to $1 million in Community Development Block Grant (CDBG) funding and CDBG-Coronavirus (CDBG-CV) funding to the Parks, Recreation and Public Land Department to install improvements to parks in low-income areas. This included the reconstruction of the Heritage Trail section within the boundaries of Pioneer Park. Construction was completed in the fall of 2022 and the project came in about $30,000 under budget.

The City Council approved the Mobilize the MAGIC City project, which has the goal of developing a formal process to involve art in everyday life. At the same time, Terri Porta was selected as the City's new "Artist in Residence" who will be working for a year to implement two creative placemaking hubs along Billings' first neighborhood bikeway (from North Park to Rose Park), document the process in a Placemaking Playbook, and conduct a public arts committee feasibility study.

Because the neighborhood bikeway includes the Heritage Trail section within Pioneer Park, and since aesthetic amenities such as art on public property are an eligible-CDBG expense, staff began exploring the idea of a third placemaking hub on the Heritage Trail section. Terri Porta proposed a "Pink I-Beam" structure on the trail corridor in the Park. The proposed project was reviewed, discussed, and an increased budget of up to $50,000 ($30,000 of remaining budget for the trail project and an additional $20,000 of available CDBG funds) was approved by the CD Board at its August 1, 2023, meeting. The proposed additional element to the Heritage Trail improvement project then went to the Parks Board at its meeting on August 9. The Parks Board voted to approve the installation of the structure on the Heritage Trail.

The Rising

Location: Pioneer Park Heritage Trail

Ad Hoc Committee Vote: 3 voted in favor, 1 opposed, 1 abstained
Ad Hoc Committee Discussion: While the piece was liked, the committee discussed a desire to have the art selection process completed as an open call for artists as it is a separate project from the Mobilize project.
Artist: Terri Porta

Description: Artist statement from Terri Porta: "Dorothy Gray Johnson designed Pioneer Park with winding walkways and recreation on her mind. Her thoughts about the park also included unique cultural experiences such an amphitheater for stage and sound. While visiting Europe, I (Terri) came across and was inspired by the French and Roman architecture. From the tree-lined colonnades of the Champs-Elysees in Paris to sculpture parks of the Venice Biennale I was intrigued. The public commons were a place to celebrate the arts. These are places for the cultural experiences people crave.
The Rising is a twenty-foot-tall and fifty-foot-long arbor with a stain glass painting for a roof supported by pink steel I-beams. The sheltered pathway reflects and as light from the sun shines through it and creates a second painting on the Heritage Trail. The arbor is a sculpture, a structure and an art piece. It represents a rising of the common places. While Covid spread across the world, outdoor common places became even more important to us. "The Rising", is a representative structure of our rising out of the pandemic. As for the painting on the arbor's roof, it was the first painting I created while in quarantine in March of 2020. I then developed a body of work revolving around my love of outdoor spaces and my love trees. The painting was named "Follow the Light".

When viewers engage with the arbor, I hope they will slow down and breathe in the space. I hope they will find reasons for their own rising in life. I hope their imaginations will spark and their creativity will sing with inspiration."

At the Pioneer Park Task Force meeting on August 23, about 60% of the attendees were in favor of this design based on a casual hand vote. Proponents liked the bright color, fact that it will be lit, its potential to reduce crime through CPTED principles, its use as a starting/ending point for the many races that take place in Pioneer Park and the ability to bring art to this corner of the park. However, there were some vocal opponents of the piece. About 15% would prefer the piece as a different color and about 15% preferred not to have the piece at all. Opponents of the piece did not like the color or felt that the style did not fit with the character of Pioneer Park.
While this project did not include a public call for artists to submit, the City staff are planning to follow the City's purchasing procedures as the artist's fee is under the amount where bids are required, and construction and installation of the piece will be bid out through the City process.
Additional Prior Approvals: Community Development Board (funding allocation); Parks and Recreation Staff; Parks, Recreation and Cemetery Board

Comanche Park Basketball Court Mural
Location: Comanche Park
Ad Hoc Committee Vote: 4 in favor, 1 abstained
Artist: Terri Porta
Note: This piece was brought as a courtesy. It is already in development as public art was part of the approved package of CPTED improvements for Comanche Park that was acted on by Council at its March 13, 2023 meeting, a neighborhood survey was conducted by the Parks Department that resulted in 67 responses to choose a mural design, and artist Terri Porta is already under contract for this piece and funding was already expended for supplies.

Description: This is a mural painted on the new Comanche Park basketball court. The public (through a survey noted above) voted between two designs to choose their favorite. This is part of the Crime Prevention Through Environmental Design strategy to create positive activities in the park.

South Park Pool Mural
Location: South Park Pool
Ad Hoc Committee Vote: 4 voted in favor, 1 abstained

Description: A group from the South Side Neighborhood Task Force, a local Girl Scout Troop, and a local artist have proposed a mural to be painted on the South Park Pool House. The majority of the work will be done by Girl Scouts to achieve their Silver Award, to serve and make an impact in their community. With design and guidance from artist Elyssa Leininger, the girls will create a mural to improve the pool house and South Park. The Girl Scouts will solicit donated supplies and monetary support for the project.

In 2019, a mural was painted on one side of the pool house with the help of Healthy By Design, a local artist, and several helping hands from the South Side. Over the years, the mural has remained untouched by graffiti or damage. Parks & Recreation maintenance staff have saved valuable hours and supply costs to repaint the walls that were frequently vandalized. An additional mural would be an added benefit for pool visitors and the South Side.

At the Parks Board meeting on August 9 when this project was discussed, it was noted that this project was not going to initially include a protective anti-graffiti coating in case the building is demolished as part of the South Park Pool and

Bathhouse renovations included in the Parks, Recreation and Trail Bond slated for a community vote in November. If the bond is not passed, the artist might go back and apply the protective coating. It also has been discussed internally that staff will look into the cost and options for placing the mural on an alternative surface so that it can be relocated and preserved beyond the life of the current bathhouse.

Additional Prior Approvals: Parks and Recreation Staff; Parks, Recreation and Cemetery Board

Skyline Trail Sculptures
Location: Skyline Trail
Ad Hoc Committee Vote: 4 voted in favor, 1 abstained

Description: The Mayor is donating four pieces for the new Skyline Trail which will run in between Swords Park and North Park. The sculptures are approximately 7 feet tall, rusted steel sculptures by artist Ben Breuckman out of Bozeman. The sculptures will represent a person with a baby in a backpack, a person walking a dog, a hiker, and a biker.
Additional Prior Approvals: Parks and Recreation Staff; Parks, Recreation and Cemetery Board

ALTERNATIVES

City Council May:

- Approve all works of public art as recommended by all the advisory boards and committees
- Approve some of the works of public art

If the Council is considering not approving any one of the art projects recommended, staff will want to have discussion with Council during the meeting of the implications of not approving the art project and next steps with the project.

FISCAL EFFECTS

These projects are being paid out of funding sources that have been dedicated for public art such as the Mobilize the MAGIC City funds, Community Development Block Grant Funds allocated by the Community Development Board for public art, and private donations.

Attachments

Public Art Pieces

Public Art for consideration at the 9/11/23 Council meeting

Working Title: Funky Frames

Artist: Terri Porta

Location: Ave. C and N 32nd

Funding/Organization: Mobilize the MAGIC City



Working Title: Kids' Fridge

Artist: Terri Porta

Location: Ave. D and either 10th or 11th St. W

Funding/Organization: Mobilize the MAGIC City



Working Title: The Rising

Artist: Terri Porta

Location: Pioneer Park Trail

Funding/Organization: Community Development Block Grant Funds



Working Title: TBD

Artist: Terri Porta

Location: Comanche Park Basketball Court

Funding/Organization: Community Development Block Grant Funds



Working Title: TBD

Artist: Elyssa Leininger

Location: South Park Pool Building

Funding/Organization: Artist donation/Girl Scout Troop



Mural Design – Elyssa Leininger



Mural Overlay – Mock-Up

Working Title: TBD

Artist: Ben Breuckman

Location: Skyline Trail (new trail being built between Swords and Zimmerman Parks)

Funding/Organization: Donation by Mayor Cole to City

