

****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.)* Channel 7 or Channel 978 - TDS Fiber.
 - Online at www.comm7tv.com and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel.
 - On the City's website at www.billingsmt.gov and click on "Watch Meetings Online" on the homepage.
 - In-Person.
 - Virtually via Zoom (see the link below).

Citizens may submit public comment via the following methods:

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

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



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

**CITY COUNCIL
REGULAR BUSINESS MEETING**

**AGENDA
NOVEMBER 27, 2023**

COUNCIL CHAMBERS

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Rupsis

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

MINUTES:

- November 13, 2023 - Pending

COURTESIES:

PROCLAMATIONS: Nov. 25- Dec. 10, 2023 - "16 days of Activism Against Domestic Violence"

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 2b, 4 and 5 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:

USFS Urban Forestry Grant.

- Presented by: Mike Pigg, Parks, Recreation and Public Lands Director

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

- 1. New City Hall Furniture Procurement and Installation.** (Opened 11/7/2023) Recommend 360 Office Solutions for schedules 2 and 4, and alternate 2; Peterson Quality Office for schedules 1, 3, and 5, and alternate 1.
- 2. 2024 12-Yard Dump Truck.** (Opened 12/7/2023) Recommend I-State Truck Center.

B. Contract or W.O. 23-96: Water Treatment Plant Intake No. 2 Catwalk Renovations with AE2S.

C. Collective Bargaining Agreement with IAFF - Local 521.

D. North Park Master Plan update.

- E. **Perpetual Right-of-Way Easement** from Torgerson's Real Estate Holdings, LLC.
- F. **Perpetual Right-of-Way Easement** from Billings Logistics Center One, LLC.
- G. **Final Plat** of R. L. Subdivision. ***Quasi-Judicial**
- H. **Resolution** modifying Council subcommittees.
- I. **Second/Final Reading Ordinance** amending Article 22-900, Sale, Exchange, or Donation of City Real Property.
- J. **Bills for the Weeks of:**
 - 1. October 23, 2023
 - 2. October 30, 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. **ANDERSON PROPERTY:**
 - a. **JOINT PUBLIC HEARING FOR ANNEXATION 23-09 AND ZONE CHANGE 1036:**
 - i. **RESOLUTION APPROVING ANNEXATION 23-09:** A parcel generally located at 1093 Lincoln Lane. Staff recommends conditional approval. ***Quasi-Judicial**

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolution conditionally approving Annexation 23-09, as recommended by staff.
 - ii. **FIRST READING ORDINANCE FOR ZONE CHANGE 1036:** generally located at 1093 Lincoln Lane. Zoning Commission recommends approval and adoption of the 10 review criteria. ***Quasi-Judicial**

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1036 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.
 - b. **ANNEXATION AGREEMENT** with Lavonne Anderson. Staff recommends approval.

Recommended Motion: I move to approve an Annexation Agreement with Lavonne Anderson, as recommended by staff.
 - c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward I to include recently annexed property in Annexation 23-09: a parcel generally located at 1093. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the First Reading Ordinance expanding the boundaries of Ward I, as recommended by staff.
- 3. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1039:** generally located at 713 Avenue D. Zoning Commission recommends approval and adoption of the 10 review criteria. ***Quasi-Judicial**

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1039 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.
- 4. **TAX INCREMENT FINANCING ASSISTANCE** from the Downtown Urban Renewal TIF District to Yesteryear's Antique Mall for renovations at its new location in the Hart-Albin Building at the northwest

corner of North 28th and 2nd Avenue North, as recommended by Downtown Billings Partnership (DBP) Board.

Recommended Motion: I move to conditionally approve tax increment financing assistance from the Downtown Urban Renewal TIF District to Yesteryear's Antique Mall, as recommended by DBP Board.

5. BIG SKY PASSENGER RAIL AUTHORITY (BSPRA) SUPPORT.

Recommended Motion: I move to approve to join the Big Sky Rail Authority and appropriate \$6,000 from the Council Contingency Fund and authorize Mayor Cole to sign a letter of support.

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

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

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

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Urban Forestry Grant  
**Presented by:** Pigg Michael, Superintendent  
**Department:** Parks/Rec/Public Lands  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** NA

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**RECOMMENDATION**

Overview presentation providing information on the USFS Urban Forestry Grant, what the grant can and can't be used for and the scope and timeline.

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

The Urban Forestry Grant is intended to be used in disadvantaged areas. The grant made over one billion dollars available. Billings was one of two locations awarded grants in Montana. Originally, our ask was for two million dollars, but the award was for one million dollars. The focus of the grant program is social equity and mitigating climate change.

**STAKEHOLDERS**

The City and all the properties identified within the boundaries of the Grant Project Area Map.

**ALTERNATIVES**

This is just an informational presentation, at a future meeting the contract with the USFS and the request for acceptance will be presented.

**FISCAL EFFECTS**

There is no match required to accept the grant. All work performed with the grant funds would be covered by the grant except administrative costs.

**SUMMARY**

This presentation will provide better insight into what the grant can be used for and potential locations that could be impacted.

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**Attachments**

USFS Grant Acceptance

# USFS Grant Acceptance

City of Billings  
Park Board Meeting  
November 8, 2023

Mike Pigg  
Parks Director

# Title: Billings Urban Forestry Grant for Disadvantaged Areas

- Funding originated from the Inflation Reduction Act
- Designated \$1.5B to Urban Forestry
  - The largest investment in Urban Forestry ever
  - Approximately \$1B was made available for grants
  - Billings applied for \$2M and was awarded \$1M

# Program Focus

- The two primary objectives for this grant are:
- Social Equity
- Mitigating Climate Change

# Social Equity

- The basis is that in almost all US cities (including Billings), historic economic disparities have resulted in significantly, and palpable, differences in the quality and quantity of trees and tree canopy
- The USFS provided a “Climate and Economic Justice Mapping Tool” to identify these areas.
- Projects proposed in these areas were designated as “no-match” areas meaning no matching funds were required for work in this area
- The project area chosen for Billings was the entire area identified by the USFS Mapping Tool

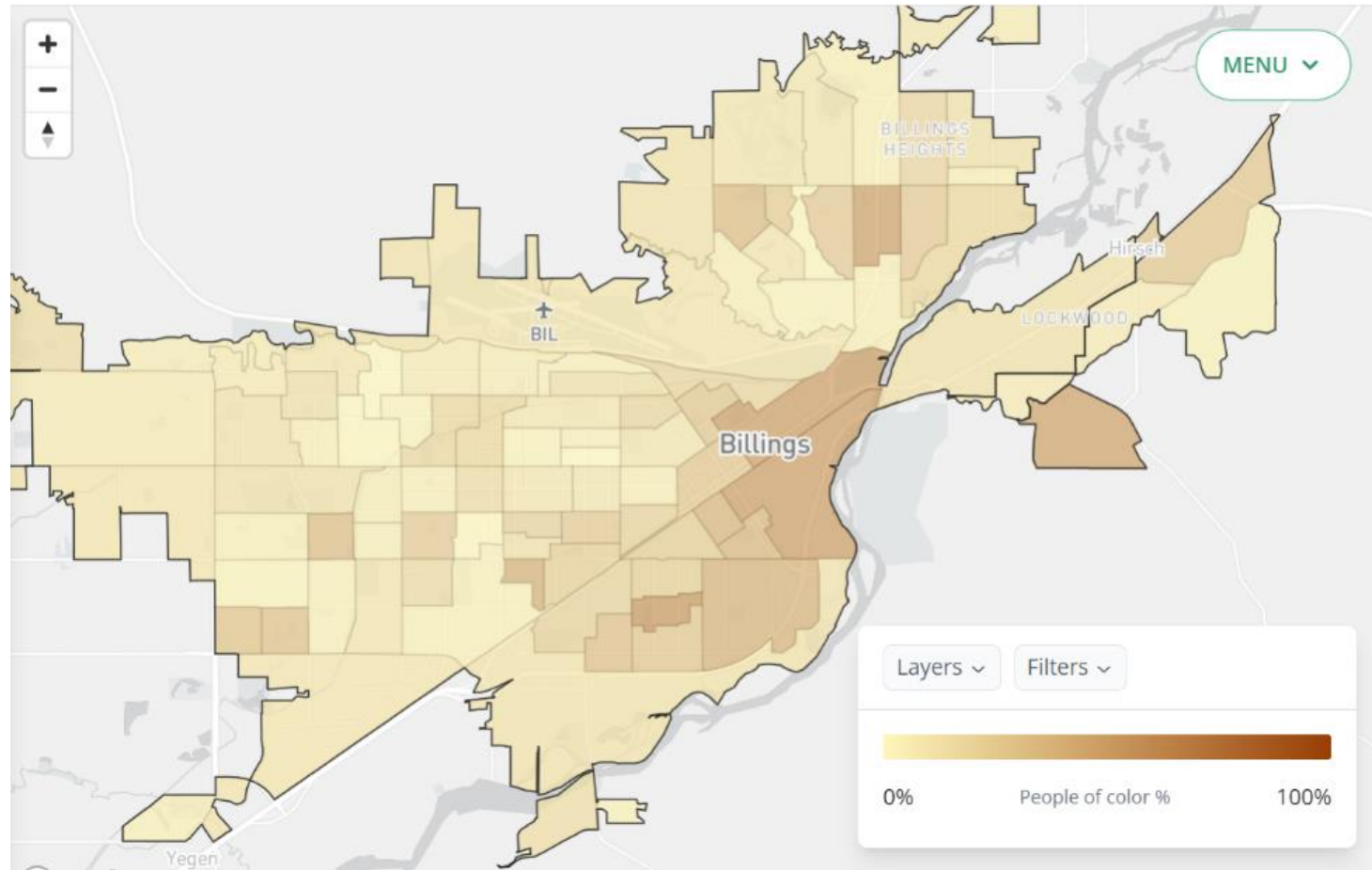
# Climate Mitigation

- Heat islands (parking lots in particular)
- Boulevards
- There is tons of data showing that a well-designed urban forest:
  - Cools temperatures across cities
  - Reduces heating and cooling bills for homeowners and businesses
  - Slows traffic
  - Reduces crime
  - Increases prosperity
  - Improves quality of life

Figure 1 – IRA Grant Project Area (in grey)



# Figure 2 – Demographics of Project Area



# Setting, Context and Background

- Responsibility for Urban Forestry is divided
  - Parks, Recreation and Public Lands Department, Forestry Division
    - Parks, Mountview Cemetery, Natural Areas
  - Public Works Department, Streets and Traffic Division
    - Boulevards that are the responsibility of adjacent property owners

# Setting, Context and Background (Cont)

- Billings does not have normal prerequisites for doing urban forestry work
  - No complete tree inventory
  - No Forest Management Plan
  - No Tree Board
  - Antiquated forest regulations (adopted in 1967 – 56 yrs old)

# Setting, Context and Background (Cont)

- Remedying these discrepancies were made important first steps to putting \$ to effective use
- Grant \$ can only be spent in project area
- Some prep work will require other \$\$
  - Forest Management Plan
- Some prep work will be done using city staff and resources
  - Updating “tree code”
  - Establishing Forest Practices Board
  - Collecting inventory from boulevards in remainder of city

# Project Goals

- Engage Billings citizens in urban forestry, especially in project area
- Transform tree canopy in project area
- Create a new dynamic for urban forestry going forward that recognizes trees as valuable, key “green” infrastructure.

# Approach

- Hire a “Community Organizer” and a “Project Manager”
- The Community Organizer will work half-time, will connect us to groups living in the project area, provide public education, organize events, handle publicity and be the go-to contact for the project
- The Project Manager will prepare RFQ’s, RFP’s, contracts, etc. and work with arboricultural contractors (pruning, planting, felling trees, nurseries (acquiring trees) and construction workers (creating planting spots that are currently covered with concrete and asphalt)

# Near-Term Pre-Project Tasks to be Completed

- Negotiate with USFS to revise narrative and budget to reflect \$1M rather than \$2M budget
- Establish Tree Board (will require writing charter, gaining City Council approval, and then appointments made by Mayor)
- Collect inventory data.

# Project Tasks to be Completed

- Inventory of current trees and potential planting sites
- Prune trees that will be retained
- Create planting sites under impervious surfaces
- Plant trees in boulevard strips and created openings

# Questions and Discussion

**City Council Regular**

**Date:** 11/27/2023  
**Title:** New City Hall Furniture Procurement and Install  
**Presented by:** John Caterino, Facilities Manager  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that Council approve and award contracts to the below low bidders for Furniture Procurement and Professional Installation at New City Hall:

- 360 Office Solutions, not to exceed \$179,874.41, for schedules 2 and 4
- Peterson Quality Office, not to exceed \$1,317,313.28, for schedules 1, 3, and 5, and alternate 1

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

Johnson, Laffen and Galloway (JLG), the firm that is primary architect on the New City Hall remodel was selected to provide furniture, fixtures, and equipment (FF&E) design services. Included in the FF&E scope of work, JLG shall perform design, bidding, contract administration, and will be onsite during delivery and installation to ensure all items are received, inventoried, and installed per the plans and manufactures' specifications.

To ensure that all furniture items were captured during the design phase, the Building Committee and JLG began initial FF&E programming meetings in June 2022, and design refinement continued throughout the schematic design (SD) and design development (DD) phases. During the construction design (CD) phase, user group engagement meetings were held with City Council and Department staff between March 2023 and May 2023. Input from stakeholders was integrated into the final design layouts and basis of design, which was completed in September 2023.

The design approach for interior finishes and furniture was to integrate the natural landscape of Billings by incorporating the surrounding landscape colors such as those of the sandstone rims and Ponderosa pines. Also, the basis of design decisions were made on the criteria of durability, longevity, availability of replacement components, user experience, comfort, aesthetic, usability, functionality, and vendor support.

The furniture procurement and professional installation scope includes FF&E (see below schedule) for all interior spaces that are being built-out and occupied by City of Billings in New City Hall: Council Chambers, EOC, public and private meeting rooms, common areas, open workstation areas, courtrooms, and select private offices.

The furniture bid package was broken down into the following schedule:

Schedule 1: Workstations, Offices, Conference Tables, Lockers, Misc

Schedule 2: Lounge Furniture

Schedule 3: Task and Guest Seating

Schedule 4: Courtroom Benches

Schedule 5: Glass Boards

Alternate 1: Height Adjustable Desks

Alternate 2: Monitor Arms - not accepted

The basis of design was for new furniture. However, keeping in line with the fiscal responsibility guiding principle the decision was made to update the bid specification to include a substitution request for refurbished pre-owned furniture. No suppliers submitted substitution requests for pre-owned furniture. As such, all bids received are for new furniture.

An Invitation for Bid (IFB) was advertised on 10/06/2023 and 10/13/2023 in *Yellowstone County News* and on the City's Website.

Three (3) bidders responded to the bidding schedule, and they were opened on 11/07/2023.

The Building Committee recommends accepting the following furniture schedule for a total contract cost of \$1,577,513.39

|             | 360 Office Solutions | Dundas Interiors | Peterson Quality Office |
|-------------|----------------------|------------------|-------------------------|
| Schedule 1  | \$1,087,327.32       | ---              | \$963,904.58            |
| Schedule 2  | \$111,280.07         | ---              | \$141,940.26            |
| Schedule 3  | \$281,447.97         | \$308,923.85     | \$196,709.64            |
| Schedule 4  | \$68,594.34          | ---              | ---                     |
| Schedule 5  | \$36,687.30          | \$45,693.75      | \$33,694.28             |
| Alternate 1 | \$130,821.42         | ---              | \$123,004.78            |
| Alternate 2 | \$80,325.70          | \$120,453.12     | \$101,808.64            |

#### ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

#### FISCAL EFFECTS

The overall total construction budget is \$24 million, which includes an Owner soft cost allowance of \$1.9 million for furniture, fixtures, and equipment.

The cost of the contract will be funded by the New City Hall construction fund, which is primarily covered by the General Fund.

Private office furniture and height adjustable work stations will be charged back to departments accordingly.

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#### Attachments

New City Hall Furniture Renderings  
Peterson Quality Office Contract  
360 Office Solutions Contract



ARCHITECTS

# BILLINGS NEW CITY HALL REMODEL

FINAL FURNITURE PACKAGE - POST BID  
NOVEMBER 2023



DESIGN FOR LIFE



OFS HEYA LOUNGE CHAIR



OFS KASURA LOUNGE CHAIR



OFS COACT BENCH



OFS SAVEN ROCKER (WELLNESS ROOMS)



OFS WYRE OCCASSIONAL TABLE

# LOUNGE

© 2023 JLG ARCHITECTS

| JLG 21379

| BILLINGS CITY HALL





STEELCASE LEAP TASK CHAIR  
COUNCIL DAIS



ALLSEATING TUCK SIDE CHAIR  
COUNCIL AUDIENCE



STEELCASE THINK TASK CHAIR  
UPGRADED CONFERENCE ROOMS



ALLSEATING TUCK CONFERENCE CHAIR  
STANDARD CONFERENCE ROOMS



OFS ACEN SIDE CHAIR  
TRAINING CONFERENCE ROOMS



NEVERS RIO MADERA LIVE EDGE TABLE  
UPGRADED CONFERENCE ROOMS  
WILL HAVE INTEGRATED POWER/AV



ENWORK ZORI TABLE  
STANDARD CONFERENCE ROOMS  
WILL HAVE INTEGRATED POWER/AV



ENWORK ZORI TRAINING TABLE  
TRAINING CONFERENCE ROOMS  
WILL HAVE INTEGRATED POWER/AV

# SEATING & CONFERENCE TABLES



MAYOR'S OFFICE



TYPICAL "L" SHAPE WORKSTATION WITHOUT GLASS CLERESTORY



TYPICAL "U" SHAPE WORKSTATION WITH GLASS CLERESTORY

# MAYOR'S OFFICE & WORKSTATION TYPICAL

© 2023 JLG ARCHITECTS | JLG 21379 | BILLINGS CITY HALL



## **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 **PETERSON QUALITY OFFICE**, of 2121 1<sup>st</sup> Ave. S., 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 perform the services of furniture procurement and installation of furniture, fixtures, and equipment (FF&E) and described in scope of work 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 30, 2024. The parties may extend this **AGREEMENT**, by mutual concurrence, for sixty (60) 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 million three hundred seventeen thousand three hundred thirteen dollars and twenty-eight cents (\$1,317,313.28) for the work described in the Scope of Work in Exhibit "A," subject to additions and deductions as provided in the Contract Documents. Final quantity and type of Alternate #1: height adjustable desks shall be issued by the **CITY** as a Modification to this Agreement prior to ordering. 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** 50% of the agreement amount within thirty days (30) of contract execution and remainder at project completion after **CITY** acceptance. 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 final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

- A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.
- B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.



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

The **CITY** SHALL:

- D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.
- E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

## **8. INSURANCE:**

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

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

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



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

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

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

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

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

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

**CONTRACTOR** shall furnish an approved Performance Bond in the amount of one hundred percent (100%) of the contract amount.

**9. PERMITTING AND INSPECTIONS:**

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

**10. EQUIPMENT AND MATERIALS CUSTODY:**

- A. **CITY** shall not be responsible for any FF&E until it is installed and accepted by the **CITY**.
- B. If FF&E go missing for any reason before they are installed and commissioned, they shall be replaced at no cost to **CITY**.
- C. All FF&E and materials shall be secured and stored by **CONTRACTOR** in a location approved by the **CITY** or offsite.
- D. If arrangements are made to store onsite **CITY** shall not be responsible for any missing items.
- E. **CITY** will not take delivery of any FF&E or materials.



F. All FF&E and materials must be brought onsite by **CONTRACTOR**.

**11. FF&E AND MATERIALS INVENTORY:**

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

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

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

**12. 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".**

**13. 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.**

**14. 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 CFR 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.
15. **CONTRACTOR PERSONNEL**: A list of personnel who will be onsite for project shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution, including:
- A. First and last name;
  - B. Duration onsite; and,
  - C. Personnel responsibilities.



16. **SAFETY PROGRAM:** **CONTRACTOR** shall follow General Contractors safety program while onsite.
17. **MEETINGS:** **CONTRACTOR** shall attend a pre-installation meeting with **CITY** representatives, as well as progress meetings as requested by the **CITY**.
18. **PROJECT SCHEDULE TIMELINE:** A project schedule timeline shall be provided by **CONTRACTOR** to **CITY** within 20 business days of contract execution.

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

A Phase-Based Work-Breakdown Structure (WBS) by resource shall be provided by **CONTRACTOR** to **CITY** within 20 business days of contract execution and shall include a decomposed project scope consisting of phases and deliverables, tasks, and component deadlines.

19. **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**.
20. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is Jessica Fust and the **CONTRACTOR's** designated liaison for this **AGREEMENT** is Lorri Nelson.
21. **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.
22. **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.
23. **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.



**24. 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**

**PETERSON QUALITY OFFICE**

\_\_\_\_\_  
**WILLIAM A. COLE,  
 MAYOR**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

\_\_\_\_\_  
**PRINT TITLE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**



## EXHIBIT A

### SCOPE OF WORK

All services to be rendered at

**Site Name:** Billings New City Hall

**Site Address:** 316 N 26<sup>th</sup> St., Billings, MT 59101

**Tax ID:** A00251

**Item:** FE&E Procurement and Installation

**Contract Documents:** All specifications and drawings in "Billings City Hall - Furniture Procurement Package" dated October 5, 2023, shall be considered part of the Contract documents.

Scope of Work included in this contract shall be limited to procurement and installation of the following items as described in the Project Manual consisting of 201 pages.

- Schedule 1: Workstations, Offices, Conference Tables, Lockers, Misc.
- Schedule 3: Task And Guest Seating
- Schedule 5: Glass Boards
- Alternate 1: Height Adjustable Desks
  - o Unit Price for HA-1 is \$473.90
  - o Unit Price for HA-2 is \$781.60
  - o Final quantity and type of Alternate 1: height adjustable desks shall be issued by the **CITY** as a Modification to this Agreement prior to ordering.



## 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 **360 OFFICE SOLUTIONS**, of 3676 Pierce Parkway, Billings, MT 59106 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE:** **CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of furniture procurement and installation of furniture, fixtures, and equipment (FF&E) and described in scope of work 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 30, 2024. The parties may extend this **AGREEMENT**, by mutual concurrence, for sixty (60) 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 seventy-nine thousand eight hundred seventy four dollars and forty-one cents (\$179,874.41) 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** 50% of the agreement amount within thirty days (30) of contract execution and



remainder at project completion after **CITY** acceptance. 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 final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

- A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.
- B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits,



damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.
- E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

#### **8. INSURANCE:**

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

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

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

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



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

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

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

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

**CONTRACTOR** shall furnish an approved Performance Bond in the amount of one hundred percent (100%) of the contract amount.

**9. PERMITTING AND INSPECTIONS:**

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

**10. EQUIPMENT AND MATERIALS CUSTODY:**

- A. **CITY** shall not be responsible for any FF&E until it is installed and accepted by the **CITY**.
- B. If FF&E go missing for any reason before they are installed and commissioned, they shall be replaced at no cost to **CITY**.
- C. All FF&E and materials shall be secured and stored by **CONTRACTOR** in a location approved by the **CITY** or offsite.
- D. If arrangements are made to store onsite **CITY** shall not be responsible for any missing items.
- E. **CITY** will not take delivery of any FF&E or materials.
- F. All FF&E and materials must be brought onsite by **CONTRACTOR**.

**11. FF&E AND MATERIALS INVENTORY:**



- A. A detailed inventory list shall be provided by **CONTRACTOR** to **CITY** upon **CONTRACTOR** mobilization or project commencement.
  - B. Inventory list to include material information (make, model, etc.), and quantity.
  - C. When an item is installed and commissioned it shall be deducted from the inventory list.
12. **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".
13. **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.
14. **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.

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  - 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.
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- A. First and last name;
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Accepted schedule formats are Gantt chart, network diagram, critical path diagram, or sequential flow chart.  
  
A Phase-Based Work-Breakdown Structure (WBS) by resource shall be provided by **CONTRACTOR** to **CITY** within 20 business days of contract execution and shall include a decomposed project scope consisting of phases and deliverables, tasks, and component deadlines.
19. **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**.
20. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is John Caterino and the **CONTRACTOR's** designated liaison for this **AGREEMENT** is Vic Shay.
21. **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.
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24. **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**

**360 OFFICE SOLUTIONS**

\_\_\_\_\_  
**WILLIAM A. COLE,  
MAYOR**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

\_\_\_\_\_  
**PRINT TITLE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**



## EXHIBIT A

### SCOPE OF WORK

All services to be rendered at

**Site Name:** Billings New City Hall

**Site Address:** 316 N 26<sup>th</sup> St., Billings, MT 59101

**Tax ID:** A00251

**Item:** FE&E Procurement and Installation

**Contract Documents:** All specifications and drawings in “Billings City Hall - Furniture Procurement Package” dated October 5, 2023, shall be considered part of the Contract documents.

Scope of Work included in this contract shall be limited to procurement and installation of the following items as described in the Project Manual consisting of 201 pages.

- Schedule 2: Lounge
- Schedule 4: Court Room Benches

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Purchase of 2024 12-Yard Dump Truck  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends the City Council approve the purchase of a 2024 12-yard Dump Truck from I-State Truck Center, including the warranty and trade-in, in the amount of \$156,730.

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

The purchase of the 2024 12-yard dump truck will replace an existing dump truck and is included in the FY24 Equipment Replacement Plan (ERP). The existing dump truck will be traded in. The 2024 12-yard dump truck was advertised on October 27 and November 3, 2023, in the Yellowstone County News and on the City's website. Bids were opened on November 7th and three bids were received. I-State Truck Center submitted the lowest bid, which included a warranty.

**ALTERNATIVES**

City Council may:

- Approve the purchase of the 2024 12-yard dump truck; or,
- Not approve the purchase and reject all bids. If the new dump truck is not purchased, the Public Works Department will be required to continue using the existing unit that is at or near the end of its useful life. Maintenance costs will increase and reliability will decrease.

**FISCAL EFFECTS**

The following bids were received:

| Vendor                                      | Trade-In Allowance | Base Bid Minus Trade | 3-Year Warranty | 4-Year Warranty | 5-Year Warranty | Base Bid Minus Trade with 5-Year Warranty |
|---------------------------------------------|--------------------|----------------------|-----------------|-----------------|-----------------|-------------------------------------------|
| I-State Truck Center                        | \$12,500           | \$152,550.00         | N/A             | N/A             | \$4,180.00      | \$156,730.00                              |
| I-State Truck Center (different body style) | \$12,500           | \$155,550.00         | N/A             | N/A             | N/A             | \$155,550.00                              |
| Tri-State Truck                             | \$25,000           | \$170,673.80         | N/A             | N/A             | N/A             | \$170,673.80                              |

The 2024 12-yard dump truck was budgeted in FY24 using water and wastewater funds. There is sufficient budget available for this purchase.

**City Council Regular**

**Date:** 11/27/2023  
**Title:** W.O. 23-96: Water Treatment Plant Intake #2 Catwalk Renovations, Professional Services Contract  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Template Contract  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council approve the Professional Services Contract with AE2S for W.O. 23-96: Water Treatment Plant Intake #2 Catwalk Renovations, in the amount of \$504,700.

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

The City of Billings Water Treatment Plant (WTP) has two intakes to obtain water from the Yellowstone River. Intake #1 is the primary intake. Intake #2, located slightly upstream and closer to the middle of the river, is a redundant intake, but still serves as a critical asset to the City's water treatment process.

Intake #2 includes a catwalk bridge structure that provides a walkway spanning from Low Service Pump Station #2 (LSPS2) to the Intake #2 structure. In addition to providing a walkway surface above the river, the bridge carries conduit and piping for the Intake #2 electrical, natural gas, and air requirements. The three-span steel bridge structure is composed of a concrete slab supported by steel beams. The bridge has intermediate support from two concrete piers located in the river and is supported on the ends by a pump station and the Intake #2 building structure. Along the walking surface, the structure has railing constructed from steel angles and flat plate.

The bridge structure has sustained damage multiple times since its initial construction in 1954, with some repairs implemented over time. During the spring of 2022, the Yellowstone River experienced an unprecedented 500-year flood event that caused significant damages to Intake #2. The incident resulted in structural damage to the existing catwalk, flooding of the building, and impairments to the guard rail, electrical and gas lines, and process air piping. The 2022 event caused the Intake Structure to be unsafe for operations, requiring extensive repairs to re-establish a safe raw water intake system for the WTP.

AE2S completed an assessment of the damages sustained by Intake #2. The assessment detailed some specific damages including cracks and spalling on the support piers; flaking of the exterior coatings on the structural steel members of the catwalk, spalling in multiple locations on the concrete bridge deck; various sections of the guard rail exhibiting bending, shearing, or other forms of damage; and conduits and process piping being bent, sheared, or otherwise damaged.

The proposed repairs entail elevating the catwalk by four feet and modifying the intake structure accordingly. The existing catwalk deck and building will be removed. One alternative for mitigation is to extend the existing piers and building foundation to the new elevation. The piers and foundation will be evaluated for structural competence. Another alternative to be investigated involves a clear-span bridge. A new building will be constructed at the raised elevation, serving as the replacement for the demolished Intake #2 building. New structural steel and decking will be installed for the elevated catwalk, and galvanized steel stairs will be installed to access the higher catwalk.

A claim has been filed with the City's insurance to cover costs related to repairing and/or replacing elements to pre-flood conditions. The City has also been coordinating with FEMA to help offset additional costs related to the mitigation improvements. The City will be responsible for approximately 25% of the additional mitigation costs and the deductible.

This contract provides professional services, including engineering evaluation, permit acquisition, design, bidding services, and coordination with insurance adjusters and FEMA. The consultant will create two design and bid packages: 1) A base bid that will repair and replace the structures to re-establish pre-flood conditions; these costs will be mostly covered by insurance claim payments; and 2) an alternate bid that will raise the elevation of the Intake #2 catwalk and structure; 75% of these additional mitigation costs will be covered by FEMA funds, and the remaining costs covered by the City. A contract amendment with AE2S will be used to add construction contract administration

and inspection after it is determined what construction alternative will be constructed.

The City requested proposals for professional engineering services from nine prequalified firms that were shortlisted from the established Statement of Qualifications. Proposals were received from AE2S, DOWL, HDR, IMEG, Coffmann Engineers, and KLJ. AE2S was selected for the project using the proposal process. The consultant selection was based on Project Team and Availability, Project Approach, and Firm Qualifications and Experience related to the project needs.

## **ALTERNATIVES**

City Council may:

- Approve award of a Professional Services Contract to AE2S for \$504,700; or
- Not approve a contract with AE2S. If this agreement is not approved, this work will likely be delayed beyond the deadline established by the City's insurance company to be eligible for full reimbursement. It will also delay the necessary repairs, which would result Intake #2 continuing to be out of service and the City not having a redundant water intake.

## **FISCAL EFFECTS**

The contract amount of \$504,700 is funded with insurance claim payments, FEMA reimbursement, and Water Funds. The Water Funds will be established by an approved budget amendment, which will be determined following agreement of payment from our insurance company and FEMA. Also, part of the FEMA benefit includes paying 75% of the City's insurance deductible and 75% of the mitigation not covered by insurance, which will lower the City's overall fiscal responsibility. The budget amendment will include engineering design and construction services.

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## **Attachments**

WO 23-96 Professional Services Agreement

# Contract for Professional Architectural and Engineering Services

W.O. 23-96

## Water Treatment Plant Intake #2 Renovations

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In consideration of the mutual promises herein, City of Billings and Advanced Engineering and Environmental Services, LLC (AE2S) 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 9 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 Contractor);

Appendix D consisting of 1 page (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 2 pages (Certificate(s) of Insurance); and

### PART I SPECIAL PROVISIONS

#### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means Advanced Engineering and Environmental Services, LLC (AE2S).

#### 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; CD, DVD, or flash drive 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.

- E. If required, the Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

### Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on June 30, 2025.

### Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

## Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.
  - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  - 3. Commercial automobile liability -- \$1,500,000 per accident.
  - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

## Section 8. Assignments.

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

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

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

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

Section 10. Notices.

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

Billings: Will Robbins  
City of Billings  
Public Works/Engineering  
2224 Montana Avenue  
Billings, Montana 59101  
e-mail: [robbinsw@billingsmt.gov](mailto:robbinsw@billingsmt.gov)  
FAX: (406) 237-6291

Contractor: David Carlson, PE  
AE2S  
2624 Minnesota Ave.  
Billings, MT 59101  
e-mail: [David.Carlson@AE2S.com](mailto:David.Carlson@AE2S.com)  
FAX: (701)-746-8087

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 as 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 CFR 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.

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: David Carlson, Operations Manager  
(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 arising from this Contract shall be brought in the District Court for the Thirteenth Judicial District of the State of Montana, Billings. The law of the State of Montana shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with 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**

**Advanced Engineering and Environmental Services, LLC**

\_\_\_\_\_  
William A. Cole, Mayor

\_\_\_\_\_

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

Name: Brian Bergantine

Title: Operations Director

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

ATTEST:

IRS Tax ID # 45-0422908

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

APPROVED AS TO FORM:

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

By \_\_\_\_\_

City Attorney

## **Appendix A**

### **Basic Services of Engineer**

#### **W.O. 23-96 Water Treatment Plant Intake #2 Catwalk Renovations**

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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 David Carlson working under the Operations Director, Brian Bergantine.

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 Will Robbins, working under the City Engineer, Mac Fogelsong.

Section 3. Scope of Work.

The City of Billings Water Treatment Plant (WTP) has two intakes to obtain water from the Yellowstone River. Intake #1 is the primary intake. Intake #2, located upstream and more out in the middle of the river, is a redundant intake, but still serves as a critical asset to the City's water treatment process.

Intake #2 includes a catwalk bridge structure that provides a walkway spanning from the Low Service Pump Station (LSPS) to the Intake #2 structure. In addition to providing a walkway surface above the river, the bridge carries conduit and piping for the Intake #2 electrical, gas, and air requirements. The three-span steel bridge structure is composed of a concrete slab supported from steel wide-flange beams. The bridge has intermediate support from two concrete piers and is supported on the ends by the LSPS and the Intake #2 building structure. Along the walking surface, the structure has guard railing constructed from steel angles and flat plate.

The bridge structure has sustained damage multiple times since initial construction, but in the spring of 2022, the Yellowstone River experienced an unprecedented 500-year flood event that caused significant damages to Intake #2. The incident resulted in structural damage to the existing catwalk, building flooding, and impairments to the guard rail, electrical and gas lines, and process air piping. This historical flood event caused the Intake Structure to be unsafe for operations, requiring extensive repairs to re-establish a safe redundant raw water intake system for the WTP.

AE2S completed a comprehensive assessment of the damages sustained by Intake #2. This report detailed some specific damages including cracks and spalling on the support piers; flaking of the exterior coatings on the structural steel members of the catwalk, leading to the formation of rust; spalling in multiple locations on the concrete bridge deck; various sections of the guard rail exhibiting bending, shearing, or other forms of damage; and conduits and process piping being bent, sheared, or otherwise damaged.

The proposed repairs entail elevating the catwalk by four feet and modifying the intake structure accordingly. For one alternative: The existing catwalk deck and building will be removed. The existing piers and building foundation will be extended to the new elevation. A new block building will be constructed at the raised elevation, serving as the replacement for the demolished Intake #2 building. New structural steel and decking will be installed for the elevated catwalk, and galvanized steel stairs will be installed to access the higher catwalk. Other alternatives may also be investigated and/or pursued.

## **Scope of Services:**

Obtaining the requisite permits is of paramount importance to this project, as they serve as the regulatory foundation and provide the necessary approvals and licenses for work to proceed. The tasks identified in the following sections will help form a comprehensive framework that not only facilitates the catwalk repair process but also upholds standards of safety, legality, and compliance with local, state, and federal regulations.

## **Phase 020: Permitting Assistance**

### *Services*

- Project Management
  - o Coordinate with City project manager and project team to provide regular updates on project progress, schedule, and budget for this project phase.
- Permit Applications
  - o Review agency requirements and coordinate with regulatory agencies and City prior to permit application submittals.
  - o Submit necessary regulatory permits and licenses for compliance with various authorities and respond to comments from regulatory agency staff.
    - US COE 404 Section 10: Assist City in securing authorization from the U.S. Army Corps of Engineers (US COE) for activities affecting navigable waters.
    - DNRC Navigable Rivers Land License: Assist City in acquiring a license from the Department of Natural Resources and Conservation (DNRC) for activities along navigable rivers.
    - Yellowstone River Conservation District 310 Permit: Assist City in obtaining a permit from the Yellowstone River Conservation District for activities impacting water resources.
    - County FEMA Floodplain Permit: Prepare County floodplain permit application for work in the floodway
    - City FEMA Floodplain Permit: Prepare City floodplain permit application for work in the floodplain
    - DEQ 401 Water Quality Certification/318 Authorization: Assist City in obtaining certification and authorization from the Department of Environmental Quality (DEQ) for water quality compliance.
    - DNRC Stormwater Construction General Permit: Assist in obtaining a permit from the DNRC for stormwater management during construction.
    - City and/or State Building Division Review Permit: Discuss and review approval requirements for compliance with building codes with the City and/or State Building Division. Assist City in obtaining all applicable building permits.
    - Assist City in obtaining any other permits that may be found to be necessary during the design/bidding process.
  - o Respond to agency comments.

- FEMA No-Rise Analysis
  - o Conduct an analysis to confirm and document that the proposed project alternatives create a “no rise” condition. Three scenarios will be reviewed including:
    - Permanent catwalk replace in-kind design (Base Bid)
    - Permanent resiliency improvements design (Alternate Bid), including freespan option, if selected.
    - Temporary construction works (both Base and Alternate Bids)
- FEMA No-Rise Report
  - o Prepare report documenting no rise analysis to support City/County floodplain permit application(s).
- Reviews & Coordination with City
  - o Collaborate with City of Billings authorities to ensure compliance and address any concerns or requirements.
- Reviews & Coordination with State
  - o Conduct reviews and coordinate with state agencies to meet State regulatory standards.
- Reviews & Coordination with City/County Floodplain
  - o Coordinate with City/County authorities regarding floodplain regulations and compliance.
- Reviews & Coordination with Awarded Contractor
  - o Coordination with the contracted construction team to transfer permits to contractor as needed.

#### *Deliverables*

- Listed permit applications
- Informal responses to agency comments

#### *Key Assumptions*

- The proposed project creates a “no rise condition”.
- Responding to agency comments will require less than 20 hours total.
- No detailed cost benefit analysis required by FEMA.

### **Phase 030: Preliminary Design**

#### *Services*

- Project Management
  - o Coordinate with City project manager and project team to provide regular updates on project progress, schedule, and budget for this project phase.
- Meetings and Workshops
  - o Kickoff Meeting / Site Visit
    - Commence the project with an initial meeting and on-site assessment.

- Operations Resiliency Workshop
  - Address strategies to enhance the system's operational resilience.
- 30% Design Alternatives Workshop
  - Explore design alternatives and options at the 30% completion stage.
- Final Alternate Selection Workshop
  - Discuss and evaluate the alternate final design.
- FEMA/Insurance Review Meeting
  - Evaluate compliance with FEMA standards and insurance requirements.
- Preliminary Design Conceptual Development (15% Design - Base Bid & Alternatives)
  - Base Bid
    - Develop the foundational design at the 15% completion stage.
  - Raised Catwalk Sections
    - Design sections of the catwalk raised to a higher elevation, also at 15% completion.
  - Free Span Option
    - Design sections of the catwalk without supports at 15% completion.
  - Geotechnical evaluation – Pending the results of an underwater evaluation of the structural members.
  - Coordination with underwater dive contractor (contracted separately with City) for sub-surface investigation.
  - Process Improvements - Raw Water Sampling, Air Scour, Valves, Relocate LSPS Air Scour to Intake #2 Building
    - Incorporate improvements related to raw water processes at 15% completion.
  - Building Alternatives (Masonry, Precast, Sunshade)
    - Explore alternative building materials and features at 15% completion.
- Preliminary Design Drawings
  - Create initial design drawings for review and evaluation consistent with a 30% completion design level.
- Recommendations Evaluation (Life Cycle, O&M, Construction Costs, etc.)
  - Assess recommendations based on factors like life cycle, operation and maintenance (O&M), and construction costs.
  - Consider simplified Kepner-Tregoe (KT) problem-solving methodology to help identify, prioritize, and evaluate potential solutions based on their feasibility, desirability, and potential impact.
- Constructability:
  - Evaluate the feasibility and ease of construction for the proposed preliminary designs.
- Cost Estimating:
  - Determine the projected costs associated with the proposed designs.

### *Deliverables*

- Preliminary Design Drawings
- Meeting Workshop Agenda, minutes, slides, action items
- Construction Cost Estimates

### **Phase 031: Geotechnical**

#### *Services*

- Geotechnical evaluation, pending the results of underwater inspection of structural members and requirements of clear-span option.

### *Deliverables*

- Geotechnical report, if necessary

### *Key Assumptions*

- A contract amendment may be required if an extensive geotechnical evaluation is required.

### **Phase 040: Final Design – Base Bid**

#### *Services*

- Project Management
  - o Coordinate with City project manager and project team to provide regular updates on project progress, schedule, and budget for this project phase.
- Data Collection and Baseline Modeling
  - o Gather comprehensive data on the existing catwalk, intake structure, LSPS #2, and surrounding area.
  - o Coordinate underwater dive inspection of catwalk piers and intake foundation with diving contractor (contracted separately and directly with City).
- Final Design of Structural, Process, Civil, and Electrical installation of improvements needed to restore catwalk to pre-loss condition, including plans and specifications.
  - o Included in the design tasks, including drawings and technical specifications related to:
    - Temporary Construction Works including:
      - Install and removal of a temporary work bridge
      - Minor erosion and sediment/SWPPP requirements
    - Structural Improvements including:
      - Removal of damaged catwalk bridge
      - Rehabilitation of existing piers
      - Replacement of the catwalk bridge (rehabilitated or new)
      - Replacement of catwalk handrails and damaged section around intake building

- Process Improvements including:
    - Replacement of existing air scour lines
  - Electrical Improvements including:
    - Replacement of damaged conduits
    - New electrical conductor wire(s) from Lighting Panels
  - Architectural and HVAC Improvements including:
    - Repairing minor brick spalling and restoring minor façade damage
- Generate One (1) Bid Package
  - Prepare a comprehensive bid package, including all relevant technical information and specifications (EJCDC based technical and front-end specifications with City mods).
- Update Opinions of Probable Project Costs
  - Continuously update and refine opinions of probable cost for entire project (process, structural, electrical, civil, mechanical, etc.).
- Conduct Design Review Milestone Meetings
  - 75% Design Review Meeting
    - Evaluate progress and gather feedback at the 75% design completion milestone
  - 95% Design Review Meeting
    - Assess progress and gather input at the 95% design completion milestone
  - 100% Design Review Meeting
    - Finalize design details and obtain final approvals at the 100% design completion milestone

#### *Deliverables*

- 75%, 95%, & 100% design milestone plans and specifications
- Opinion of Probable Costs for entire project, including adjustment to 2022 dollars
- Project Manual

#### *Key Assumptions*

- City to provide asbestos testing, no mitigation currently anticipated
- Completed concurrently with alternate design work
- No improvements required to update facility to current building codes (i.e. ADA, insulation/energy conservation)

### **Phase 041: Final Design – Alternate Bid**

#### *Services*

- Project Management
  - Coordinate with City project manager and project team to provide regular updates on project progress, schedule, and budget for this project phase.

- Final Design of Structural, Process, Civil, and Electrical installation of improvements needed to improve the catwalk consisting of raised catwalk and new intake building, including plans and specifications.
- Included in the design tasks:
  - Temporary Construction Works including:
    - Install and removal of a temporary work bridge
    - Minor erosion and sediment/SWPPP requirements
  - Structural Improvements including:
    - Removal of damaged catwalk bridge
    - Rehabilitation or removal of existing piers
    - Raised Piers (if that's the chosen alternative) to support new catwalk
    - Replacement of catwalk handrails, staircases, and support structures for utilities
    - Intake building floor addition
    - If clear-span option is chosen, confirm/enhance support capability of end points
  - Process Improvements including:
    - Raw water sampling station improvements
    - Gate actuator modifications (as needed to accommodate new building elevation)
  - Electrical Improvements including:
    - New electrical conductor wire(s) from Lighting Panels
    - New exterior lighting for catwalk & interior lighting inside new building
    - New electric unit heater(s) inside new building
  - Architectural and HVAC Improvements including:
    - Demolition of existing building
    - New precast exterior intake building at new raised elevation with similar features as the existing building
    - Minor building ventilation system
    - Roof drain system as needed, with outspout to river
- Conducted Concurrently with Base Bid
  - Generate one (1) bid package (EJCDC based technical and front end specifications with City mods).
  - Provide project management to monitor budget and schedule and keep Client informed of project progress.
  - Update opinion of probable cost for entire project (process, structural, electrical, civil, mechanical, etc.).
  - Conduct three (3) design review meetings with the City at 75%, 95%, and 100% milestones, meetings held concurrent with Base Bid Meetings.

### *Deliverables*

- 75%, 95%, & 100% design milestone plans and specifications
- Opinion of Probable Costs for entire project
- Project Manual

### *Key Assumptions*

- City to provide asbestos testing, no mitigation currently anticipated.
- Pending results of evaluation to relocate LSPS air scour blower equipment, contract amendment may be pursued.
- Completed concurrently with base bid design work.
- Minor building code updates, but no fire suppression or additional ingress/egress will be required.
- Anticipated two building code variance submittals; egress and roof drain to river.
- If free span option is selected, design amendment may be pursued for additional structural.

## **Phase 050: Bidding Phase**

### *Services*

- Conduct one (1) onsite Pre-Bid Conference.
- Prepare electronic Contractor Bid Set(s).
- Field questions from bidders and prepare Addenda, as needed.
- Review bids submitted, prepare recommendation(s) of award.

### *Deliverables*

- Bidding Sets and addenda (1 hard copy, 1 electronic)
- Bid Tabs, Recommendations of Bid Award
- Construction Contract Document (1 hard copy, 1 electronic)

### *Key Assumptions*

- City to conduct bid opening.
- Base Bid & Alternate Bid are bid together as 1 package.

## **Construction Phase**

### *Services*

- To Be Determined (would be covered by future amendment) depending on bid alternative chosen—Base Bid or Alternate Bid.

## Appendix B

### Methods and Times of Payment

#### W.O. 23-96 Water Treatment Plant Intake #2 Catwalk Renovations

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

|                                          |                   |
|------------------------------------------|-------------------|
| Phase 020 – Permitting Assistance        | \$ 48,900         |
| Phase 030 – Preliminary Design           | \$116,900         |
| Phase 031 – Geotechnical Services        | \$ 20,000         |
| Phase 040 – Final Design (Base Bid)      | \$134,600         |
| Phase 041 – Final Design (Alternate Bid) | \$166,100         |
| <u>Phase 050 – Bidding Services</u>      | <u>\$ 18,200</u>  |
| <b>TOTAL</b>                             | <b>\$ 504,700</b> |

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

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

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

##### Section 3. Corrections.

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

#### Section 4. Fee Increases

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

## **Appendix C**

### **Additional Services of Engineer**

**W.O. 23-96**

### **Water Treatment Plant Intake #2 Catwalk Renovations**

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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

W.O. 23-96

### Water Treatment Plant Intake #2 Catwalk Renovations

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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.

### **ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC** **2024 HOURLY FEE AND EXPENSE SCHEDULE**

#### Labor Rates\*

|                          |          |
|--------------------------|----------|
| Engineering Assistant 1  | \$88.00  |
| Engineering Assistant 2  | \$103.00 |
| Engineering Assistant 3  | \$130.00 |
| Engineer 1               | \$140.00 |
| Engineer 2               | \$168.00 |
| Engineer 3               | \$197.00 |
| Engineer 4               | \$228.00 |
| Engineer 5               | \$244.00 |
|                          |          |
| Engineering Technician 1 | \$87.00  |
| Engineering Technician 2 | \$109.00 |
| Engineering Technician 3 | \$131.00 |
| Engineering Technician 4 | \$146.00 |
| Engineering Technician 5 | \$167.00 |

#### Reimbursable Expense Rates

|                            |             |
|----------------------------|-------------|
| Transportation             | \$0.75/mile |
| Outside Services           | cost *1.15  |
| Geotechnical Services      | cost *1.30  |
| Out of Pocket Expenses     | cost*1.15   |
| Project Specific Equipment | Negotiable  |

\* Position titles are for labor rate grade purposes only.

These rates are estimated, and subject to adjustment each year on January 1.

**Appendix E**  
**Project Schedule**  
**W.O. 23-96**  
**Water Treatment Plant Intake #2 Catwalk Renovations**

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Based on a notice to proceed by Billings no later than December 4, 2023, the completion dates for the Engineer's work shall be:

1. Kickoff Workshop – early December, 2023
2. Resiliency Improvements Workshop – late December, 2023
3. 15% Preliminary Alternatives Cost Estimate Reviews – December 31, 2023
4. 75% Design Review – February, 2024
5. 95% Design Review – March, 2024
6. 100% Final Plans and Specification – March 31, 2024
7. Bidding Advertisement – April, 2024
8. Council Award – May, 2024
9. Estimated Construction Period – July, 2024 to April, 2025

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**

**W.O. 23-96**

**Water Treatment Plant Intake #2 Catwalk Renovations**

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Attach Certificate(s) of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2023

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).

|                                                                                                                                    |                                                                                                                                                              |                                      |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>PRODUCER</b><br>Willis Towers Watson Midwest, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA     | <b>CONTACT NAME:</b> Willis Towers Watson Certificate Center<br><b>PHONE (A/C No. Ext):</b> 1-877-945-7378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com | <b>FAX (A/C, No):</b> 1-888-467-2378 |
|                                                                                                                                    | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                         |                                      |
| <b>INSURED</b><br>Advanced Engineering and Environmental Services, LLC<br>4050 Gardenview Dr<br>Suite 200<br>Grand Forks, ND 58201 | <b>INSURER A:</b> Continental Casualty Company<br><b>NAIC #</b> 20443                                                                                        |                                      |
|                                                                                                                                    | <b>INSURER B:</b> Continental Insurance Company<br><b>NAIC #</b> 35289                                                                                       |                                      |
|                                                                                                                                    | <b>INSURER C:</b> Lexington Insurance Company<br><b>NAIC #</b> 19437                                                                                         |                                      |
|                                                                                                                                    | <b>INSURER D:</b>                                                                                                                                            |                                      |
|                                                                                                                                    | <b>INSURER E:</b>                                                                                                                                            |                                      |
|                                                                                                                                    | <b>INSURER F:</b>                                                                                                                                            |                                      |

**COVERAGES**

CERTIFICATE NUMBER: W30798781

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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 7015548497    | 10/04/2023              | 10/04/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                         | Y         | Y        | 7015548709    | 10/04/2023              | 10/04/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                        | Y         |          | 7015550752    | 10/04/2023              | 10/04/2024              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                    |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y/N       | N/A      | 7015548337    | 10/04/2023              | 10/04/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                  |
| C        | Professional Liability                                                                                                                                                                                                                                                                                                     |           |          | 031565569     | 10/04/2023              | 10/04/2024              | Per Claim \$2,000,000<br>Aggregate \$2,000,000                                                                                                                                                                                            |


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

Re: P05081-2023-004 - W.O. 23-96 Billings WTP Intake #2 Catwalk Repairs.

City of Billings is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability and Auto Liability.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                       |                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Billings<br>PO Box 1178<br>Billings, MT 59103 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**City Council Regular**

**Date:** 11/27/2023  
**Title:** Approval of Collective Bargaining Agreement with IAFF - Local 521  
**Presented by:** Karla Stanton, Human Resources Director  
**Department:** Human Resources  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

The City Council is being asked to approve the agreement for the renewal of the Collective Bargaining Agreement (CBA) between the International Association of Firefighters (IAFF) - Local 521 and the City of Billings. The contract was approved by Local 521 on October 4 and 5. If approved by City Council, then the contract will be effective July 1, 2023, through June 30, 2026.

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

The contract was tentatively approved by City Council on June 12, 2023. However, Firefighters did not approve that tentative agreement, and after reallocation of wages to various Fire positions another vote was taken and was approved on October 4 and 5, 2023. The reallocation of wages did not cost the City any additional funds from the initial City Council approval. In addition, the initial CBA language changes approved on June 12, 2023, by City Council remained unchanged except the following relating to Article VI, Special Certification Pay, subsection g.:

(1) New Fire Instructors shall hold an IFSAC/Proboard Fire Instructor 1 to receive Instructor Certification pay. Current instructors as of June 30, 2023, shall be allowed to continue receiving instructor certification pay until such a time the department offers certification class for IFSAC/Proboard Fire Instructor 1. The course availability will be discussed at JLMC.

(2) Team coordinators approved by the fire chief shall be recognized for a third certification while serving as team lead.

h. Beginning July 1, 2025 -- Certification pay shall increase to \$100 per certification (up to \$200 for (2) certifications). AEMT shall count as 1 certification upon approval of Assistant Chief of EMS.

Even though the costs of implementing the contract remained unchanged, staff decided to err on the side of caution, and bring this forward to City Council for final approval. In addition, please see the attached June 12, 2023, City Council Staff Memo for additional details.

**ALTERNATIVES**

City Council may:

- Approve the proposed contract containing changes to pay by firefighter positions (Exhibit A) from your initial approval on June 12, 2023;
- Deny approval of the contract, forcing negotiations to resume.

Staff recommends the City Council approve the collective bargaining agreement between Local 521-IAFF and the City of Billings, effective July 1, 2023.

**FISCAL EFFECTS**

The costs of implementing this contract are the same as approved on June 12, 2023, and may be referenced in the attached June 12, 2023, City Council staff memo. The pay matrix that was tentatively approved on June 12, 2023, is also attached.

IAFF - Local 521 CBA  
6/12/23 Council Memo  
June 12, 2023 Exhibit A - Not agreed to

**AGREEMENT**

**LOCAL 521 IAFF**

**AND**

**CITY OF BILLINGS**

**EFFECTIVE DATES**

**JULY 1, 2023 - JUNE 30, 2026**

# Contents

|                                                                         |                  |
|-------------------------------------------------------------------------|------------------|
| <b><u>P R E A M B L E .....</u></b>                                     | <b><u>4</u></b>  |
| <b><u>ARTICLE I - RECOGNITION.....</u></b>                              | <b><u>4</u></b>  |
| <b><u>ARTICLE II – MANAGEMENT RIGHTS .....</u></b>                      | <b><u>4</u></b>  |
| <b><u>ARTICLE III – GRIEVANCE &amp; ARBITRATION PROCEDURES.....</u></b> | <b><u>4</u></b>  |
| <b><u>ARTICLE IV - NON-DISCRIMINATION .....</u></b>                     | <b><u>6</u></b>  |
| <b><u>ARTICLE V - DUES ASSIGNMENT .....</u></b>                         | <b><u>7</u></b>  |
| <b><u>ARTICLE VI - HOURS OF WORK AND COMPENSATION .....</u></b>         | <b><u>7</u></b>  |
| <b>A. WORK SCHEDULE.....</b>                                            | <b>7</b>         |
| <b>B. COMPENSATION.....</b>                                             | <b>8</b>         |
| <b>C. OVERTIME PAY.....</b>                                             | <b>9</b>         |
| <b>D. CALL BACK PAY .....</b>                                           | <b>9</b>         |
| <b>E. STANDBY TIME.....</b>                                             | <b>9</b>         |
| <b>F. NO PYRAMIDING .....</b>                                           | <b>9</b>         |
| <b>G. LONGEVITY PAY.....</b>                                            | <b>10</b>        |
| <b>H. HIGHER CLASSIFICATION PAY.....</b>                                | <b>10</b>        |
| <b>I. SPECIAL ASSIGNMENT PAY .....</b>                                  | <b>10</b>        |
| <b>J. SPECIAL CERTIFICATION PAY.....</b>                                | <b>11</b>        |
| <b>K. DEPUTY FIRE MARSHAL INCENTIVE PAY PLAN .....</b>                  | <b>12</b>        |
| <b>L. ASSISTANT TRAINING/EMS CHIEF .....</b>                            | <b>12</b>        |
| <b>M. COMPENSATION DURING LIGHT DUTY ASSIGNMENTS.....</b>               | <b>13</b>        |
| <b>N. TRAINING .....</b>                                                | <b>13</b>        |
| <b>O. MOBILE RESPONSE TEAMS (MRT)- .....</b>                            | <b>13</b>        |
| <b><u>ARTICLE VII - FRINGE BENEFITS .....</u></b>                       | <b><u>13</u></b> |
| <b>A. LEAVES.....</b>                                                   | <b>13</b>        |
| 1. VACATION LEAVE .....                                                 | 13               |
| 2. HOLIDAYS .....                                                       | 15               |
| 3. SICK LEAVE .....                                                     | 16               |
| 4. FAMILY LEAVE .....                                                   | 17               |
| 5. FUNERAL LEAVE .....                                                  | 18               |
| 6. UNSCHEDULED LEAVE.....                                               | 18               |
| 7. JURY SERVICE AND SUBPOENA.....                                       | 18               |
| 8. MILITARY LEAVE .....                                                 | 18               |
| 9. LEAVE WITHOUT PAY .....                                              | 19               |
| 10. GENERAL PROVISIONS.....                                             | 19               |
| 11. ATTENDANCE INCENTIVE .....                                          | 19               |
| <b>B. INSURANCE(S) .....</b>                                            | <b>19</b>        |
| <b>C. ON DUTY INJURY LEAVE.....</b>                                     | <b>21</b>        |
| <b>D. EDUCATION BENEFITS .....</b>                                      | <b>21</b>        |
| <b>E. DEFERRED COMPENSATION.....</b>                                    | <b>22</b>        |
| <b><u>ARTICLE VIII - WORKING CONDITIONS.....</u></b>                    | <b><u>22</u></b> |

|                                                              |    |
|--------------------------------------------------------------|----|
| A. LAYOFFS .....                                             | 22 |
| B. ASSOCIATION BULLETIN BOARDS .....                         | 22 |
| C. SHIFT TRADING.....                                        | 23 |
| D. UNIFORM ALLOWANCE.....                                    | 23 |
| E. PHYSICAL EXAMINATIONS.....                                | 23 |
| F. GENERAL PROVISIONS .....                                  | 24 |
| G. JUST CAUSE .....                                          | 24 |
| H. BUSINESS BY UNION REPRESENTATIVES .....                   | 25 |
| I. JOB POSTING NOTIFICATION .....                            | 25 |
| J. PROMOTIONAL PRIORITY PROCEDURE – .....                    | 25 |
| K. FORFEITURE OF VEHICLE AND MAINTENANCE WORK.....           | 29 |
| L. RANDOM DRUG/ALCOHOL AND REASONABLE SUSPICION POLICY ..... | 29 |
| M. TOBACCO .....                                             | 30 |
| N. VOLUNTARY PHYSICAL FITNESS PROGRAM – PACK TEST: .....     | 30 |

**ARTICLE IX - ASSOCIATION MANAGEMENT COMMITTEES ..... 31**

|                                                       |    |
|-------------------------------------------------------|----|
| A. JOINT LABOR MANAGEMENT COMMITTEE.....              | 31 |
| B. PROMOTION COMMITTEE .....                          | 31 |
| C. OFFICER DEVELOPMENT PROGRAM COMMITTEE .....        | 31 |
| D. ENGINEER DEVELOPMENT PROGRAM (EDP) COMMITTEE ..... | 31 |

**ARTICLE X – CRISIS RESPONSE UNIT (CRU) ..... 31**

|                                     |    |
|-------------------------------------|----|
| A. WORK SCHEDULE.....               | 32 |
| B. COMPENSATION.....                | 32 |
| C. OVERTIME PAY.....                | 32 |
| D. VACATION LEAVE .....             | 32 |
| E. HOLIDAYS .....                   | 33 |
| F. SHIFT TRADING.....               | 33 |
| G. PRE-EMPLOYMENT PHYSICAL .....    | 33 |
| H. PENSION .....                    | 33 |
| I. PROBATIONARY PERIOD .....        | 33 |
| J. CRU REQUIRED CERTIFICATIONS..... | 33 |

**ARTICLE XI - CITY SECURITY..... 33**

**ARTICLE XII - TERMS OF AGREEMENT AND NEGOTIATIONS..... 34**

**IAFF - LOCAL 521 RANDOM DRUG/ALCOHOL AND REASONABLE SUSPICION POLICY ..... 38**

## P R E A M B L E

THIS AGREEMENT is made and entered into, by and between the CITY OF BILLINGS, Montana, hereinafter referred to as "EMPLOYER", and LOCAL 521 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "ASSOCIATION", for the purpose of promoting and improving understanding between the EMPLOYER, its employees and the ASSOCIATION, relative to: Employer-employee relations, standards of wages, hours and other conditions of employment, and to provide a means of amicable and equitable adjustment of differences or grievances which may arise within the terms contained herein.

### ARTICLE I - RECOGNITION

The EMPLOYER recognizes the ASSOCIATION as the exclusive bargaining agent for all employees of the Billings Fire Department, except the Fire Chief, Assistant Fire Chiefs, and administrative support employees.

### ARTICLE II – MANAGEMENT RIGHTS

- A. The ASSOCIATION recognizes the prerogative of the CITY to operate its affairs in all respects in accordance with its responsibilities, and the powers or authority which the CITY has not officially abridged, delegated or modified by this Agreement are retained by the CITY, and in such areas as, but not limited to the following, to- wit:
1. Directing employees;
  2. Hiring, promoting, transferring, assigning, and retaining employees;
  3. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
  4. Maintaining the efficiency of government operations;
  5. Determining the methods, means, job classifications, organization, and personnel by which operations of the City of Billings Fire Department are to be conducted;
  6. Taking whatever actions that may be necessary to carry out the mission of the City of Billings Fire Department in situations of emergency;
  7. Establishing the methods and processes by which work is to be performed;
  8. Establishing reasonable work rules;
  9. Scheduling overtime work as required, in a manner most advantageous to the City Fire Department and consistent with requirements.
- B. The ASSOCIATION recognizes that the EMPLOYER has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the EMPLOYER. The right to contract or subcontract shall not be used for the purpose or intention of undermining the ASSOCIATION, nor to discriminate against any of its members.

### ARTICLE III – GRIEVANCE & ARBITRATION PROCEDURES

- A. This article does not apply to initial probationary firefighters.
- B. A grievance is defined as a dispute, or a difference in interpretation between an employee, or the ASSOCIATION and the EMPLOYER involving wages, hours, and all conditions of employment which are expressly provided by this contract.
- C. The ASSOCIATION shall certify in writing to the EMPLOYER the names of all employees or others authorized to represent the ASSOCIATION in this procedure. For the purpose of this Article, persons authorized to represent the ASSOCIATION shall be known as "Stewards." A Steward may process grievances during regular working hours without loss of regular pay subject to the approval of the Fire Chief. Union representatives from the Council or International level may be called in to assist at any step during the grievance.
- D. Departure from the established procedure, unless mutually waived by both parties:
  - 1. By the ASSOCIATION or any person represented by the ASSOCIATION shall automatically nullify any further recourse through this procedure for the grievance.
  - 2. By the EMPLOYER shall automatically place the grievance in the following step:
- E. Procedure:
  - 1. STEP 1:
    - a. In the event an employee covered by this Agreement shall have a grievance, he shall notify in writing the Fire Chief and the ASSOCIATION within ten (10) business days of the grievance's occurrence. The ASSOCIATION shall investigate the grievance and, within twenty (20) business days of the receipt of the grievance, may present a grievance to the Fire Chief for resolution. The grievance shall be presented in written form containing as a minimum, the following information:
      - (1) The name of the grievant(s)
      - (2) The date(s) of the grievance
      - (3) The nature of the grievance
      - (4) The terms of the Agreement in dispute
      - (5) The adjustment sought.
    - b. The Fire Chief may request a meeting with the ASSOCIATION and the grievant to discuss the grievance. The Fire Chief shall attempt to resolve the grievance and shall report this adjustment in writing to the ASSOCIATION within ten (10) business days of the receipt of the grievance from the ASSOCIATION.
    - c. If the grievance remains unresolved, the ASSOCIATION may proceed to the following step:
  - 2. STEP 2:
    - a. Within ten (10) business days of the date of the Department Head's reply, the Chief Steward or his designee shall present the written grievance, along with the ASSOCIATION'S reasons for non- acceptance of the Department Head's reply, to the City Administrator. The City Administrator shall meet with the ASSOCIATION and the Department Head or his/her designee to attempt to resolve the grievance and shall respond in writing to the Chief Steward within twenty (20) business days of the receipt of the grievance.
    - b. If the grievance remains unresolved, the ASSOCIATION may proceed to the following step:

3. STEP 3:

- a. Within ten (10) business days of the date of the City Administrator's reply, the ASSOCIATION may request arbitration. This request must be made in writing and be presented to the City Administrator.
- b. The arbitrator shall be selected by use of the following:
  - (1) The Board of Arbitration shall be composed of three (3) members: one person to be appointed by each party and a third, acting as a chairperson, to be selected in accordance with sub-paragraph 1 and 2 of Step 3. The ASSOCIATION and the CITY individually shall pay the expenses of the member it appoints, and the two parties shall jointly share the expenses of the third member. The decision of the Board of Arbitration shall be final and binding on both parties in all matters pertaining to this Article.
  - (2) Within ten (10) business days of the receipt of the request, the parties to this Agreement shall mutually select a person who is not employed by the City of Billings to act as chairperson. If no such person can be found who is acceptable to act as chairperson:
  - (3) Within ten (10) additional business days, the party requesting arbitration shall request the American Arbitration Association to provide a list of five (5) arbitrators. The parties shall select the chairperson by the method of alternatively striking names, with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the chairperson.
  - (4) The chairperson chosen will be contacted immediately and asked to start proceedings at his/her earliest possible date. During the arbitration proceedings, all evidence shall be presented to the Board. It shall have no power to alter in any way the terms of this Agreement, State law, or Federal law. Its decision shall be within the scope and terms of this Agreement, and it shall be requested to issue its decision within twenty (20) business days after the conclusion of the proceedings, including filing of briefs, if any.
4. It is understood by both parties to this Agreement that an appointed authority may replace any titled position mentioned in the above grievance and arbitration procedures, so long as the ASSOCIATION is notified in writing of such change.
5. The use of the above procedure is exclusive and shall constitute a waiver of recourse through any other procedure, except for recognized civil procedures.
6. For purposes of this Article only, a business day means all calendar days except Saturdays, Sundays, and holidays.
7. The City and the ASSOCIATION shall follow 7-33-4124, MCA, unless the statute is repealed during the life of the contract.

#### **ARTICLE IV - NON-DISCRIMINATION**

The EMPLOYER and the ASSOCIATION accept their responsibility to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, mental and physical disability, sex, marital status, family relationships, membership or non-membership in the ASSOCIATION.

## **ARTICLE V - DUES ASSIGNMENT**

- A. The EMPLOYER agrees to accept and honor an employee's voluntary written assignment designating a specified amount of wages or salaries due and owing as ASSOCIATION dues or equivalent contribution.
- B. The aggregate deduction will be remitted, together with an itemized statement, to the Treasurer of the ASSOCIATION within five (5) working days from the date of payroll distribution.
- C. The ASSOCIATION agrees to hold harmless the EMPLOYER for any loss or damage arising from the operations of the Article due to unintentional errors.

## **ARTICLE VI - HOURS OF WORK AND COMPENSATION**

### A. Work Schedule

#### 1. Fire Suppression Personnel

- a. The work schedule shall be a 27-day total work cycle consisting of seven (7) consecutive work shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty, immediately followed by six (6) consecutive days off.
- b. One Battalion Chief (the fourth) shall be assigned a regular work schedule as follows:
  - (1) The work schedule shall be a 27-day total work cycle.
  - (2) The work schedule shall consist of:
    - (a) One 24-hour shift on-duty, followed by 48 hours off-duty.
    - (b) One 24-hour shift on-duty, followed by 96 hours off-duty.
    - (c) One 24-hour shift on-duty, followed by 48 hours off-duty.
    - (d) One 24-hour shift on-duty, followed by 96 hours off-duty.
    - (e) One 24-hour shift on-duty, followed by 48 hours off-duty.
    - (f) One 24-hour shift on-duty, followed by 168 hours off-duty.
  - (3) In addition to the regular scheduled shifts, the fourth Battalion Chief shall work twenty-four (24) hours during the first twenty- (20) days of the 27-day work cycle.
  - (4) These work assignment periods shall be no less than eight (8) hour periods. The fourth Battalion Chief shall not be assigned work more than four (4) days in a calendar week, a regularly scheduled work assignment.
  - (5) The fourth (4th) Battalion Chief's work schedule may be changed by mutual agreement between the fourth (4) Battalion Chief, the Fire Chief, and the **ASSOCIATION**.
- c. "Companies shall stay together at all times." – Defined
  - (1) Together is defined as a Captain, an Engineer, and a Firefighter assigned to the same station, except to respond on separate apparatus to the same call.

(2) Exceptions will be made only for Mobile Response Teams (MRT) Staffing levels. Engines and Trucks shall remain a minimum of 3 firefighters.

d. The duty day schedule:

(1) 0000 to 0800 - Alarm Time

(2) 0800 to 1200 - Work Assignment Period\*

(3) 1200 to 1300 - Alarm Time

(4) 1300 to 1700 - Work Assignment Period\*

(5) 1700 to 1800 - Alarm Time

(6) 1800 to 2200 - Work Assignment Period\*

(7) 2200 to 2400 - Alarm Time

(8) \*Each work assignment period shall be inclusive of a 15-minute coffee break after 2 hours. Meal periods are 0700 to 0800, 1200 to 1300, and 1700 to 1800 unless interrupted by an emergency. Meal periods interrupted by an emergency situation shall be made up at the earliest opportunity. Companies shall stay together at all times. All unassigned work period hours shall be considered alarm time.

e. Alarm Time - suppression personnel must be at their assigned stations, on call, and available for all firefighting and emergency purposes during all alarm time unless otherwise approved by the Battalion Chief. No classes or drills, and only essential work can be included on Sundays, and holidays and such alarm time.

f. Sunday Training - Only essential fire suppression training that cannot be scheduled during normal work assignment periods may be assigned on Sundays.

## 2. Uniformed Day Personnel

a. The workweek for day personnel shall be forty (40) hours. It shall consist of four (4) consecutive ten (10) hour days Monday through Friday. This schedule may be changed by mutual agreement.

b. Probationary Firefighters in recruit academy.

(1) The workweek for probationary firefighters in the recruit academy shall be a maximum of 40 hours, Monday through Friday.

c. Uniformed Day Personnel assigned to work in the fire prevention bureau shall work as follows:

(1) The workday shall be a maximum ten (10) hour duty period, 0700 to 1730 hours.

(2) Each Bureau personnel shall work a ten (10) hour, four (4) day workweek.

(3) Each Bureau personnel would be given a number, i.e., 1,2,3,4,5. This number will serve as a mechanism for determining when the Individual Bureau person would be on their day off. The day of the week when the Bureau person would be off will change each week.

d. The workday for all uniformed day personnel shall include a thirty (30) minute lunch break and a fifteen (15) minute morning and afternoon break.

## B. Compensation

1. Pay status

- a. All employees covered by this Agreement are non-exempt hourly employees as defined by the FLSA. As such, all employees shall be paid for all hours worked and for approved, paid leave hours.

2. Wages

- a. Hourly rates of pay for the contract term shall be as shown in Exhibit A of this Agreement, which reflects annual adjustments as described below. Regular payday shall be every other Friday and the amount of pay shall be based upon the number of hours worked within the pay period. Hourly wages shown in Exhibit A do not include Special Certification pay or Paramedic Pay.
- b. July 1, 2023 – June 30, 2024: All hourly base wages shall be outlined in Exhibit A.
- c. July 1, 2024 – June 30, 2025: All hourly base wages shall increase by an amount equal to 3%.
- d. July 1, 2025 – June 30, 2026: All hourly base wages shall increase by an amount equal to 3%.

C. Overtime Pay

1. Overtime Pay: Employees required to work in excess of their regular work schedule at the direction of proper City authority shall be compensated at a rate of 1-1/2 times the regular hourly rate for each hour of overtime worked. This overtime shall be computed to the nearest 1/4 hour starting one minute after the one-quarter (1/4) hour begins and extending to the full 1/4 hour. The **EMPLOYER** shall determine the employees to receive the overtime work and the amount of overtime necessary to be worked.
2. Compensatory Time: At the employee's request, non-exempt uniform day personnel only, may accumulate a maximum of 80 overtime hours as compensatory time in lieu of cash payment, for actual overtime worked. Employees can cash out an unlimited amount of accrued compensatory time during any pay period, except that in which it was earned. The employee must complete the Compensatory Time Cash Out form and submit it to Human Resources. In addition, a copy of the Compensatory Time Cash Out form shall be attached to the employee's timecard. The employee's supervisor shall approve the use of compensatory time off.

D. Call Back Pay

1. The employee shall be paid a minimum of three (3) hours at one and one-half (1 1/2) times the regular hourly rate of pay for each call-out. Call back pay will commence on page out, not an extension of the regular shift. In the event the call-out extends into the employee's regular scheduled work shift, the one and one-half (1 1/2) rate of pay shall be paid for only the actual time spent before the regular shift started.
2. In the event the employee asks to be excused before the work is completed, and the supervisor in charge excuses him/her, the employee will be paid only for time worked at one and one-half (1-1/2) times his/her regular rate of pay.

E. Standby Time

1. Personnel required for standby shall be compensated with pay at the rate of 10 percent of the hours of the standby time.

F. No Pyramiding

1. Compensation shall not be paid more than once for the same hour under any overtime provision of this

Agreement, including overtime, callback and standby pay.

G. Longevity Pay

1. Longevity Pay will no longer be paid as of July 1st, 2023.

H. Higher Classification Pay

1. Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which they normally hold for a period for two (2) hours or more shall be paid at the rate in Exhibit B while acting. All assignments for scheduled absences for engineer or captain made under this Section shall be on basis of the senior qualified employee first. In the event of an unscheduled absence, the Battalion Chief shall select a qualified employee whose service would promote the most efficient operation of the department. Selection for filling unscheduled absences shall be made in a fair, equitable and impartial manner. Suppression employees shall Hi-C only one classification over employee's current rank. Exempt from this provision shall be any employee exchanging shifts for an employee who is absent due to attendance of **ASSOCIATION** business, as authorized by the Local and approved by the Fire Chief. Also, the water tender/brush truck will be operated by a qualified firefighter at his/her regular rate of pay.
2. Hi-C Battalion Chief - The B.C. assigned to each shift, with the approval of the Fire Chief, shall select the Hi-C B.C. to act during his/her absence. In implementing this concept, the Fire Chief and B.C.'s will not act in an arbitrary or capricious manner. Any complaints may be brought to the Joint Labor Management Committee. If a complaint is not resolved through the Joint Labor Management Committee, then it shall be resolved in accordance with Article III of the contract.
3. Suppression personnel may be required to work in a lower classification in order to maintain staffing levels. In such an event, the employee working in a lower classification shall continue to maintain his/her original rate of compensation.
4. In the absence of the Fire Marshal and the Assistant Fire Marshal, the Fire Marshal, with approval of the Fire Chief, shall select a Deputy Fire Marshal that will Hi-C to Fire Marshal. In the implementing of this concept, the Fire Chief and Fire Marshal will not act in an arbitrary or capricious manner. Any complaints will be brought to the Joint Labor Management Committee. If a complaint is not resolved through the Joint Labor Management Committee, it shall be resolved in accordance with Article III of the contract. The Deputy Fire Marshal selected as the Hi-C Fire Marshal shall be compensated at the rate of pay according to Exhibit B for the Deputy Fire Marshal assuming the duties of Fire Marshal.
5. In the absence of the Fire Chief and Assistant Fire Chiefs, the Fire Chief or in his absence, an Assistant Fire Chief may select the Fire Marshal or the Training Chief to Hi-C to the Assistant Fire Chief position. The position selected to act as Hi-C Assistant Fire Chief shall be compensated an additional 10%. The employee assigned to Hi-C Assistant Fire Chief will be paid M-F during the Assistant Fire Chief's regularly scheduled 8 or 10-hour workdays only. Call Back Pay and Standby Time shall be compensated as outlined in ARTICLE VI – HOURS OF WORK AND COMPENSATION, Section D. Call Back Pay and Section E. Standby Pay.

I. Special Assignment Pay

1. Compensation

- a. Suppression personnel who are assigned Fire Department work outside of the Suppression Division by the

Fire Chief shall be paid their base salary plus fifteen percent (15%), excluding the Assistant Fire Marshal, Deputy Fire Marshals, Assistant Training Chief, and light duty assignments.

- b. Suppression personnel on a special assignment shall receive Hi-C pay for any shift they would have received, had they remained in the suppression division.
  - c. Suppression Personnel on Special Assignment for longer than 90 consecutive days shall not receive holiday pay premium (currently 4.61 hours) for the period of the special assignment. Instead, the person on special assignment shall receive the designated day off with straight pay as provided in Article VII, Sec A, Sub 2 (c) for the period of the special assignment. The Fire Chief has the discretion to extend the 90-day period.
2. Whenever the person immediately following the assigned person on the seniority list is promoted, the assigned person shall automatically receive the next pay grade plus 10 percent.
  3. If the assigned person wishes to return to shift to receive a promotion and can qualify for the promotion and a vacancy occurs, he shall be placed in accordance with the promotional priority list.
  4. Firefighters, except regular day personnel, that require remedial training and are assigned to days for a period not to exceed twenty-seven (27) days in a calendar year, shall be compensated at their current hourly rate. After the twenty-seventh (27) day, fire suppression personnel shall be compensated at Special Assignment Pay1.

J. Special Certification Pay

1. For July 1, 2023-June 30, 2024, any member of the Billings Fire Department holding a certification in any of the following areas shall receive an additional \$50.00 per month (except up to \$60.00 for the Advanced EMT as set out below.) per certification with a maximum of three (3) paid certifications:
  - a. Coordinator/Instructor, Haz Mat Technician, Rope Rescue Technician, SCBA Repair, ICC Fire Inspector I, ICC Fire Inspector II, and Advanced EMT.
  - b. The Advanced EMT certification will be paid at \$10.00 per endorsement through the 6<sup>th</sup> endorsement (as approved by the Montana Board of Medical Examiners, the City of Billings Medical Director, and Fire Chief.) up to a total of \$60.00.
  - c. Paramedics approved by the Fire Chief and the Fire Department Medical Control Physician, to provide Paramedic level care, or any member required to hold Paramedic certification as a condition of employment, will be paid an additional 6% of Grade 177, Step D, but will not receive Advanced EMT and/or 6<sup>th</sup> endorsement certification pay.
    - (1) Paramedic pay shall increase to 7% of Grade 177, Step D for July 1, 2024-June 30, 2025.
    - (2) Paramedic pay shall increase to 8% of Grade 177, Step D for July 1, 2025-June 30, 2026.
    - (3) Upon BFD functioning with Operational Control and/or implementation of a Safety Net Ambulance, Paramedic Pay shall increase to 10% of Grade 177, Step D.
  - d. In addition to the certifications listed above, Association members, while in the Fire Prevention Bureau, may hold certifications in the following three (3) areas and shall receive \$50.00 per month per certification with a maximum of *three (3)* paid certifications: ICC Fire Plans Examiner, ICC Certified Fire Marshal, IAAI Fire Investigation Technician or IAAI Certified Fire Investigator.

- e. The Fire Chief will determine the number of people holding the certifications for Haz-Mat Technician, Coordinator/ Instructor, Rope Rescue Technician, SCBA repair, and Advanced EMT. The number of employees holding certifications as ICC Fire Inspector I or ICC Fire Inspector II is unlimited. The \$50.00 per month (up to \$60.00 for Advanced EMT) will be paid for only *three (3)* certifications regardless of the number of certifications held. EMT certification pay of \$30.00 will be added to the employee's base and is exempt from the three (3) certification limitation as it is a requirement for hire.
- f. The Special Certification Pay (up to \$160 for *three (3)* certifications and 6% Paramedic pay if applicable) per month will be added to the base pay in terms of retirement calculations, however, will be separated from the base to calculate pay increases that are negotiated. Any change in the amount of Special Certification Pay will be negotiated separately.
- g. Beginning July 1, 2024 – Certifications will be limited to 2 per employee. Monthly pay per certification will increase to \$75 (up to \$150 for (2) certifications). AEMT shall count as 1 certification upon approval of Assistant Chief of EMS.
  - (1) New Fire Instructors shall hold an IFSAC/Proboard Fire Instructor 1 to receive Instructor Certification pay. Current instructors as of June 30, 2023, shall be allowed to continue receiving instructor certification pay until such a time the department offers certification class for IFSAC/Proboard Fire Instructor 1. The course availability will be discussed at JLMC.
  - (2) Team coordinators approved by the fire chief shall be recognized for a third certification while serving as team lead.
- h. Beginning July 1, 2025 – Certification pay shall increase to \$100 per certification (up to \$200 for (2) certifications). AEMT shall count as 1 certification upon approval of Assistant Chief of EMS

K. Deputy Fire Marshal Incentive Pay Plan

- 1. The position of Deputy Fire Marshal shall be considered as an assignment by the Chief. All Deputy Fire Marshals shall be Grade 213. Firefighters shall enter Grade 213 at step B. Engineers shall enter Grade 213 at step C. Captains shall move into the pay range of a Grade 213 at the level immediately above their current level of pay. All ranks shall advance to step G.
- 2. All Deputy Fire Marshals shall be ICC Fire Inspector I certified within one (1) year from the date of assignment. If the employee does not achieve the certification, then his or her base salary will be frozen at his/her current grade and step until certification is achieved. If the Deputy Fire Marshal's rate has been frozen, then the date certification is achieved will become the employee's promotional anniversary date for step increases. If a Deputy Fire Marshal decides to return to suppression, that Deputy Fire Marshal shall return to his/her seniority position and shall be paid accordingly to his/her rank. Deputy Fire Marshals who complete certification within one year will receive step increases from the date of assignment.

L. Assistant Training/EMS Chief

- 1. The position of Assistant Training Chief shall be considered a promotion. The Assistant Training Chief shall be Grade 216. Firefighters shall enter Grade 216 at step B and may advance to step G. Engineers shall enter Grade 216 at step D and may advance to step G. Captains shall enter Grade 216 at the same step and may advance to step G. In the event the assigned candidate is selected from outside of the existing Billings Fire Department

ranks, the assigned candidate will be classified at a starting salary of at Grade 216 step B and may advance to step G. Assistant Training Chief may return to suppression with the approval of Administration. In such event they shall return to his/her seniority position and shall be paid accordingly to his/her rank.

M. Compensation During Light Duty Assignments

1. Suppression personnel working in a light duty assignment, less than 90 days, will be compensated at their regular rate of pay inclusive of holiday compensation. During light duty assignment, when a holiday falls on a regular staff workday, the employee shall be given that day off with pay.
2. Suppression personnel working in a light duty assignment longer than 90 days will move to special assignment and be eligible for all special assignment compensation and time off per ART VI, Sec I, SUB 1.

N. Training

1. Department sponsored training prioritized and approved by fire administration that cannot be attended while on shift, will be on a voluntary basis. On duty suppression personnel participating in training that precludes availability to front line duty shall have their positions backfilled. Vacancies created by training will be filled by on-shift employees utilizing HI-C personnel when available and will be done utilizing the lowest rank possible. When front-line apparatus personnel are exhausted or staffing falls below three (3) personnel per frontline apparatus, then vacancies shall be filled rank for rank and are eligible for overtime. Only Mobile Response Teams are exempt from the three-person minimum.
2. Frontline apparatus shall be defined as one (1) Engine Company per fire station and one (1) Truck Company. Management reserves the right to cross-staff Engine and Truck Companies as needed to operate additional apparatus.
3. Compensation for such training and related travel time shall be at the employee's regular rate of pay and subject to the Fair Labor Standard Act (FLSA) threshold for overtime provisions. Unscheduled time, not related to travel, will not be paid.
4. At no time will participation in such training negatively impact an employee's scheduled earnings.

O. Mobile Response Teams (MRT)-

1. MRTs will consist of a 2 or 3-person suppression-ready crew.
2. The MRT personnel shall include a Captain-Qualified suppression-ready firefighter and should include a BFD credentialed Paramedic when available. One person of the crew may serve as both captain and paramedic if all other combinations have been exhausted. Personnel assigned to the MRTs shall follow the schedule outlined in Article VI, section 1, subparagraph a.
3. The Paramedic shall be a suppression-ready BFD credentialed paramedic.

## **ARTICLE VII - FRINGE BENEFITS**

A. Leaves

1. Vacation leave

- a. Each employee shall earn vacation leave credits. Earned leave shall be credited for each pay period. Employees are not entitled to use any paid vacation leave until they are employed for at least six (6) months. Credits shall be earned according to the following schedule, but are taken/used at a rate equal to the actual number of hours that the employee is absent from work:
- (1) Day personnel (Bureau and Training Chief)
    - (a) 0 through 10 years 120 hours/yr.
    - (b) 11 through 15 years 144 hours/yr.
    - (c) 16 through 20 years 168 hours/yr.
    - (d) 21+ years 192 hours/yr.
  - (2) Suppression personnel
    - (a) 0 through 10 years 131 hours/yr.
    - (b) 11 through 15 years 157 hours/yr.
    - (c) 16 through 20 years 184 hours/yr.
    - (d) 21+ years 210 hours/yr.
  - (3) This suppression schedule is calculated as follows and the calculation method shall be used for the number of scheduled hours per calendar year, regardless of the number of hours actually worked: number of vacation leave credit days earned according to Montana Code, 2-18-612 MCA (2005); multiplied by 8 hours per day; divided by 2080; multiplied by 2272 and rounded to the nearest whole hour.
- b. Any employee who terminates employment with the City, for a reason not reflecting discredit on her/himself, shall be entitled to cash compensation of unused earned vacation leave, if the employee has worked the qualifying period. Unused earned vacation leave shall be paid at the employee's regular rate of pay at the time of termination.
- c. Vacation leave may be accumulated. The total is not to exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.
- d. The date or dates when an employee may take accrued vacation shall be determined by agreement between the employee and the chief or his designee, in the best interest of the City.
- e. Vacation Selection Procedure
- (1) Vacation schedule shall be offered in one (1) week time slots.
  - (2) Only two (2) Fire Suppression Personnel, from each shift, excluding the Battalion Chief, shall be on vacation at the same time. During the weeks from Memorial Day to Labor Day a third (3<sup>rd</sup>) slot will be offered. Shortages in the ability to take vacation will be addressed in JLMC after the 2024 Vacation Selection. No more than one (1) Officer and one (1) Engineer, from each shift, shall be on vacation at the same time.

- (3) Employees may choose in order of seniority, on a rotating basis, as many one (1) week time slots as available. The Battalion Chiefs shall pick their vacation slots separately from the rest of the shift.
  - (4) If Kelly days become available as a result of an individual's vacation pick, those Kelly Days shall be made available for single day vacation picks. (Using the same criteria as in #2)
  - (5) Open one (1) week vacation time slots shall be made available for single day vacation picks.
  - (6) Single day vacation picks shall be in order of seniority on a rotating basis.
  - (7) Shift or day-off (Kelly) number changes as a result of personnel re-alignment or promotion, after vacation pick(s) are finalized, shall not affect the employee's vacation pick(s).
  - (8) Unused vacation leave time shall be paid at his or her regular rate of compensation to the employee or his or her heirs at the time of separation from service or death.
- f. Day Personnel Vacation Selection Procedure:
- (1) The vacation schedule shall be offered in one (1) or two (2) week time slots. Vacation selection shall begin after the first of the year and shall be completed by the fifteenth of January each year.
  - (2) No fire prevention bureau personnel shall be on vacation [one (1) or two (2) week time slots at the same time.
  - (3) No Training division personnel shall be on vacation [one (1) or two (2) week time slots at the same time.
  - (4) Employees may choose in order of seniority, on a rotating basis, as many one (1) or two (2) week time slots as available. Time slots will be offered based on the standard work week, Monday through Friday.
  - (5) Open one (1) or two (2) week vacation time slots shall be made available for single day vacation picks.
  - (6) One (1) single day vacation pick will be allowed per week during a filled one (1) or two (2) week vacation time slot provided minimum staffing in the Fire Prevention Bureau is maintained at two (2) employees for that day.
  - (7) Single day vacation picks shall be in order of seniority on a rotating basis.
  - (8) Vacations may be cancelled after the fifteenth of January.
  - (9) After the fifteenth of January, vacation time will be granted on a first-come first- served basis as approved by the fire marshal.
  - (10) The Fire Chief has the authority to approve additional vacation requests at his or her discretion.

## 2. Holidays

- a. Fire Department suppression personnel shall be paid at the rate of 4.61 hours per pay period as holiday compensation. This pay shall be considered as base pay.
  - (1) New Year's Day
  - (2) Martin Luther King Day
  - (3) President's Day

- (4) Memorial Day
  - (5) Independence Day
  - (6) Labor Day
  - (7) Veteran's Day
  - (8) Thanksgiving Day
  - (9) Day after Thanksgiving Day
  - (10) Christmas Day
- b. In addition to the above holidays, Fire personnel shall be given an additional eight (8) hours of pay in lieu of leave for each of the following holidays in the month in which they occur.
- (1) Every day declared a legal holiday by the Mayor of Billings or the Governor of Montana.
  - (2) Every day in which a general State biannual election is held throughout the State of Montana.
- c. Fire Department Day personnel shall be granted:
- (1) If any of the aforementioned holidays fall on an employee's regularly scheduled day off, the employee will be granted a day off without loss of pay the adjoining day preceding or following the referenced holiday.
  - (2) The Employer reserves the right to determine the number of employees that are required to work on holidays for which the employee will be paid time and one-half, in addition to their regular day's pay.
  - (3) Employees will not be charged vacation time for holidays that occur while on vacation.

### 3. Sick Leave

- a. Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy-related illness, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive a medical or dental examination or treatment.
- b. Each employee shall earn sick leave credits from the first day of employment. Earned leave shall be credited for each pay period. There is no restriction on the number of sick leave credits that may be accumulated. Employees will not be paid for sick leave until they are continuously employed for ninety (90) days. Credits shall be earned according to the following schedule, but are taken/used at a rate equal to the actual number of hours that the employee is absent from work:
  - (1) Uniformed day personnel (Bureau and Training Chief) - Sick leave credits are earned at the rate of ninety-six (96) hours per year.
  - (2) Suppression personnel - Sick leave credits are earned at the rate of one hundred five (105) hours per year.
- c. An employee who terminates employment with the city is entitled to a lump-sum payment equal to one-fourth of the pay attributed to his/her accumulated sick leave. The pay shall be computed on the employee's rate of compensation at the time of termination. Accrual of credits for calculating the lump-sum payment begins July 1, 1971. No employee forfeits any sick leave rights or benefits accrued prior to July 1, 1971. An

employee who received a lump-sum payment, and who is again employed by the City, shall not be credited with any sick leave earned during the previous service. An employee who received a lump-sum payment as a result of a layoff, who is again employed by the city, may buy back all sick leave earned during the previous service at the rate of compensation at the time of the layoff.

- d. Sick leave credits will be used on a first earned, first charged basis.
- e. Abuse of sick leave is cause for dismissal and forfeiture of lump-sum payment.
- f. An employee, during illness, must notify the shift supervisor on duty at least one (1) hour before the beginning of the shift, each day that they are sick.
- g. A physician's certificate may be required by an employee's supervisor to substantiate a sick leave charge. Such required physician's certificate shall be furnished by the employer's physician at the employer's expense. The employer reserves the right to select the physician and schedule the appointment.
- h. Authorized medical appointments of the employee shall be charged to sick leave. Each absence shall be reported separately and authorized in advance by the employee's supervisor.
- i. Maternity leave may be charged against sick leave credits. Reasonable leave is a maximum of twelve (12) weeks, as defined under the Family and Medical Leave Act.
- j. Sick leave charged in excess of earned sick leave may be charged to earned and available vacation leave at the employee's request. Reasonable Leave is a maximum of 12 weeks as defined under the Family and Medical Leave Act.

#### 4. Family Leave

- a. Definition: Accrued leave credits are defined as sick leave or vacation leave at the employee's option.
- b. Maternity/Paternity Leave: For the birth or adoption of a child, the provisions of the Family and Medical Leave Act apply. Time off will first be charged against the employee's sick accruals until it is exhausted. Once sick accruals are exhausted, then the employee will have time off charged against vacation accruals. Leave Without Pay will not be authorized until all sick and vacation accruals are exhausted.
- c. Emergency Leave
  - (1) In the event an employee's presence is required because of an emergency caused by a major illness or injury to an employee's immediate family member, the employee may use accrued leave credits, at employee's option, to be in attendance.
  - (2) Emergency leave shall not exceed a total of seventy-two (72) hours per year for illness in the immediate family that is not an FMLA qualifying event. The Fire Chief or his designee may authorize additional vacation leave credits to be used.
  - (3) The immediate family shall include spouse, parents, grandparents, brothers, sisters, children, grandchildren, step-relatives, household dependents, and all the same relatives of the employee's spouse in like degree.
  - (4) The Chief or his designee may authorize the use of vacation leave for other circumstances as requested by the employee.

5. Funeral Leave

- a. In the event of a death in the immediate family, a regular employee shall be entitled to a maximum of seventy-two (72) hours to attend the funeral. Funeral leave may be charged to sick or vacation leave, at employee's option, if the employee is otherwise eligible to take sick or vacation leave.
- b. The immediate family shall include spouse, parents, grandparents, brothers, sisters, children, grandchildren, step-relatives, household dependents, and all the same relatives of the employee's spouse in like degrees.
- c. The Chief or his designee may authorize the use of vacation leave for other funerals as requested by the employee.

6. Unscheduled Leave

- a. The Fire Chief or their designee may authorize the use of vacation leave for other circumstances, beyond a person's control, as requested by the employee.

7. Jury Service and Subpoena

- a. Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Juror fees shall be applied against the amount due the employee from his/her Employer. However, if an employee elects to charge his/her juror or witness time against his/her annual leave, they shall not be required to remit his/her fees to the Employer. In no instance is an employee required to remit his/her Employer any expense or mileage allowance paid by the court. Employees shall not lose accumulative benefits because of juror or witness service.
- b. Each employee who is under subpoena as a witness for matters concerning the Employer, and that employee is off duty, the employee's time shall be treated the same as Call Back Pay with the time starting when the employee is required to be in court or for preparation time for that case.

8. Military Leave

- a. Any employee who is a member of the organized National Guard or forces of the United States Army, Navy, Marine Corps, Air Force, Coast Guard, or Space Force shall be given leave of absence with pay, after six (6) months of employment, for attending regular encampments, training cruises, and similar training programs, not to exceed 120 hours per calendar year under military orders properly issued by military authorities. Such absence shall be charged against training cruises and similar training programs.
- b. Inactive duty training (IDT) weekend drills are documented by training schedules rather than orders, however, the right to time-off for training without loss of benefit applies for IDT as well as active-duty training and annual training. Reservists and Guardsman shall be given the opportunity to take vacation time to fulfill their IDT requirements. Personnel shall provide the Employer with their military training schedule.
- c. Military leave may not be charged against the employee's annual vacation time. In addition, unused military leave must be carried over to the next calendar year but may not exceed a total of 240 hours in any calendar year.

9. Leave Without Pay

- a. Employees may request to take leave of absence without pay for good and sufficient reasons in the best interest of the City with prior approval of the Fire Chief and the City Administrator.
- b. Requests for leave of absence without pay shall be submitted in writing by the employee to the Fire Chief or his designee.

10. General Provisions

- a. An employee may not accrue any leave credits during a continuous leave of absence without pay, which exceeds fifteen (15) calendar days.
- b. All leaves covered under this Article must have prior notification and approval of the employee's supervisor.
- c. For the purpose of calculating vacation and sick leave credits, 2080 hours shall equal one year for Uniformed Day Personnel and 2272 hours shall equal one (1) year for Suppression Personnel.
- d. All leaves covered under this work agreement shall be charged to the nearest one-quarter (1/4) hour.

11. Attendance Incentive

- a. Employees will be provided up to twenty-four (24) hours of additional vacation time per year depending upon the employee's attendance record. The amount of the Incentive to be awarded will be calculated at the end of each calendar year. The maximum of twenty-four (24) hours will be reduced, hour by hour, for each hour of sick leave the employee has used during each full calendar year of employment. The amount of incentive will be pro-rated for employees hired during the year.

B. Insurance(s)

1. Health and Accident Insurance

- a. Contribution changes to the City's Health Insurance Plan shall be shared equally (50%/50%) between the employees and the City. Contribution changes can be either increased or decreased. Contribution adjustments can be either in dollars contributed or in modifications to the plan benefits. All modifications shall be with the approval of the Insurance Committee. It is the intent of the Committee to reach the consultant recommended reserve level over a period of time.
- b. Billings Health Insurance Committee: The City of Billings has an established Health Insurance Committee to maintain a group health insurance plan for employees of the City of Billings and their dependents. The committee shall consist of 15 members appointed as follows:
  - (1) Three members of each employee union appointed by each union.
  - (2) Six members appointed by the City Administrator. One member shall be a retired city employee currently covered by the city health insurance plan.
- c. The Committee will manage the City Health Insurance Plan and report directly to the City Administrator. The committee shall meet at least quarterly to:
  - (1) Review the existing city group health insurance plan;
  - (2) Review the claims experience, projections and plan problems;

- (3) Maintain the plan on a sound actuarial basis;
  - (4) Be solely responsible for all changes in plan design, administrators or carriers;
  - (5) Establish plan premium rates and cost sharing by both the City and the employees;
  - (6) Advise the City Administrator on all other group insurance matters;
  - (7) Decisions will be made by a simple majority vote where all members have one vote and can vote by absentee ballot.
- d. Coverage shall be extended to all insurable employees and their insurable dependents, following the period of exclusion provided by the terms of the master insurance policy. All employees and dependents' participation and coverage shall be solely governed by the terms and conditions of the master insurance contract as signed by the City and the insurance carrier. Coverage shall be extended to only those employees while in an active pay status. Employees on an approved absence without pay may elect to continue their group coverage by directly paying the city the total premium cost during their absence.
  - e. The dollar amount of the City's portion of the monthly health insurance premium (not including dental, vision, disability or life insurance) shall be added to employee gross pay effective January 1, 2009, subject to the limits described here. The purpose of adding the City's portion of the health insurance premium amount to gross pay is solely to increase the employee's pay for calculating retirement contributions by the employer, employee and state. The higher gross pay and retirement contributions are expected, but are not guaranteed, to produce a retirement benefit that is greater than without this additional gross pay. The employee recognizes that the added gross pay and his/her required retirement contribution may reduce net pay and may have tax implications. Adding the City's portion of the health insurance premium to gross pay for retirement purposes only does not affect and shall not be included in the computation of any other pay or benefits or the calculation of any rate of pay, including but not limited to the regular hourly rate, any cost-of-living increase, overtime, longevity, special certification pay, holiday pay, standby, callback, higher classification and special assignment pay.
  - f. Employees are required to purchase the City's health insurance. Employees shall contribute the employer's share of the health insurance premium, in the dollar amount identified below, and the employee's share of the health insurance premium to the City for deposit in the health insurance fund. If the employee elects, the contribution may be made before local, state or federal taxes are deducted from the employee's gross pay (pre-tax contribution). If the employee does not make this election, the contribution will be made after appropriate taxes are withheld from gross pay (post-tax contribution).
  - g. Regardless of tax treatment under IRC Section 125, the employer's portion of the health insurance premium that is being added to gross pay may cause the employee to pay additional taxes, fees or assessments as required by federal or state laws or regulations. Those taxes, fees or assessments may include but are not limited to unemployment insurance, workers compensation insurance and Medicare tax.
  - h. At the time of the annual Section 125 election, each employee shall acknowledge in writing that 1) the employer paid portion of the health insurance premium is being added to gross pay solely to increase the employee's pay for calculating retirement contributions by the employer, employee and state ("added gross pay"); 2) the employee recognizes that the added gross pay and his/her required retirement contribution may reduce net pay and may have tax implications; 3) adding the City's portion of the health insurance

premium to gross pay for this retirement purpose only does not affect and shall not be included in the computation of any other pay or benefits or the calculation of any rate of pay, including but not limited to the regular hourly rate, any cost-of-living increase, overtime, special certification pay, holiday pay, standby, callback, higher classification and special assignment pay; 4) the added gross pay may subject the employee to additional federal, state or local taxes, fees or assessments; and (5) the added gross pay and increased retirement contributions are expected, but are not guaranteed, to produce a retirement benefit that is greater than without this additional gross pay.

- i. The Association and City agree that the amount of the employer paid health insurance premium that is applied to an employee's gross pay for retirement purposes only shall be \$856.00 per month for calendar year 2023.
- j. For the remainder of this agreement, the City shall continue to contribute their portion of the premium not to exceed fifteen percent (15%) over the previous year's premium. All conditions and restrictions set out in this section, Article VII, B.1.e apply regardless of the dollar amount of the City's portion of the premium.
- k. If any change in local, state or federal laws, regulations, determinations or rulings change the employer's costs or invalidates the intent or application of this provision, it will immediately terminate and the Employer and Association shall meet and attempt to negotiate a new provision that complies with the changed laws or regulations. The Association and employees agree that any grievance involving this section, Article VII, B.1.e., the contribution as set forth herein or any effects of the contribution shall be subject to the grievance process set out in this agreement and shall be subject to final and binding arbitration. The Association specifically waives the right to address the substance and effect of this Article in any other forum in law or in equity except if an arbitration decision deems the grievance process to be inappropriate to resolve the dispute.

2. As per state law, entitled, "An Act to Provide Group Health Coverage for Retired Public Employees and Their Surviving Spouse and Children."

3. Liability Insurance

- a. The Employer shall provide a copy of the Employer's current liability insurance coverage to the ASSOCIATION.

C. On Duty Injury Leave

- a. Health and Accident Insurance Coverage. An employee who is injured in the performance of duty and is receiving a combination of partial salary and worker's compensation payments shall be afforded the current level of health insurance coverage for city employees provided in the City of Billings Employees Insurance Plan until the disability has ceased, as determined by worker's compensation or for a period not to exceed one year, whichever occurs first. To qualify for full health insurance benefits the employee must require medical or other remedial treatment and must be incapable of performing his/her duties as a result of the injury.

D. Education Benefits

- 1. Tuition Reimbursement.

- a. The City will provide \$25,000 for each year of the contract to support employees wishing to pursue higher education. Any employee matriculated into a program of higher education at an accredited U.S. college or university shall be reimbursed tuition based on available funds, for all course(s) and books approved by the Joint Labor Management Committee. The Joint Labor Management Committee will review each request upon the employee furnishing evidence of satisfactory completion (“C” or better; pass) of course(s) within thirty (30) days of completion. The Joint Labor Management Committee shall award educational reimbursement based on funds available and the relevance of the degree sought compared to the department’s mission. The Joint Labor Management Committee will distribute available education funds in a fair and equitable manner. If an employee receives benefits under this Section and resigns prior to the completion of his/her fifth (5<sup>th</sup>) year of service, all educational benefits must be repaid to the city. If an employee receives more than the Federal IRS Guidelines for tuition reimbursement, then the amount in excess is taxable (the Current IRS Tax Free amount is \$5,250.00 but subject to IRS provision changes).

2. Degree Incentive

- a. An employee shall receive \$25 per pay period for holding an Associate’s Degree or \$50 per pay period for holding a Bachelor’s Degree. The degree must be from an institution of higher learning recognized as accredited in the United States. If an employee holds both an Associate’s and Bachelor’s Degree, they shall receive pay for the higher degree only.

E. Deferred Compensation

- a. With the exception of initial probationary firefighters, The City will contribute \$36.54 per pay period (26 pay periods per year) for each employee into a deferred compensation (457) plan. If an employee leaves employment with the city, then the 457 contributions will be discontinued with the employee’s final date of employment. Contributions will be made by the city on each employee’s behalf to either Nationwide or ICMA 457 plans, whichever is designated by the employee.

## **ARTICLE VIII - WORKING CONDITIONS**

A. Layoffs

1. Reductions in force shall be in order of seniority within the department; that is, the employee last hired in the department shall be the first released. Employees who are scheduled to be released shall be given at least fourteen (14) calendar days’ notice. All recalls of employees to employment shall likewise be in order of seniority within the department in which employed; that is, the last employee released as a result of a reduction in force, shall be the first rehired when the Employer needs additional employees. It shall be the employee's responsibility to maintain a current notification address on record with the Fire Chief or his designee. The **ASSOCIATION** shall also be notified in advance of all recall actions. An employee who is notified to report to duty but fails to notify the Employer within fourteen (14) calendar days of his intention to report to work shall forfeit his right to re-employment.

B. Association Bulletin Boards

1. The Employer agrees to provide suitable space for Association bulletin boards. Postings by the Association on such boards are to be confined to official business of the **ASSOCIATION**.

### C. Shift Trading

1. Upon approval of the Battalion Chief, and Captain, subject to review by the Fire Chief or his designee, any employee will have the right to exchange shifts or trade time with any other qualified employee. The practice of exchanging shifts or trading time will be a voluntary program by the employees in order to permit an employee to absent himself, or herself, from work to attend purely personal pursuits. When an employee is absent from work under the exchange of shift policy, no other employee will be paid working out of classification or overtime pay as a result of the exchange.
2. Shift trades between personnel from different divisions, such as Suppression and the Fire Prevention Bureau require approval, in advance, by the Fire Chief.

### D. Uniform Allowance

1. The clothing allowance for Fire Suppression and Day personnel shall be four hundred fifty dollars (\$450.00) per year. New recruits shall be given five hundred seventy-five dollars (\$575.00) for their first clothing allowance.
2. Changes in uniform style or requirement shall not be made during the terms of this agreement, unless mutually agreed upon by the **ASSOCIATION** and the Chief.
3. All working uniforms shall be of wash and wear variety with the approval of the Fire Chief.
4. Clothing allowance as set by this section shall be paid to the **ASSOCIATION** by August 1<sup>st</sup> of each year.
5. All newly confirmed firefighters will be provided, on a one-time basis, one Dress Uniform, one matching pair of pants and one "Class A" hat.
6. Every new association member will be provided wild land firefighting boots as part of their initial protective gear ensemble.
7. The employee is responsible for any applicable taxes associated with the provision of the items above.

### E. Physical Examinations

1. Fire Department personnel may elect to undergo an annual physical by the city physician at no cost to the employee. This physical examination will be conducted by the designated Fire Department physician and scheduled by the employee. Physical examinations will be scheduled on the employee's day off.
2. The first physical after entrance exam shall include an electrocardiogram.
3. All personnel will receive a chest x-ray if determined to be needed by the physician contracted for service by the **EMPLOYER**.
4. An audiology test will be provided annually to uniform Fire Department personnel.
5. Employees must be able to physically and mentally perform the duties of the position. Any action taken by the **EMPLOYER** in connection with this provision, including termination shall be upon the recommendation of the City physician and the Fire Chief.
6. The employee shall be afforded a copy of his/her medical records upon request of the City's physician.
7. The employee may obtain a second medical opinion at his/her own expense if the City's physician's report may affect his/her employment status. The employee reserves the right to select the physician furnishing the second opinion and shall be afforded a pre-termination hearing.

8. The Employer shall provide all **ASSOCIATION** members with vaccinations for Hepatitis B, and subsequent booster inoculations.
9. A prostate specific antigen exam will be provided annually to all uniformed Fire Department personnel over the age of 50, and at age 45 for all personnel with a family history of prostate cancer.

F. General Provisions

1. The Employer shall provide to employees on duty:
  - a. Initial badge and name plates as required by the Fire Chief.
  - b. Items to maintain stations, including necessary soap and towels for dormitories as required.
  - c. Furnish meals as necessary on a call-out of four (4) hours or more.
  - d. Kitchen facilities for preparing meals.
  - e. From the date of this contract forward, any new or replacement firefighting equipment and protective clothing as required by the National Fire Protective Association: 1500 will be supplied to firefighters on duty by the Employer.
  - f. The Employer agrees that present parking facilities shall remain for the term of this Agreement; and those employees, with the approval of the supervisor, may work on their personal autos and other personal equipment during alarm time.

G. Just Cause

1. This section does not apply to initial probationary firefighters.
2. No employee shall be disciplined, suspended, or dismissed, except for justifiable cause.
3. Disciplinary Procedures. The following disciplinary procedures shall be followed in all cases where the seriousness of the infraction may warrant discharge, demotion, or suspension. These procedures may be followed, at the discretion of the **EMPLOYER**, in other cases.
  - a. Employees may be disciplined or discharged for just cause. For other than serious infractions, discipline should be applied at progressive and escalating levels. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, the severity of the offense, and the employee's prior record of discipline.
  - b. Disciplinary actions or measures may include the following:
    - (1) Oral reprimand.
    - (2) Written reprimand.
    - (3) Suspension without pay.
    - (4) Demotion.
    - (5) Discharge.
  - c. The provisions of this section shall not prevent the Employer from ordering any other remedial action.
  - d. Prior to the imposition of suspension without pay, demotion, or discharge, the employee shall be informed in

writing of the charges against him/her, of the possible disciplinary actions that may be taken, and of the time, date and place at which the employee will be given the opportunity to respond to the charges. The hearing will be held no sooner than seven (7) business days after the Notice of Intent to Take Disciplinary Action. The employee shall be required to sign the written record of discipline as an acknowledgment that they have read the contents of the document.

- e. The **EMPLOYER** may use administrative leave with pay pending the final decision as to imposition of discipline.
- f. The employee and the employee's representative with the employee's written authorizations shall have the right to inspect the full contents of his/her personnel file. No written reprimand or other written record of imposition of any disciplinary action may be placed in an employee's personnel file unless both the employee and the **ASSOCIATION** have received written notice of discipline. The employee shall be required to sign the written record of discipline as an acknowledgment that they have read the contents of the document.
- g. An employee may request that written records of disciplinary action be removed from their personnel file after a period of four (4) years.
- h. No employee shall be demoted except for just cause. Any employee who has been demoted will be eligible for promotion six (6) months from the date of demotion. Any demotion shall not cause any loss in departmental seniority.

#### H. Business by Union Representatives

- 1. The **EMPLOYER** agrees that accredited representatives of the International Association of Fire Fighters or the Montana State Council of Professional Firefighters shall have full and free access to the premises of the **EMPLOYER** at all times with the approval of the Chief. The Employer shall provide shift coverage for the Negotiating Team (the team shall consist of no more than 6 members) to attend negotiation sessions, mediation, fact-finding meetings, arbitration hearings, Joint Labor Management Committee (JLMC) meetings, and appointed Insurance Committee members.
- 2. The Employer shall provide two (2) hours during recruit training for a Union Representative to present a new member orientation with any new firefighter.
- 3. Coverage is for on-duty members only.

#### I. Job Posting Notification

- 1. The **EMPLOYER** agrees to post notice of all vacancies in positions normally assigned by the Fire Chief. A copy of the notification will be posted on all Department bulletin boards or published by distribution of Fire Department Informational Notices.

#### J. Promotional Priority Procedure –

On or prior to February 1 of each year, the promotional priority schedule for all grades below Battalion Chief shall be posted. The promotional priority schedule shall be the Master Work Roster.

- 1. Promotion Requirements - For promotion to the grades listed below, candidates must meet the listed requirements for each grade.
  - a. **FIREFIGHTER:** All new uniformed members of the Billings Fire Department who have satisfactorily

completed their probationary period shall be classified as Firefighter.

- b. **FIREFIGHTER 1:** All Firefighters who have completed a minimum of 18 months of satisfactory service with the Billings Fire Department and have been departmentally certified as having completed the NFPA standards for Firefighter 1.
  - c. **FIREFIGHTER 2:** All Firefighter 1's who have completed 30 months of satisfactory service with the Billings Fire Department and have been departmentally certified as having completed the NFPA standards for Firefighter 2.
  - d. **ENGINEER:** Firefighter 2's who have satisfactory service with the Billings Fire Department and successfully (70% minimum score) completed the written tests on the following IFSTA Manuals, plus qualification evaluation tests consisting of an operating, pumping and driving practical testing administered and evaluated by the Training Chief or his/her designee and two other randomly selected members of the department. An Engineer Development Program (EDP) will become a policy establishing the Engineer qualification and will become a requirement for promotion.
    - (1) Pumping Apparatus Driver/Operator
    - (2) Aerial Apparatus Driver/Operator
  - e. **CAPTAIN:** Firefighter 2's or above rank who have satisfactory service with the Billings Fire Department and have passed the required IFSTA Manuals, the Officer's Qualification Test and completed the Officer Development Program (ODP). The ODP course shall be offered to members on a seniority basis, starting with the most senior member each time the course is offered.
    - (1) Building Construction
    - (2) Company Officer
2. Promotion requirements for Battalion Chief, Training Chief, and Fire Marshal.
- a. **BATTALION CHIEF:** The position of Battalion Chief shall be selected from personnel who have completed fifteen (15) years satisfactory service with the Billings Fire Department and who have been promoted to the rank of Captain and have completed the Battalion Chief Development program.
  - b. **TRAINING CHIEF:** The position of Training Chief shall be selected from personnel who have completed five (5) years' satisfactory service with the Billings Fire Department and who are qualified to be Captain.
  - c. **FIRE MARSHAL:** Shall have had at least five (5) years of service in the Billings Fire Prevention Bureau and be ICC Fire Inspector II Certified. The Fire Marshal shall obtain ICC Certified Fire Marshal certification within one (1) year from the date of promotion. If the employee does not achieve the certification, then his or her base salary will be frozen at his/her current grade and step until certification is achieved. If the Fire Marshal's rate has been frozen, then the date certification is achieved will become the employee's promotional anniversary date for step increases.
  - d. **ASSISTANT CHIEF:** The position of Assistant Chief is not represented by the Association; however, Management and the Association agree that the Association shall have two (2) appointees chosen by the Association on the selection committee for Assistant Chief.

3. Special Assignment

- a. The positions of Assistant Fire Marshall and Deputy Fire Marshall shall be considered as an assignment by the Chief.
  - (1) As vacancy occurs
    - (a) A Deputy Fire Marshal is expected to serve in that position for a minimum term of two (2) years and until a vacancy occurs in Suppression Division which allows Suppression personnel of every rank, specifically Firefighter, Engineer, and Captain, to apply for the Deputy Fire Marshal position. At that time, a DFM may submit a letter to the Fire Chief and Fire Marshal requesting reassignment. Upon submission, the Fire Chief, or his/her designee, shall have 10 business days to post a job position opening for the vacancy of Deputy Fire Marshal. The position opening shall be posted for a minimum of two (2) weeks. In the event the position remains unfilled, the position shall be posted for an additional two (2) weeks. In the event the position is still unfilled, the City shall have the right to open this position to qualified candidates outside of the Billings Fire Department who meet the equivalent position requirements including, but not limited to, fire service experience, ICC Fire Inspector 1, and education/training benchmarks as described in the job description. In the event a candidate from outside of the Billings Fire Department is assigned to this position, their seniority shall be equal to their actual service time on the Billings Fire Department.
    - (b) Assistant Fire Marshal Eligibility Requirements: Shall have had at least three (3) years of service in the Billings Fire Prevention Bureau and be ICC Fire Inspector II certified. The Assistant Fire Marshal shall obtain ICC Fire Plans Examiner certification within one (1) year from the date of assignment. If the employee does not achieve the certification, then his or her base salary will be frozen at his/her current grade and step until certification is achieved. If the Assistant Fire Marshal's rate has been frozen, then the date certification is achieved will become the employee's promotional anniversary date for step increases.
    - (c) The position of Assistant Training/EMS Chief shall be selected from personnel who have completed three (3) years' satisfactory service with the Billings Fire Department, and who are qualified for Firefighter II at Step F. The position vacancy shall be posted for a minimum of two (2) weeks. In the event the position remains unfilled, the position shall be reposted for an additional two (2) weeks. In the event the position is still unfilled, the City shall have the right to open this position to qualified candidates outside of the Billings Fire Department that meet the equivalent position requirements including but not limited to fire service experience, and education/training benchmarks as described in the job description. In the event a candidate from outside of the Billings Fire Department is assigned to this position, their seniority shall be equal to their actual service time on the Billings Fire Department. The Assistant Training Chief may return to suppression as per ARTICLE VI – HOURS OF WORK AND COMPENSATION, L.

#### 4. General Conditions

- a. All promotions shall be made permanent upon satisfactory completion of a six (6) month probationary period. The Fire Chief has the right to extend the probationary period for up to an additional six (6) months. During the original probationary period, and any extension of that period, the Fire Chief has the right to demote an individual to their previous position under Article VIII, G. Just Cause, Disciplinary Procedure.

- b. CAPTAINS: All candidates for Captain shall be evaluated by Battalion Chiefs. This information shall be used as part of the six (6) month probationary evaluation.
  - c. All promotions through Firefighter 2 shall be made as soon as the individual fulfills all qualifications. All other promotions shall be made expeditiously and as soon as possible after a vacancy occurs. Satisfactory service shall be based upon last year's performance evaluations and the individual's personnel file.
  - d. Failure to attain Firefighter 2 prior thirty-six (36) months of employment shall be grounds for disciplinary action.
  - e. In the event that more promotions are needed than can be made under the provisions of this procedure, selected requirements may be waived subject to the agreement between the representative of Local 521 and the representative of the City.
  - f. Courses of instruction and materials containing the necessary information shall be provided to all personnel during work assignment periods, prior to giving tests used to determine eligibility for placement on the promotional priority schedule.
  - g. Engineers shall drive and operate engines. Only qualified personnel shall drive and operate water tenders and brush rigs. Qualified Captains shall be in charge of and may operate the aerial equipment in the absence of a qualified engineer. The Captain is in charge of company operations.
5. Qualification Evaluation - Selection for inclusion on the promotional list for Engineer and Captain shall be determined from those qualifications as follows:
- a. Candidates will be tested for placement on the promotional priority schedule three (3) times a year. The promotional test will be designed by a mutually agreed upon independent agency.
  - b. Attaining a passing score on given tests shall be considered as qualifying the individual for placement on the promotional priority schedule. This score shall be determined by the developing agency and subject to adjustment through joint negotiation between the City of Billings, Montana, and Local 521 of the International Association of Firefighters. All Captain promotional tests shall be based on questions from the following material:
    - (1) Fire Marshal's Office Handbook for Captain
    - (2) Rules and Regulations
    - (3) City and Fire Department Policies
    - (4) Protocols developed by the Billings Fire Department:
      - (a) Incident Command
      - (b) Hazardous Materials
      - (c) EMS
      - (d) Airport
      - (e) Exposure Control
      - (f) Confined Space

- (g) Rope Rescue
- (h) Fire Investigation
- (i) High Rise
- (j) Structure Firefighting
- (k) Wild Land

(5) The manuals and new protocols may be changed by mutual consent between the Fire Chief and the **ASSOCIATION**.

- c. Personnel receiving a passing score of 70% or better on all promotional examinations for engineer and company officer will be retained on the promotional list.
  - d. The promotional priority schedule shall list passing personnel in order of seniority. (The man with the most seniority first, the man with next most seniority second, etc.), except in cases of demotion. Any employee who was promoted and subsequently demoted during their probationary period must wait six (6) months from the date of demotion before they may again be promoted. All promotions for Engineer and Captain shall be made in accordance with this list.
  - e. **BATTALION CHIEFS, TRAINING CHIEF AND FIRE MARSHAL:** All candidates shall be evaluated by a promotional board consisting of three (3) members appointed by the Fire Chief and three (3) members appointed by the **ASSOCIATION**. This board will develop a list of no more than three (3) candidates. The Fire Chief must select the Battalion Chiefs, Training Chief, and Fire Marshal from the list of three (3) candidates presented by the Promotional Board. If the promotional board is unable to develop a list of no less than three (3) candidates, then the position will be advertised again for a minimum of two (2) weeks. If after two (2) weeks the promotional board is still unable to develop a list of no less than three (3) candidates, the Chief shall have the right to promote a qualified member of the Billings Fire Department that meets all the requirements for that position.
6. Grandfather Provision - Changes in the promotional priority procedure shall not affect the qualification requirement for those who have been promoted or who have completed the requirements for the next promotion or grade prior to the approval of this contract.

**K. Forfeiture of Vehicle and Maintenance Work**

- 1. Members of IAFF Local 521 shall no longer perform maintenance or repair of any Fire Department vehicles or equipment while on duty. This shall include but is not limited to; Fire Department apparatus, fleet vehicles, small engines, mobile radios, emergency lighting and electrical systems, apparatus buildup, retrofit or fabrication of new or existing apparatus and equipment, lubrication and maintenance of aerial devices, annual pump testing, station generators and compressors.
- 2. Local 521 agrees to perform daily, weekly and monthly apparatus checks consistent with current check sheets as of this date excluding the lubrication of aerial apparatus waterway and ladder.

**L. Random Drug/Alcohol and Reasonable Suspicion Policy**

- 1. The Employer and the Union agree to promote the health, safety, and welfare of its employees and the community by maintaining an alcohol and drug-free workplace. The Employer will conduct random drug and

alcohol testing of all firefighters of the Billings Fire Department in accordance with the Workforce Drug and Alcohol Testing Act of the Montana Code Annotated and the written policies issued by the Employer.

M. Tobacco

1. Compliance with MCA 7-33-1901 et seq. is mandatory; reporting and testing to meet that requirement are beneficial for firefighter health and safety as well as city compliance with Montana Code. Employee violation of MCA 7-33-1901 et seq. shall fall under the provisions of progressive discipline procedures as outlined in Article VIII Section G Sub 2.

N. Voluntary Physical Fitness Program – Pack Test:

1. The purpose of this program is to promote physical fitness. Fire Department employees covered by this Collective Bargaining Agreement (CBA) may voluntarily participate in the physical fitness testing process. The test shall consist of the nationally recognized standard associated with the wildland firefighting physical test known as “The Pack Test”.
2. The Pack Test will be administered in the spring and fall as scheduling and equipment permit. A one (1) time payment associated with successful completion of the Pack Test will be awarded annually during the first pay period in December of each year in the amount of \$300.00.
3. Fire Department employees who volunteer for the Physical Fitness Pack Test must complete the test each calendar year to be eligible for the physical fitness compensation benefit.
4. The Pack Test “Arduous” level shall be the recognized test parameters associated with the physical fitness program. The following protocol applies to the physical fitness Pack Test:
  - a. The “Arduous” level test is a 3-mile hike/walk with a 45 –pound pack and must be completed in 45 minutes or less to pass the test.
  - b. Testing shall be continuously monitored by the Training Chief.
  - c. No Jogging or running is permitted.
  - d. The test is Pass/Fail only.
  - e. All packs will be weighed before and after the test.
  - f. Testing will be monitored by the Training Chief, and any problems shall be brought to the Training Chief’s attention.
  - g. The Fire Chief may, upon request, accept a Pack Test taken by an employee if it is administered by another governmental agency. The employee must provide the Billings Fire Chief with a written request in advance of the test, which includes written verification from the administering agency that its Pack Test complies with all the requirements set forth in this section. The Billings Fire Chief will then either approve or deny the request. If approved, it is the employee’s responsibility to promptly provide the Billings Fire Chief with written verification of the details of the test and whether they passed.

## **ARTICLE IX - ASSOCIATION MANAGEMENT**

### **COMMITTEES**

#### A. Joint Labor Management Committee

1. There shall be a Joint Labor Management Committee that will use the Interest-Based problem-solving process trained by a Montana Board of Personnel agent. These meetings will be scheduled quarterly, with an option to cancel such meetings by mutual agreement. If facilitation is needed, then the request will be made to the Montana Board of Personnel Appeals. Recommendations will be made by consensus. If the parties are unable to reach consensus, then the issue shall exit the Committee and each party will have the same rights and or obligations related to the issue that each had prior to the issue being submitted to the Committee.

#### B. Promotion Committee

1. The **EMPLOYER** and **ASSOCIATION** agree that its designated representatives shall meet to discuss the promotional priority procedure. Such meetings shall provide the parties with a forum to explore new concepts that may enhance the current promotional priority procedures. The discussions of the committee shall not be binding on either party and shall not commit the **EMPLOYER** or **ASSOCIATION** to any specific proposal should the parties mutually agree to bargain collectively concerning the promotional priority procedure in the future.

#### C. Officer Development Program Committee

1. There shall be an Officer Development Program (ODP) Committee composed of the following positions or their designees: Fire Chief, Assistant Fire Chief, Training Chief, Battalion Chief, Fire Marshal, and a representative from the **ASSOCIATION**. The Committee is directed to study, formulate, substantiate, recommend and oversee the training/educational program for the Officer Development Program. Decisions made by the committee shall be by consensus. If parties are unable to reach consensus, then the matter shall exit the Committee and each party will retain its initial rights and/or obligations related to the matter.

#### D. Engineer Development Program (EDP) Committee

1. There shall be an Engineer Development Program (EDP) Committee composed of the following positions or their designees: Fire Chief, Assistant Fire Chief, Training Chief, Battalion Chief and Fire Marshal and a representative from **the Association**. The Committee is directed to study, formulate, substantiate, recommend, and oversee the training/educational program for the Engineer Development Program. Decisions made by the committee shall be by consensus. If parties are unable to reach consensus, then the matter shall exit the Committee and each party will retain its initial rights and/or obligations related to the matter.

## **ARTICLE X – Crisis Response Unit (CRU)**

For the terms of this agreement, the CRU employees shall be covered under Article XII. Unless specified otherwise in this Article, all other rights granted in the CBA shall apply. The ASSOCIATION and EMPLOYER agree that this

position is new and problems that arise should be addressed in the agreed upon JLMC process.

A. Work Schedule

1. CRU employees shall work a 12-hour workday on the following schedule consisting of a 14-day work cycle that repeats at the end of each pay period: resulting in an 84 hour per pay period, or 2184 hr./year.
  - a. Two (2) 12-hour workdays.
  - b. Two (2) consecutive days off.
  - c. One (1) 12-hour workday.
  - d. One (1) day off.
  - e. One (1) 12-hour workday.
  - f. Two (2) consecutive days off.
  - g. Two (2) 12-hour workdays.
  - h. One (1) day off.
  - i. One (1) 12-hour workday.
  - j. One (1) day off.
2. The workday for CRU employees shall include a sixty (60) minute lunch break and a fifteen (15-minute morning and afternoon break. It shall also include a sixty (60) minute end-of-shift period to be out of service to complete paperwork and reporting.

B. Compensation

3. Pay Status- All employees covered by this agreement are non-exempt hourly employees as defined by the FLSA. As such, all employees shall be paid for all hours worked and for approved, paid leave hours.
4. Wages
  - a. CRU-EMT Probationary shall be \$23.0225 per hour.
  - b. CRU-EMT Confirmed Step 2 (6 months) shall be \$24.1737 per hour.
  - c. CRU-EMT Confirmed Step 3 (18 months) shall be \$25.3824per hour.
  - d. All CRU employees shall also receive any negotiated COLA.

C. Overtime Pay

5. CRU employees are not qualified for the FLSA 7K exemption and are entitled to overtime pay at the normal 40hr per week time frame at time and one half.

D. Vacation Leave

- a. Each employee shall earn vacation leave credits. Earned leave shall be credited for each pay period. Employees are not entitled to use any paid vacation leave until employed for at least six (6) months. Credits shall be earned according to the following schedule but are taken/used at a rate equal to the actual number of hours that the employee is absent from work.

b. CRU Vacation accrual

- |                        |               |
|------------------------|---------------|
| 1. 0 through 10 years  | 126 hours/yr. |
| 2. 11 through 15 years | 151 hours/yr. |
| 3. 16 through 20 years | 176 hours/yr. |

4. 21+ years 202 hours/yr.

c. This CRU schedule is calculated as follows and the calculation method shall be used for the number of scheduled hours per calendar year, regardless of the number of hours actually worked: number of vacation leave credit days earned according to Montana Code, 2-18-612 MCA (2005); multiplied by 8 hours per day; divided by 2080; multiplied by 2184 and rounded to the nearest whole hour.

d. Vacation selection shall be by mutual agreement between the ASSOCIATION and the EMPLOYER

E. Holidays

6. CRU Employees are entitled to all holidays listed in ART VII Sec A 2 (a)

7. CRU Employees working on holidays shall be paid at time and one half for all hours worked for that shift.

F. Shift Trading

8. CRU Employees shall be allowed to shift trade within the CRU workforce.

G. Pre-Employment Physical

9. CRU Employees will be given the same pre-employment physical that suppression personnel receive.

H. Pension

10. CRU Employees shall be sworn members of the Billings Fire Department and as such shall be enrolled in FURS.

I. Probationary Period

11. CRU Employees' probationary period shall be 6 Months.

J. CRU Required Certifications

12. Probationary job requirements must be completed within 6 months from date of hire.

a. Mental Health First Aid

b. Crisis Intervention Training

13. Continuing job requirements below must be completed within 18 months from date of hire.

a. Community Integrated Healthcare Worker

14. Job requirements enacted by state or federal law shall be added as necessary, to comply with billing and reimbursement requirements and addressed through JLMC.

## **ARTICLE XI - CITY SECURITY**

The ASSOCIATION agrees to the essential nature of service provided by its members in protecting public safety. In recognition of this fact, the ASSOCIATION agrees that there shall be no work interruptions, slowdowns, or strikes at any time during this Agreement. In the event of unauthorized interruptions, the ASSOCIATION agrees it will join the EMPLOYER in requiring its members to return to work immediately. The EMPLOYER agrees that there shall be no lockout of employees during the life of this agreement.

## **ARTICLE XII - TERMS OF AGREEMENT**

### **AND NEGOTIATIONS**

This Agreement shall become effective on the 1st day of July 2023 and continue in full force and effect through the 30th day of June 2026. Either party may open any portion or all of the contract for negotiation of the next contract by giving the other party notices of its desire to modify the Agreement on or prior to April 1, 2026. Such notification shall include the desired modification(s) for the party to review such proposed changes prior to the first negotiation session. Existing wages, hours, and other conditions of employment arising out of this Agreement shall not be changed by the action of either party without the consent of the other during the negotiation, mediation, fact-finding, or arbitration of the next contract. Any additional cost of maintaining the items listed in this paragraph, after the expiration of this Agreement, shall be figured in the financial settlement of the next Agreement.

The parties may mutually agree to engage in collective bargaining with respect to a particular subject or matter covered or not covered in this Agreement.

If any provision of this Agreement is declared invalid by any court, only that provision declared invalid shall be affected and all other provisions shall remain in full force and effect. Any ordinance enacted during the term of this Agreement shall not abridge, abrogate, or alter any of the terms of this Agreement.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that all the understandings and Agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective and duly authorized officers and representatives, have hereto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF BILLINGS**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS IAFF  
LOCAL 521**

WILLIAM A. COLE, MAYOR

CAMERON ABELL – PRESIDENT

\_\_\_\_\_

\_\_\_\_\_

DENISE R. BOHLMAN – CITY CLERK

CHRIS MOON – VICE PRESIDENT

\_\_\_\_\_

\_\_\_\_\_

JAKE WILKINS – SECRETARY / TREASURER

\_\_\_\_\_

CHRIS PETERSON – FINANCE OFFICER

\_\_\_\_\_

ZACH WELTON – OFFICER AT LARGE

\_\_\_\_\_

SHAWN O'BRIEN – MEMBER OF THE NEGOTIATION TEAM

\_\_\_\_\_

# EXHIBIT A

## Pay Matrix – Billings Fire Department – July 1, 2023 – June 30, 2026

| Grade      | Rank                                   | Step       | 23-24   | 24-25 3% | 25-26 3% |         |
|------------|----------------------------------------|------------|---------|----------|----------|---------|
| <b>F72</b> | <b>CRISIS RESPONSE UNIT</b>            | Prob (1)   | 23.0225 | 23.7132  | 24.4246  |         |
|            |                                        | Step 2     | 24.1737 | 24.8989  | 25.6459  | 6 mos.  |
|            |                                        | Step 3     | 25.3824 | 26.1439  | 26.9282  | 18 mos. |
| <b>F77</b> | <b>FIREFIGHTER</b>                     | Prob (A/1) | 23.4490 | 24.1525  | 24.8770  |         |
|            |                                        | FF (D/4)   | 27.7206 | 28.5522  | 29.4088  | 6 mos   |
|            |                                        | FF1 (E/5)  | 28.8123 | 29.6767  | 30.5670  | 18 mos  |
|            |                                        | FF2 (F/6)  | 30.2075 | 31.1137  | 32.0471  | 30 mos  |
|            |                                        | FF3 (G/7)  | 32.5752 | 33.5525  | 34.5590  | 42 mos  |
| <b>F87</b> | <b>ENGINEER</b>                        | F (6)      | 35.9034 | 36.9805  | 38.0899  |         |
|            |                                        | G (7)      | 36.9965 | 38.1064  | 39.2496  |         |
| <b>G03</b> | <b>CAPTAIN</b>                         | F (6)      | 40.9504 | 42.1789  | 43.4443  |         |
|            |                                        | G (7)      | 44.0970 | 45.4199  | 46.7825  |         |
| <b>218</b> | <b>BATTALION CHIEF</b>                 | F (6)      | 48.5341 | 49.9901  | 51.4898  |         |
|            |                                        | G (7)      | 50.8940 | 52.4208  | 53.9934  |         |
| <b>G13</b> | <b>DEPUTY FIRE MARSHAL</b>             | B (2)      | 37.5929 | 38.7207  | 39.8823  |         |
|            |                                        | C (3)      | 42.5668 | 43.8438  | 45.1591  |         |
|            |                                        | D (4)      | 44.2498 | 45.5773  | 46.9446  |         |
|            |                                        | E (5)      | 46.4846 | 47.8791  | 49.3155  |         |
|            |                                        | F (6)      | 48.8039 | 50.2680  | 51.7761  |         |
|            |                                        | G (7)      | 50.7423 | 52.2646  | 53.8325  |         |
| <b>G16</b> | <b>ASST. TRAINING CHIEF</b>            | B (2)      | 39.7603 | 40.9531  | 42.1817  |         |
|            |                                        | C (3)      | 41.7483 | 43.0007  | 44.2908  |         |
|            |                                        | D (4)      | 43.8357 | 45.1508  | 46.5053  |         |
|            |                                        | E (5)      | 46.5823 | 47.9798  | 49.4192  |         |
|            |                                        | F (6)      | 50.7577 | 52.2804  | 53.8488  |         |
|            |                                        | G (7)      | 51.8211 | 53.3757  | 54.9770  |         |
| <b>G17</b> | <b>ASST. FIRE MARSHAL</b>              | F (6)      | 49.3734 | 50.8546  | 52.3802  |         |
|            |                                        | G (7)      | 52.3054 | 53.8746  | 55.4908  |         |
| <b>G28</b> | <b>FIRE MARSHAL<br/>TRAINING CHIEF</b> | F (6)      | 55.0617 | 56.7136  | 58.4150  |         |
|            |                                        | G (7)      | 57.7962 | 59.5301  | 61.3160  |         |

Paramedic Pay: 6% of F77/D in 2023-24; 7% in 2024-25; 8% in 2025-26

Longevity Pay was eliminated July 1, 2023

**EXHIBIT B**  
**HIGHER CLASSIFICATION PAY**

| Code | Description                         |  | 7/1/2023 | 7/1/2024 | 7/1/2025 |
|------|-------------------------------------|--|----------|----------|----------|
| HFE  | Firefighter to Engineer             |  | 3.3282   | 3.4280   | 3.5309   |
| HFC  | Engineer to Captain                 |  | 3.9539   | 4.0725   | 4.1947   |
| HFB  | Captain to BC                       |  | 4.4371   | 4.5702   | 4.7073   |
| HFD  | Deputy Fire Marshal to FM           |  | 4.3194   | 4.4490   | 4.5825   |
|      |                                     |  |          |          |          |
| HOE  | HC Overtime Firefighter to Engineer |  | 4.9923   | 5.1421   | 5.2963   |
| HOC  | HC Overtime Engineer to Captain     |  | 5.9309   | 6.1088   | 6.2921   |
| HOB  | HC Overtime Captain to BC           |  | 6.6556   | 6.8553   | 7.0609   |

**Certification Pay:**

July 1, 2023-June 30, 2024 – Employees may be paid for a maximum of 3 certifications.

- 1 Cert - \$25 x 24 pay periods = \$600
- 2 Certs - \$50 x 24 pay periods = \$1200
- 3 Certs - \$75 x 24 pay periods = \$1800

July 1, 2024-June 30, 2025 – Employees may be paid for a maximum of 2 certifications (Team leads eligible for 3 certifications)

- 1 Cert - \$37.50 x 24 pay periods = \$900
- 2 Certs - \$75 x 24 pay periods = 1800

July 1, 2025-June 30, 2026 – Employees may be paid for a maximum of 2 certifications (Team leads eligible for 3 certifications)

- 1 Cert - \$50 x 24 pay periods = \$1200
- 2 Certs – \$100 x 24 pay periods = \$2400

## Appendix

### **IAFF - LOCAL 521 RANDOM** **DRUG/ALCOHOL AND REASONABLE** **SUSPICION POLICY**

#### **PURPOSE:**

The purpose of this policy is to provide an alcohol and drug-free workplace for the protection and well-being of the City of Billings, its employees, and the public it serves along with City property, equipment, and operations. Employees (IAFF – Local 521) are expected to report to work alcohol and drug free to enable safe and efficient job performance. Employees, while on-the-job, while on department premises, or in the scope and course of employment are expected to engage in activities which are appropriate for the work environment and do not compromise the City's integrity or interest in maintaining a safe, secure, and alcohol and drug free workplace.

#### **POLICY:**

The City of Billings is committed to protecting the safety, health, and well-being of all employees and the individuals with whom the employees come into contact. Therefore, the City establishes an alcohol and drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

If there are employees who have drug or alcohol problems, the city encourages affected employees to seek help through the Employee Assistance Program (EAP) and the benefits available through the City's medical plan. The city will not terminate employment, discipline, or discriminate against an employee solely because an employee voluntarily seeks treatment for an alcohol or substance abuse problem by following the City's controlled substance safe-harbor procedures prior to any drug or alcohol related occurrence, including testing notification.

The unlawful manufacture, distribution, possession, sale, transfer, or use of illegal drugs; or illegal use of a legally obtainable drug or substance; or impairment by over-the-counter drugs or misuse of alcohol is strictly prohibited. Illegal possession of drug paraphernalia is prohibited. As a condition of employment, all employees must abide by this prohibition while in any employment capacity with the City, and while on City property, in any City vehicle, or at any City office or facility. All employees are expected to be at work without being under the influence of drugs and/or alcohol, including controlled substances to enable safe and efficient job performance.

Violation of this policy will result in the discipline set out in the attached procedures.

The provisions of the Workforce Drug and Alcohol Testing Act, Sections 39-2-205 through 39-2-211, MCA, provide the basis for this policy.

#### **DEFINITIONS:**

For the purposes of this policy.

**Alcohol** – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.

**Controlled Substance(s)** – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code Annotated (for example, but not limited to: cocaine, marijuana, medical marijuana, and methamphetamine) For the purpose of this policy, the term 'controlled substance' does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.

**Illegally Used Drugs / Illegal use of drugs** – means:

- a. Any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner.
- b. Any other over the counter or non-drug substances (for example, but not limited to airplane glue) being used for other than their intended purpose.

#### **EMPLOYEES SUBJECT TO THIS POLICY**

- a. All IAFF – Local 521 full-time and the probationary firefighters of the City of Billings.
- b. Prospective job applicants are subject to pre-employment testing prior to confirmation.

#### **ROLES AND RESPONSIBILITIES:**

- A. Employees are prohibited from:
  1. Using, consuming, distributing, or possessing alcoholic beverages or illegal drugs while on duty or reporting for duty while under the influence of alcoholic beverages or illegal drugs.
  2. Use of, consumption of, distribution of, or possession of alcoholic beverages and illegal drugs by employees are always prohibited in City worksites whether on duty or off duty. The term "worksites" includes City vehicles and private vehicles while being used by employees in the performance of their duties.
  3. Use, distribution, dispensation, possession, manufacture, or sale of (illegal drugs) while off duty which adversely affects the employee's work performance, the safety of the employee or others at work, or a criminal drug related arrest that results in a conviction. This includes reporting to duty while under the influence of illegal drugs.
  4. Use of alcohol off duty that adversely affects the employee's work performance, the safety of the employee or others at work, or a criminal arrest that results in an alcohol related conviction. This includes reporting to duty while under the influence of alcohol.
- B. Employees are expected to notify Human Resources of any drug or alcohol criminal conviction no later than five (5) calendar days after conviction.
- C. Station Captains are required to:
  1. attend training sessions on alcohol misuse, controlled substance misuse, and the illegal use of drugs in the workplace when offered;

2. report anything that could create Reasonable Suspicion to the Division Heads and Fire Administration;
  3. ensure confidentiality of all information regarding employee testing, disciplinary action and rehabilitation.
- D. Division Heads in addition to Part C are required to initiate an alcohol/drug test as described in this policy when Reasonable Suspicion is confirmed.
- E. Fire Administration in addition to Part C and D are required to:
1. refer employees to the City's designated Substance Abuse Professional (SAP) under appropriate conditions for assistance in obtaining counseling and rehabilitation upon a finding of alcohol abuse, use of controlled substances or illegal use of legal drugs;
  2. initiate appropriate disciplinary action upon a finding of alcohol use, controlled substance use, and/or the illegal use of legal drugs;
  3. in conjunction with Human Resources, assist the SAP Administrator in evaluating employee performance and/or personnel problems that may be related to alcohol misuse, use of controlled substances or the illegal use of legal drugs.
- F. Human Resources is required to:
1. direct and implement this program to ensure it is administered consistently;
  2. consult with Department Head or designee in determining appropriate action for situations related to this program; and
  3. ensure that all records and information of personnel actions taken against employees with verified positive test results remain confidential and only shared with individuals having a legal right to access.

#### **AUTHORITY TO IMPLEMENT PROCEDURES**

The City Administrator is authorized to develop and maintain procedures to enact this policy.

#### **PERIODIC REVIEW**

This policy will be reviewed by the City Council with each proposed new IAFF – Local 521 Collective Bargaining Agreement.

## **PROCEDURES**

**Changes to the policy or procedures that affect IAFF - Local 521 employees will be bargained with that organization.**

### **I. EMPLOYEE ASSISTANCE PROGRAM**

- A. Any employee needing help in dealing with drug or alcohol problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan. Additional information regarding the City's EAP available in Human Resource's Policy Manual- Employee Assistance Program Policy. Employees who have questions or need more detailed information should contact Human Resources. The City EAP plays an important role in preventing and resolving problem alcohol and drug use by:
1. Providing confidential counseling and assistance to employees and their qualifying family members who self-refer for treatment or whose tests have been verified positive and monitoring the employee's progress through treatment and rehabilitation;
  2. Providing educational materials and training to employees on alcohol & drug use issues;
  3. Ensuring the confidentiality of test results and related medical treatment and rehabilitation records, which they maintain.
- B. The EAP will not be involved in the collection of test samples or the initial reporting of test results. The City's designated testing professional will be responsible for such testing.

### **II. SAFE HARBOR REFERRAL**

- A. A fundamental purpose of the City's Alcohol and Drug-Free Workplace Policy and Procedures is to assist employees who themselves are seeking treatment for alcohol or controlled substance use or misuse of prescription drugs. For this reason, the City will not initiate disciplinary action against any employee regarding the disclosure of his or her drug or alcohol related problem when the employee meets all three of the following conditions:
1. Voluntarily identifies him/herself to Human Resources as an abuser of alcohol and/or illegal drugs and/or as someone who misuses prescription drugs, as they apply to this policy, prior to being identified through other means, such as reasonable suspicion, or prior to being asked to provide a urine and/or breath sample for testing;
  2. Obtains evaluation, counseling or rehabilitation from an approved facility; and
  3. Thereafter refrains from using controlled substances or misusing prescription drugs and/or alcohol. The employee may be subject to a return-to-duty agreement as determined by the SAP.
- B. This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit his/her problem. Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit the problem, this provision is not available to an employee who requests protection under this provision after:
1. Being identified through other means; or
  2. Being asked to provide a urine sample for testing; or
  3. Having a verified positive test result for alcohol and/or controlled substances pursuant to this policy.
- C. Drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor are not covered by Safe Harbor protections.

### **III. ALCOHOL, CONTROLLED SUBSTANCE AND/OR DRUG MISUSE**

These prohibitions apply while an employee is on duty in City-owned facilities, any City-owned property, any City owned or rented vehicle, and any City approved activity.

- A. Employees are prohibited from consuming alcohol or controlled substances or engaging in the illegal use of drugs while on duty, during a scheduled portion of an approved activity such as training, or while on standby.
- B. Employees are prohibited from reporting to work or to a scheduled portion of a city approved work-related activity under the influence of alcohol or drugs.
- C. Employees are prohibited from reporting to work or to a city approved activity exhibiting signs of having consumed alcohol (such as the odor of alcoholic beverage on the breath) or controlled substances, or of engaging in the illegal use of drugs.
- D. This policy includes unanticipated call-out situations. If an employee cannot meet the requirements of call-out, it is his or her responsibility to tell a supervisor or person initiating the request to return to work that they cannot report to work. They shall suffer no reprisals for doing so.
- E. Alcohol is a legal substance for those ages 21 or older. Therefore, it is not the intention of this policy to prohibit employees from consuming alcohol when not on duty in paid status and the employee's performance of duties has concluded for the day. However, employees are expected to use good judgment and behave in a professional and respectable manner while attending events that are connected to their job duties.
- F. Misuse of drugs/and or alcohol as set out in the attached policy and these procedures or performing any duties under the influence of drugs and/or alcohol is a violation of this policy and will result in disciplinary action as set forth herein.
- G. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited.
- H. The illegal use of a legally obtainable drug or substance is prohibited.
- I. Use and possession of legally obtained prescription drugs when taken as prescribed and over-the-counter drugs is not prohibited by this part subject to the following:
  1. Employees who must use a prescription drug or over-the-counter medication that causes adverse side effects (e.g., drowsiness, impaired reflexes or reaction time) or may affect ability to perform work in a safe and productive manner must notify his or her supervisor prior to starting work or operating City equipment.
  2. A Division Head or Fire Administration, under reasonable suspicion, may relieve an employee from duty if it is determined that a medication is causing impairment to an employee's ability to perform the functions of his or her job. The employee will be required to utilize his/her accrued sick or leave time until such time that the employee is no longer impaired by the medication. If the employee runs out of leave time, they will then be placed in an unpaid leave status.

### **IV. TYPES OF TESTING**

- A. Reasonable Suspicion Testing
  1. All employees will be tested for alcohol and/or controlled substances when there is reasonable suspicion of on-duty use or impairment. Reasonable suspicion testing may be based on, but not limited to:
    - a. observable phenomena, including but not limited to direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol such as the odor of an alcoholic beverage on the breath;
    - b. a pattern of abnormal conduct or erratic behavior;

- c. conviction for a drug or alcohol-related offense. An employee will be tested only once for this conviction upon return to work.
  - d. evidence that the employee has tampered with a previous alcohol or drug test.
2. Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test.
3. If an employee is suspected of using or being impaired by alcohol, controlled substances or illegal drugs in violation of this policy, the appropriate Division Head will gather all information, facts, and circumstances leading to and supporting this suspicion. The division head will contact Fire Administration, Human Resources or other City Administration to come to the workplace for concurrence and a decision to test the individual.
4. The employee shall remain on duty but shall not be allowed to operate a vehicle or perform job functions until the circumstances are evaluated.
5. Employees who are subject to reasonable suspicion testing shall be transported to and from the collection facility identified by the City as an appropriate collection site depending on day and time testing is needed.
6. Testing will be conducted in compliance with the selected collection site's protocols.
7. The employee's Division Head will, within 48 hours, prepare and forward to Human Resources a written report on a Reasonable Suspicion Incident Record (attached), detailing the circumstances that formed the basis to warrant the testing. This report should include the appropriate date(s) and time(s) of reported alcohol or drug-related incident(s) during the shift, reliable/credible sources of information, rationale leading to the test and the action taken. All documentation related to the determination also shall be forwarded to Human Resources.

#### B. Post-Incident Testing

1. Employees involved in critical incidents, on-the-job accidents, or who engage in unsafe on-duty job-related activities that pose a danger to themselves or others or the overall operation of the City shall be subject to testing. If the employee's act, or failure to act, results in:
  - a. Death; or
  - b. Personal injury requiring immediate emergency room or urgent care center treatment; or
  - c. Damage to government or private property estimated more than \$1,500; or
  - d. At the request of the employee.
2. An employee subject to post-incident testing shall remain immediately available for up to two (2) hours for transportation to and from such testing, or the City may consider the employee to have refused to submit to testing.
  - a. If there were extenuating circumstances that kept the employee from submitting to a test within 2 hours after the incident, Human Resources shall evaluate those circumstances and make the final determination as to whether or not it will be deemed a refusal.
  - b. An employee subject to post-incident testing shall not consume alcohol or drugs, either legal or illegal, prior to the testing. Exceptions may be made for previously prescribed maintenance medications and/or medications administered to treat any personal injury.
3. If a test under this provision is not administered within two (2) hours of the occurrence, the supervisor shall document the reason(s) why it was not promptly administered. If more than eight (8) hours pass, then no alcohol test will be administered. If more than thirty-two (32) hours pass, no drug test shall be administered. If either test is not completed, Human Resources shall document the reason(s) why.

C. Random Testing

1. Random testing for alcohol and/or controlled substances will be conducted on all employees before, during or after their scheduled shift.
2. Random tests will be unannounced and will occur throughout the calendar year.
3. The random selectees will be notified by their supervisor using a lottery system conducted by an outside agency. The Random, Reasonable Suspicion and Post-Incident testing will be conducted by the same agency if possible. To ensure that all employees who have been designated for testing have an equal chance of being randomly tested, a scientifically valid random process is used.
  - a. The annual number of random alcohol tests will be no more than ten percent (10%) of the average number of employees subject to random testing.
  - b. The annual number of random drug tests will be no more than twenty-five percent (25%) of the average number of employees subject to random testing.
4. Human Resources will notify the employee's supervisor or designee and provide the name of the individual selected for random testing. The Supervisor shall deliver the notification in person. The employee shall not be given advance notice of the scheduled testing. Upon notification by the supervisor, employees shall proceed immediately to the testing site. Employees being tested will not drive themselves to the testing site.
5. The testing facility will release preliminary results positive or negative to BC and HR for expediency. The unit will be out of service until the preliminary result is communicated. Employees returning to duty will have a negative test or be put on paid administrative leave until verified result is received
6. If (e-cup) is positive or being sent for further evaluation, then the employee will be put on paid administrative leave until the test is verified. If the test is verified as positive, then leave time will be coded as sick leave retroactively.

D. Substances Tested for During Reasonable Suspicion, Post-Incident and Random Testing

1. The city will test for the following substances:
  - a. Alcohol;
  - b. Marijuana;
  - c. Cocaine;
  - d. Amphetamines;
  - e. Opiates; and
  - f. Phencyclidine (PCP).
2. The following cutoff concentration shall be applicable to determine whether specimens are negative or positive for the following drugs or classes of drugs utilizing the initial test procedure. The cutoff levels used by the Department's DHHS certified lab may change, and if so, those changes will be published in the Code of Federal Regulations and Federal Register and shall take precedence over the levels listed herein. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

3. Table of cutoff concentration levels.

| Type of drug or metabolite                                                                                                                                   | Initial test | Confirmation test |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------|
| (1) Marijuana metabolites (i) Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC)                                                                          | 50           | 15                |
| (2) Cocaine metabolites (Benzoylecgonine)                                                                                                                    | 150          | 100               |
| (3) Phencyclidine (PCP)                                                                                                                                      | 25           | 25                |
| (4) Amphetamines                                                                                                                                             | 500          | 250               |
| (i) Amphetamine                                                                                                                                              | 500          | 250               |
| (ii) Methamphetamine <sup>1</sup>                                                                                                                            |              | 250               |
| (5) Opiate metabolites                                                                                                                                       | 2000         |                   |
| (i) Codeine                                                                                                                                                  |              | 2000              |
| (ii) Morphine                                                                                                                                                |              | 2000              |
| (iii) 6-acetylmorphine (6-AM) <sup>2</sup>                                                                                                                   |              | 10                |
| (iv) MDMA <sup>3</sup>                                                                                                                                       | 500          | 250               |
| <sup>1</sup> Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.                                                |              |                   |
| <sup>2</sup> Test for 6-AM in the specimen. This test conducted only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL. |              |                   |
| <sup>3</sup> Methylendioxyamphetamine (MDMA).                                                                                                                |              |                   |

4. Employees should be aware that use of hemp oil products will not be an acceptable defense for a positive Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC) test.

5. Alcohol shall be confirmed positive if both the initial and confirmation tests reveal a breath alcohol content of greater than .04 grams of alcohol per 210 liters of breath or higher. If the initial and confirmation test is above .02 but .04 or below, the employee will not be allowed to perform safety-sensitive functions until the start of his or her next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

E. Return to Duty and Follow-up Testing

1. After a verified positive test result for drugs and/or alcohol, employees must have a negative test result before returning to work.
2. All employees referred through administrative channels that undergo counseling or rehabilitation program will be subject to unannounced drug and/or alcohol testing for a period of one year following completion of such a program.
  - a. Such employees shall be tested at the frequency recommended by the SAP.
  - b. Return to duty testing is distinct from testing which may be imposed as a component of a rehabilitation program.
3. Confirmation of and continuing participation in a rehabilitation program, as recommended by SAP, is required of an employee returning to duty.

4. In some instances, SAP may require completion of a program prior to returning to duty.
5. The SAP will notify Human Resources when an employee has completed a rehabilitation program.
6. After an employee returns to work during or following a rehabilitation program, a single positive test result for alcohol or a controlled substance or the illegal use of a legal drug or failure to successfully complete the recommended rehabilitation program will result in referral to Human Resources, and the penalty for any conduct described in this part shall be termination of employment.

## V. TEST PROCEDURES

- A. Drug testing will be done by the split sample method. Testing services shall be provided by a designated contractor at a designated collection site with collection personnel trained in accordance with U.S. Department of Health and Human Services (DHHS) standards and analyzed by an independent DHHS certified lab. The personnel involved in testing and processing results are not employees of the city.
- B. Employees subject to testing shall comply with all requirements of the testing process and personnel. Employees will complete all requirements of initial and follow-up tests. Failure to do so will result in termination of employment.
- C. Procedures for Alcohol Testing
  1. All alcohol tests will be by breath testing only.
  2. Upon arrival at the collection site, the employee will show photo identification. Acceptable identification includes an actual Montana driver's license or department ID.
  3. Initial breath alcohol testing.
    - a. Initial breath alcohol testing is performed by a Breath Alcohol Technician (BAT) who is employed by the collection facility and who is trained in the operation of an evidential breath testing device (EBT) as approved by the National Highway Traffic Safety Administration (NHTSA).
    - b. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.'
    - c. If the result of the initial breath test is an alcohol concentration of .02 or greater, a confirmatory test shall be conducted.
  4. Confirmation or verification alcohol breath testing
    - a. Confirmation/verification tests shall only be conducted by a Breath Alcohol Technician who is employed by the collection facility.
    - b. The confirmatory test may be conducted on the same EBT as the initial test.
    - c. Before the confirmatory test is given, the employee shall be observed for 20 minutes prior to testing and shall be instructed not to eat, drink, or place anything in his/her mouth until the conclusion of the breath test.
    - d. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.'
    - e. Collection site personnel may require the employee to sign forms.
    - f. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.
- D. Procedures for Drug Testing
  1. An employee will be notified in-person by a supervisor that they have been chosen for a random drug test.
  2. The employee will report immediately to the collection site.

3. The employee will strictly follow all directions from collection site personnel before, during, and after collection.
4. Upon arrival at the collection site, the employee will show photo identification. Acceptable identification includes an actual Montana driver's license or Departmental ID.
5. The employee will remove outer garments, such as a jacket or coat. The employee will not be required to remove clothing such as a shirt and pants and will not be required to put on a hospital gown. All personal belongings, such as a bag or purse, must remain with the outer garments. The employee may retain a small wallet.
6. An employee subject to testing for controlled substances or illegally used drugs under this policy shall be permitted to provide urine specimens in private and in a restroom stall or similar enclosure so that the employee is not visually observed while providing the sample.
7. Collection site personnel may be within hearing range so they can confirm the sample was physically produced at that time.
8. The employee is encouraged to observe the entire collection procedure.
9. Collection site personnel may require the employee to sign forms.
10. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.

## **VI. SPECIAL DRUG TESTING PROCEDURES**

### **A. Direct Observation Testing**

1. Collection site personnel of the same gender as the employee tested may observe the employee provide the urine specimen when:
  - a. Collection site personnel may have reason to believe that a particular individual has altered or substituted the specimen, or
  - b. the employee has previously tampered with a sample, or
  - c. the employee has equipment or implements capable of tampering with or altering urine samples.
2. Direct observation shall not be the norm.
3. In addition to the procedures listed under Random Testing, the procedure will include direct inspection of the employee with shirt lifted and trousers lowered.
4. Collection site personnel will directly observe the urine leaving the body and entering the collection container.

### **B. Specimen Temperature Outside of Range**

1. If the temperature of the specimen is outside the range of 32-38 degrees C / 90-100 degrees. For shows signs of contaminants, then there is reason to believe the donor may have altered or substituted the specimen, and another specimen shall be collected for testing under the direct observation of a representative from the collection facility.

### **C. Dilute Sample**

1. If the Medical Review Officer (MRO) notifies the city that an employee's test was positive and dilute, the test will be treated as verified positive. The employee shall not be required to submit another test.
2. If the MRO notifies the city that an employee's test was negative and dilute, and there is no acceptable medical explanation, the following procedures will be followed. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.

- a. If the creatinine concentration of the dilute specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL, another sample will be collected under direct observation.
  - (1) This test will be conducted unannounced (with the minimum possible advance notice) as soon as possible after the initial test.
  - (2) The employee will be escorted by a supervisor immediately to the collection site.
  - (3) The employee will be directed not to ingest anything until after the test is completed.
  - (4) If the result of the direct observation test is also negative and dilute, the employee will not be required to take an additional test. The result shall be considered confirmed positive.
- b. If the creatinine concentration of the dilute specimen is greater than 5 mg/dL, another test will be collected, but shall not be conducted under direct observation, unless there is another basis for utilization of direct observation.
  - (1) This test will be conducted unannounced (with the minimum possible advance notice) as soon as possible after the initial test.
  - (2) The employee will be directed not to ingest anything until after the test is completed.
- c. If the 2nd specimen is positive and dilute, the test will be treated as positive.
- d. If the specimen is again negative and dilute, the following procedure will apply:
  - (1) If the creatinine concentration of the second dilute specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL, another test will be collected under direct observation in the same manner as listed under C2a above.
  - (2) If the result of this direct observation test is also negative and dilute, the employee will not be required to take an additional test because the result was dilute. The result shall be considered confirmed positive.
  - (3) If the creatinine concentration of the second dilute specimen is greater than 5 mg/dL, the employee will not be required to take an additional test because the result was dilute. The test will be considered negative.

#### D. Insufficient Urine Specimen Volume

1. 45mL of urine is required to constitute sufficient testing volume. If the employee does not provide sufficient volume, the following “shy bladder” procedures will apply. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.
2. For purposes of this section, permanent or long-term medical conditions are those physiological, anatomic, or psychological abnormalities documented as being present prior to the attempted collection and considered not amenable to correction or cure for an extended period, if ever. Examples would include destruction (any cause) of the glomerular filtration system leading to renal failure; unrepaired traumatic disruption of the urinary tract; or a severe psychiatric disorder focused on genito-urinary matters. Acute or temporary medical conditions, such as cystitis, urethritis or prostatitis, though they might interfere with collection for a limited period, cannot receive the same exceptional consideration as permanent or long-term conditions.

#### E. Shy Bladder Procedure:

1. The insufficient specimen will be discarded. Specimens may not be combined.
2. Employees will be advised to drink up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. The employee may decline to drink but will still be required to provide a sufficient urine specimen.

3. The employee shall remain in the testing area under observation during the three-hour period.
4. If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection attempt will be discontinued, and the employer will be notified.
5. The employee will be directed to obtain, within seven calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. (The MRO may perform this evaluation if the MRO has appropriate expertise.)
6. After completing the evaluation, the referral physician must provide a written statement of his/her recommendations and the basis for those to the MRO. Detailed information on the employee's medical condition beyond what is necessary to explain the conclusion must not be in this statement. The MRO will seriously consider and assess the referral physician's recommendations in making a determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing enough urine. The MRO will notify Human Resources as soon as a determination is made.
  - a. If the employee refuses to obtain the evaluation, the test will be deemed a refusal.
  - b. If the evaluation determines the employee has a medical condition, and the medical condition has, or with a high degree of probability could have, precluded the employee from providing enough urine, the test will be cancelled.
  - c. If the evaluation determines that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, the MRO will conduct a further medical evaluation to determine if there is clinical evidence that the employee is using a controlled substance or illegally using drugs.
    - (1) If the medical evaluation reveals no clinical evidence of controlled substance use or illegal use of drugs, the test result shall be negative.
    - (2) If the medical evaluation reveals clinical evidence of controlled substance use or illegal use of legal drugs, the test result shall be cancelled. (Because this is a cancelled test, it does not serve the purposes of a negative test, i.e., the employer is not authorized to allow the employee to begin or resume duty, because a negative test is needed for that purpose).
  - d. If the evaluation determines that there is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing enough urine, the test will be considered a refusal.

## **VII. TEST REFUSAL**

- A. Refusals will result in administrative action the same as if the test was verified positive. In the case of a breath test refusal, administrative action will be the same as if the test was verified more than .04.
- B. Employees will be considered to have refused testing if they:
  1. Refuse to provide a specimen; or
  2. Refuse to complete all required tests as directed; or
  3. Fail to report for a required test at the scheduled time; or
  4. Engage in conduct that clearly obstructs the testing process; or
  5. Tamper with the test; or
  6. Alter or substitute the specimen; or

7. Fail to provide adequate breath or specimen volume without a verified medical explanation.

#### **VIII. DEFERRAL OF TESTING**

- A. An employee selected for random drug and alcohol testing may obtain a deferral of testing if Human Resources concurs that a compelling need necessitates a deferral on the grounds that the employee is:
  1. In a leave status (sick, annual, administrative or leave without pay); or
  2. In official travel status away from the test site or imminently embarking on official travel scheduled prior to testing notification.
- B. An employee whose random drug and/or alcohol test is deferred will be subject to testing on his/her next regularly scheduled work shift.

#### **IX. POSITIVE TEST RESULT PROCEDURE**

- A. Samples testing positive for controlled substances or illegally used drugs will undergo further testing to identify the specific type of drug(s) or substance(s) in the specimen.
- B. The applicant or employee will be contacted by the MRO and can provide an explanation of a positive result, which may include providing medical documentation of lawful use of a prescription or over-the-counter medication.
- C. If the MRO determines there is no justification for the positive result, such result will then be considered a verified positive test result.
- D. The MRO shall notify Human Resources of a verified positive test result.
- E. The MRO will notify the employee of the verified positive test result. Once notified, the employee may within 72 hours of notification request the split specimen be tested by another DHHS certified lab.
- F. If the employee is unable, for a legitimate reason, to make this request within the 72-hour period, the split specimen test will automatically be conducted.
- G. The employer shall pay for the additional test if the additional test results are negative, and the employee shall pay for the additional tests if the additional tests are positive.

#### **X. FINDINGS AND ADMINISTRATIVE DISCIPLINARY ACTION**

- A. An employee may be found in violation of this policy based on any appropriate evidence including, but not limited to:
  1. Direct observation of prohibited alcohol use or drug use including misuse of prescription medication; or
  2. Evidence obtained from an arrest or criminal conviction for a drug or alcohol related offense; or
  3. A verified positive test result; or
  4. An employee's voluntary admission, unless the employee is meeting the requirements as outlined under the Safe Harbor Referral; or
  5. Test refusal.
- B. An employee who is found to be in actual and illegal possession of a controlled substance, illegally used drug, and/or related paraphernalia while on duty, in or at any City-owned facility, City-owned property, City-approved activity, or City-owned vehicle, will be investigated and may be subject to discipline up to and including termination. they may be prosecuted under the applicable state or federal law (refer to Federal Controlled Substances Act Title 21 United States Code, Offenses Involving Dangerous Drugs Title 45 Chapter 9 Montana Code Annotated, and Model Drug Paraphernalia Act Title 45 Chapter 10 Montana Code Annotated.)
- C. Effects of Positive Drug Testing Results

1. Any employee receiving his or her first verified positive test for a controlled substance will be referred to Human Resources, and will be subject to mandatory administrative action including referral to the SAP, and ten (10) hours leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.
2. Any employee receiving his or her first verified positive test for illegally used drugs, i.e., prescription medication or over-the-counter medication, shall be referred to Human Resources and will be subject to mandatory administrative action including referral to the SAP, and to one day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.
3. Successful completion of any rehabilitation recommended will be a condition of continued employment.
  - a. The cost of rehabilitation will be the responsibility of the employee.
  - b. Employees may be allowed to use accrued leave (Sick leave followed by vacation and/or compensatory leave) to complete rehabilitation until such leave is exhausted, at which time the employee may be allowed to go on unpaid leave.
  - c. The employee remains responsible for successful completion of the SAP designated treatment program, and assertions regarding the effectiveness of a program shall not constitute either an acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a defense to disciplinary action if the employee does not complete treatment.
4. The city may initiate action to terminate an employee for refusing to obtain and complete counseling or rehabilitation through an SAP or a state licensed facility as recommended by SAP.
5. The employee must have a negative test result before returning to work.
6. The employee shall be subject to a return-to-duty agreement.
7. Following a verified positive test and after returning to duty, the employee will be subject to unannounced testing for a period determined by the SAP.

D. Effects of Positive Alcohol Testing Results

1. When an employee is found to be in violation of the alcohol provisions of this policy, he or she shall be referred to Human Resources and will be subject to mandatory administrative action, including referral to the SAP and one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.
2. If the employee is retained, the SAP's recommended rehabilitation will be a condition of continued employment.
  - a. The cost of rehabilitation will be the responsibility of the employee.
  - b. Employees may be allowed to use accrued leave to complete rehabilitation until such leave is exhausted, at which time the employee may be allowed to go on unpaid leave.
  - c. The employee remains responsible for successful completion of a treatment program, and assertions regarding the effectiveness of a program shall not constitute either an acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a defense to disciplinary action if the employee does not complete treatment.
3. The city may initiate action to terminate an employee for refusing to obtain counseling or rehabilitation through an SAP or a state licensed facility.
4. The employee must have a negative test result before returning to work.
5. The employee shall be subject to a return-to-duty agreement.

6. Following a verified positive test and after returning to duty, the employee will be subject to unannounced testing for a period determined by the SAP.
7. Any subsequent positive test for alcohol use will subject the employee to termination of employment.
8. An employee with a first breath alcohol test which shows a breath alcohol content of .02 or greater but .04 or less may not return to duty for the remainder of the scheduled workday and must take sick leave for the remainder of his/her shift. The employee shall have a negative test result before returning to work.

## **XI. RECORDS AND REPORTS**

- A. The employee's privacy shall be maintained. All testing information specifically relating to individuals pursuant to this program and any intervention steps, including referral for treatment, counseling or rehabilitation programs, is confidential and shall be treated as such by everyone authorized to review or compile program records.
- B. To efficiently implement this requirement and to make information readily retrievable, Human Resources shall maintain all records relating to testing, suspicion of tampering, and any other authorized documentation necessary to implement this policy. Such information shall remain confidential, with only authorized individuals who have a need-to-know having access to them.
- C. The results of a test of an employee for alcohol, controlled substances, or illegally used drugs along with all information, interviews, reports, statements, and memoranda will not be disclosed to an outside entity without the prior written consent of such employee, unless the disclosure is:
  1. to the tested employee;
  2. to the MRO;
  3. to the SAP in which the employee is receiving counseling or treatment or is otherwise participating;
  4. to the Human Resources Director, the Department Director, and the City Administrator, the Assistant City Administrator or people with the legal right to access;
  5. pursuant to the order of a court of competent jurisdiction or where required by the Department to defend against any challenges of adverse personnel action by the city;
  6. report information that is required by law to be reported to a state or federal licensing authority in response to inquiries relating to a workplace accident involving death, physical injury, or property damage in excess of \$1,500 when there is reason to believe that the tested employee may have caused or contributed to the accident.
- D. Test results with all identifying information removed may be used for data collection and other activities necessary to comply with testing requirements.
- E. Information obtained through testing that is unrelated to the alcohol use, controlled substance use, or illegal use of a drug must be held in strict confidentiality by the Medical Review Officer and may not be released to the employer without the written consent of the employee tested.

## **XII. ADDITIONAL PROVISIONS**

- A. Department Educational Program: Annually, employees will be provided with information regarding controlled substances, alcohol, and illegal use of drugs. All supervisors shall receive training in compliance with 49 CFR 382.603.
- B. Notification of Conviction: Any employee who is convicted of a criminal drug or alcohol related violation must notify the City within five (5) calendar days of the conviction. A conviction, a plea of guilty, a plea of no contest, receiving a suspended imposition of a sentence, and a withheld judgment will all be considered the

same as a conviction. This obligation to report applies even to deferred prosecutions and deferred impositions of sentence.

- C. **Limitation of Adverse Action:** No adverse action, including follow-up testing, may be taken by the employer if the employee presents a reasonable explanation confirmed by the MRO indicating that the original test results were not caused by the use of controlled substances, by alcohol consumption, or by the illegal use of drugs. Reasonableness shall be determined by Human Resources. If the employee presents a reasonable explanation confirmed by the MRO, the test results must be removed from the employee's record and destroyed.
- D. **Employee's Right of Rebuttal:** The employer shall provide an employee or prospective employee who has been tested under any qualified testing program with a copy of the test report. The employee or prospective employee will be given the opportunity to provide notification to the Medical Review Officer of any medical information that is relevant to interpreting test results, including information concerning currently or recently used prescription or nonprescription drugs. The employer is also required to obtain an additional test of the split sample by an independent laboratory selected by the person tested at the request of the employee. (See Section XI.) The employee must be provided with the opportunity to rebut or explain the results of any test.
- E. **New Employee Notification:** Applicants for City positions will be informed about the drug-free workplace policy on the vacancy announcement. During the screening process applicants will be notified of the testing requirements and that appointment to the position is contingent upon a negative pre-employment drug test. Upon hiring, new employees will receive a copy of the policy in the Employee Policy Handbook.
- F. **Employee Policy Confirmation Receipt:** Employees will be required to sign a statement that confirms that they have received a copy of the alcohol and drug-free workplace policy. The statement will be maintained in the employee's personnel file.
- G. **Cost:** Testing will be at the employer's expense: If an employee contests the verification test results, another test will be conducted. If that test is positive, the employee will be responsible for payment. If it is negative, the employer will be responsible for payment. Employees will be compensated at the employee's regular rate, including benefits, for time attributable to the testing program.
- H. **Unintentional Ingestion:** Any employee who unintentionally ingests a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
- I. **Voluntary Testing:** Employees may volunteer for testing as part of a city investigation. The employee must cooperate with all parts of the test and complete all requirements of collection site personnel.
- J. **Union Representation:** Employees subject to investigations may have a Union representative present, at his/her option during interviews. If the Union representative is not available for the interview, the Employee shall select another Union official to fill in for the absent Union representative.

### **XIII. RESERVATIONS**

- A. Employees who are enrolled in and are participating in or have completed a supervised rehabilitation program and are no longer engaging in the misuse of alcohol, use of controlled substances, or illegal use of drugs, shall be protected from discrimination and harassment in accordance with the Americans with Disabilities Act of 1990. This prohibition does not preclude follow-up testing.
- B. This program is intended to carry out the City's Alcohol and Drug-Free Workplace Policy. All situations will be handled in accordance with this policy and in consultation with representatives of Human Resources.

### **XIV. POLICY AND PROCEDURE DEFINITIONS**

- A. **Adulterant** – Adulterating substance or agent aimed to corrupt, debase, or make impure.

- B. **Adulterated specimen** – A urine specimen containing a substance that is not a normal constituent or containing an endogenous substance at a concentration that is not a normal physiological concentration.
- C. **Alcohol** – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.
- D. **Alcohol concentration** – means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
- E. **Breath Alcohol Technician (BAT)** – A person who instructs and assists individuals in the alcohol testing process and operates an EBT.
- F. **Cancelled test** – A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test. Having a cancelled test does not relieve the employee of the responsibility to provide a test that produces a measured outcome.
- G. **Collection site** – A place designated by the employer where employees present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or providing a breath sample to be analyzed for the presence of alcohol.
- H. **Confirmation test** - For alcohol, a second test following a screening test with a result of 0.02 or greater that provides a measure of alcohol concentration. For controlled substances and illegally used drugs testing, an analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screening test, and which uses a different technique and chemical principle from that of the initial screening test to ensure reliability and accuracy.
- I. **Controlled Substance** – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code Annotated (for example, but not limited to: cocaine, marijuana, methamphetamine.) For this policy, the term ‘controlled substance’ does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.
- J. **Conviction** – means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug or alcohol statutes.
- K. **Critical Incident** – means any incident in which someone is killed or is seriously injured.
- L. **Dilute specimen** – means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.
- M. **Direct observation** – means an employee being directly observed while providing a urine sample. The procedure will include direct inspection of the employee with shirt lifted and trousers lowered and will include direct observation of urine leaving the body and entering the collection container.
- N. **Employee** – All part-time, full-time, and seasonal employees of the City of Billings engaged in the performance, supervision, or management of work in a hazardous work environment, security position, position affecting public safety, or fiduciary position. It does not include an independent contractor. The term includes an elected official.

- O. **Employee Assistance Program (EAP)** – means a contract-based counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.
- P. **Employer** – means the City of Billings.
- Q. **Evidential Breath Testing Device (EBT)** – means an instrument reliable in measuring alcohol concentration in breath, which meets the National Highway Traffic Safety Administration specifications and is listed in the conforming products list of evidential breath testing devices.
- R. **Hazardous work environment** includes but is not limited to positions:
1. For which controlled substance and alcohol testing is mandated by federal law, such as aviation, commercial motor carrier, railroad, pipeline, and commercial marine employees;
  2. That involve the operation of or work in proximity to construction equipment, industrial machinery, or mining activities; or
  3. That involves handling or proximity to flammable materials, explosives, toxic chemicals, or similar substances.
- S. **Illegally Used Drugs / Illegal Use of Drugs** – means:
1. any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner;
  2. any other over the counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.
- T. **Initial test or Screening test** – means a test for controlled substances or illegally used drugs to eliminate “negative” urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation or further testing. In alcohol testing, an analytical procedure to determine whether an employee has a prohibited concentration of alcohol in his or her system.
- U. **Insufficient urine specimen** – means less than the 45mL of urine required to constitute a sufficient testing volume. An insufficient specimen will prompt “shy bladder” procedures.
- V. **Medical Review Officer (MRO)** –Means a licensed physician trained in the field of substance abuse.
- W. **Precursors** – means a biochemical substance which can be processed or synthesized into one of the categories of drugs to be tested under this policy.
- X. **Prospective employee** means an individual who has made a written or oral application to the City of Billings to become an employee.
- Y. **Qualified testing program** – means a program to test for the presence of controlled substances and alcohol that meets the criteria set forth in sections 39-2-207 and 39-2-208 Montana Code Annotated.
- Z. **Random testing** – means a system of drug and alcohol testing imposed without individualized suspicion that a particular employee is using controlled substances, alcohol, or illegally using drugs. The system is a statistically random sampling of such employees based on a neutral criterion, such as social security numbers.
- AA. **Referral Physician** – means a licensed physician, acceptable to the MRO, who has expertise in the medial issues raised when an employee provides an insufficient urine specimen. The MRO may act in this capacity if they have appropriate expertise.
- BB. **Return-to-Duty Agreement** – means an agreement between the city and an employee that allows an employee continued employment under stringent guidelines prohibiting use of drugs and alcohol. An employee’s failure to meet the terms of the agreement, which may include successfully passing tests for alcohol and/or controlled substances and/or illegally used drugs, shall result in termination.

CC. **Sample** – means a urine specimen, a breath test, or oral fluid obtained in a minimally invasive manner and determined to meet the reliability and accuracy criteria accepted by laboratories for the performance of drug testing that is used to determine the presence of a controlled substance or alcohol.

DD. **Shy bladder procedure** – means the procedure that is followed when an employee does not provide a sufficient urine volume (45mL) for testing.

EE. **Split specimen** – means, in drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory if the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

FF. **Substance Abuse Professional (SAP)** – the City’s substance abuse professional who evaluates employees who have violated drug and alcohol policies and makes recommendations concerning education, treatment, follow-up testing, and after care.

GG. **Supervisor** – means an employee who exercises supervision of one or more employees.

HH. **Unannounced test** – means a test for alcohol, control substances, and/or illegally used drugs previously scheduled and announced only to the employee just prior to the scheduled time, allowing only appropriate time for the employee to immediately proceed directly to the scheduled testing site.

II. **Under the Influence/Impaired** – When an employee is affected by a drug or alcohol or a combination of a drug and alcohol. The symptoms of influence and/or impairment are not confirmed to those consistent with misbehavior, or to obvious impairment of a physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use, influence, and/or impairment can be established by a professional opinion, urine, blood or any other commonly used scientific valid tests and in some cases by a lay person’s opinion. An employee will be presumed to be impaired and in violation of this policy whenever the presence of drugs is detected at levels determined by the testing laboratory as constituting a positive indication for drugs. An employee will be presumed to be impaired by positive indication for drugs. An employee will be presumed to be impaired by alcohol whenever the presence of alcohol is detected at a level of .04% or greater.

JJ. **Verified Positive Test Result for Alcohol** – means the presence of alcohol in the breath at a level of greater than .04 as confirmed by two tests with evidential breath testing devices and administered by a trained and certified Breath Alcohol Technician.

KK. **Verified Positive Test Result for Drugs** – means a test result that was positive for a controlled substance or illegally used drug on an initial FDA-approved immunoassay test, confirmed by a Gas Chromatography/Mass Spectrometry assay, (or other confirmation tests approved by the U.S. Department of Health and Human Services), and reviewed and verified by the Medical Review Officer in accordance with this policy and the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

#### **REFERENCES:**

Montana Workforce Drug and Alcohol Testing Act  
39-2-205 through 39-2-211 Montana Code Annotated (MCA)

Procedures for Transportation Workplace Drug and Alcohol Testing Programs  
Title 49 Part 40 (and Part 382) Code of Federal Regulations (CFR)

Federal Controlled Substances Act  
21 United States Code (USC)

Offenses Involving Dangerous Drugs and Procedural Provisions

Title 45 Chapter 9 Montana Code Annotated (MCA)

Model Drug Paraphernalia Act

Title 45 Chapter 10 Montana Code Annotated (MCA)

Controlled Substances Codes

Title 50 Chapter 32 Montana Code Annotated (MCA)

**City Council Regular**

**Date:** 06/12/2023  
**Title:** Approval of Collective Bargaining Agreement with IAFF - Local 521  
**Presented by:** Karla Stanton, Human Resources Director  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

**RECOMMENDATION**

The City Council is being asked to approve a tentative agreement for the renewal of the Collective Bargaining Agreement (CBA) between the International Association of Firefighters (IAFF) - Local 521 and the City of Billings. The contract was voted on and approved by Local 521 on June 6 and 7. If approved by City Council, then the contract will be effective July 1, 2023, through June 30, 2026.

Staff recommends City Council approve the collective bargaining agreement between the IAFF - Local 521 and the City of Billings, effective July 1, 2023.

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

IAFF - Local 521 and the City of Billings were trained on Interest Based Bargaining on March 1, 2023, by State of Montana Labor Mediator Max Hallfrisch. After completion of the training both parties agreed to use Interest Based Bargaining (IBB) instead of Traditional Bargaining to reach an agreement. In IBB, each team identifies issues, discusses options, and finds solutions without any formal written proposals. During the months the parties were negotiating, the Consumer Price Index (CPI-U) for March was 5% and for April was 4.9% higher than the same months a year ago. Fire applicant pools have become smaller over the past few years, so both parties agreed it was more critical than ever that pay remains competitive to attract quality applicants. In addition, the City of Billings would like to make steps toward Market-based pay, so in an effort to accomplish this objective Longevity pay was negotiated out of the existing contract, effective July 1, 2023. These were the main drivers in negotiating the following contract changes.

IAFF - Local 521 and the City of Billings tentatively agreed to implement a new Market-based pay system to maintain competitive pay for Fire employees. IAFF - Local 521 and the City agreed to utilize funds dedicated to Longevity pay for firefighters to help fund the new pay system. Changes to the existing contract include:

- Effective July 1, 2023, a new Market-based pay plan proposed cost of living (COLA) increases to be offset by the elimination of Longevity pay with a net increase of approximately 4.5%.
- A 3% cost of living adjustment (COLA) for the second year of the contract, effective July 1, 2024;
- A 3% cost of living adjustment (COLA) for the third year of the contract, effective July 1, 2025;
- Longevity pay will end effective July 1, 2023;
- Deleted obsolete language as it relates to the Janus decision;
- Clarified language that probationary firefighters are excluded from grievance and arbitration procedures, and that Just Cause does not apply;
- Added language to clarify Mobile Response Teams staffing qualifications and that staffing levels for these teams are exempt from the three-person minimum;
- Added language to clarify the workweek for probationary firefighters in the recruit academy shall be 40 hours, Monday through Friday;
- Added language to clarify firefighters on Special Assignment for longer than 90 days shall not receive holiday premium pay, but instead shall receive the holiday off with pay;
- Revised the grade and step pay process when differing ranks of firefighters are promoted to Assistant Training Chief;
- Added a third vacation slot for fire employees from Memorial Day to Labor Day, beginning 2024;
- Added language for the Fire Chief or their designee to authorize the use of vacation leave for situations outside the employee's control;
- Updated obsolete language regarding Military Leave to mirror state statute;
- Deleted language regarding the workday defined as eight hours;
- Added language to clarify that probationary firefighters are not eligible for the deferred compensation benefit

- provided by the City;
- Added language as it relates to tobacco use, cessation, and Presumptive Illness;
- Added language requiring Joint Labor Management Committee meetings to be held quarterly, with an option to be canceled by mutual agreement;
- Added language regarding the Engineer Development Program (EDP) and the Officer Development Program (ODP) Committees as it relates to member composition and process;
- Added language defining hours of work and working conditions for Crisis Response Unit - EMT's;
- Paramedic pay will increase from 5% of Grade 177, Step D to 6% in year 1, to 7% in year 2, and to 8% in year 3 of the contract;
- Certification pay will increase from \$50 per certification to \$75 per certification in year 2 of the contract, and from \$75 per certification to \$100 per certification in year 3 of the contract. Firefighters may be paid for a maximum of 2 certifications, and must undergo testing to ensure proficiency.

## ALTERNATIVES

City Council may:

- Approve the proposed contract with the new market-based pay plan and eliminate Longevity pay, effective July 1, 2023;
- Postpone action on the contract to obtain additional information; or
- Deny approval of the contract, forcing negotiations to resume.

Staff recommends the City Council approve the collective bargaining agreement between Local 521-IAFF and the City of Billings, effective July 1, 2023.

## FISCAL EFFECTS

The costs associated with implementing this contract are as follows:

- **Year 1:** Longevity pay will be eliminated for Fire employees (Local 521) effective July 1, 2023 (FY24), and will be used to fund a new market-based pay system, which will be implemented July 1, 2023. The cost to implement the new pay system is approximately \$600,000. The FY24 budget already contains an assumed 3% COLA increase of \$400,000. The cost to increase paramedic pay by 1% is \$25,000.
- **Year 2:** A 3% COLA will cost approximately \$410,000 and would be effective July 1, 2024 (FY25). The cost to increase paramedic pay from 6% to 7% is \$25,000 and the cost to increase certification pay from \$50 to \$75 is \$21,300.
- **Year 3:** A 3% COLA will cost approximately \$420,000, and would be effective July 1, 2025 (FY26). The cost to increase paramedic pay from 7% to 8% is \$25,000 and the cost to increase certification pay from \$75 to \$100 is \$21,300.

Any amounts in year 1 (FY24) that exceed currently budgeted amounts (approximately \$225,000) will be covered through normal vacancy savings and overtime management.

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## Attachments

IAFF - Local 521 CBA

## EXHIBIT A

Pay Matrix — Billings Fire Department — July 1, 2023 — June 30, 2026

|                       | Title                  | step  | 2023-2024<br>New Hourly Pa | 2024-2025<br>3%<br>COLA | 2025-2026<br>3% COLA |
|-----------------------|------------------------|-------|----------------------------|-------------------------|----------------------|
| SUPPRESSION PERSONNEL |                        |       |                            |                         |                      |
| F77                   | PROBATIONARY           |       | 24.2343                    | 24.9614                 | 25.7102              |
| 177 fF77]             | FF [6 MONTHS           |       | 28.5126                    | 29.3680                 | 30.2490              |
| 177 F77               | FFI 18 MONTHS          |       | 29.9205                    | 30.8181                 | 31.7426              |
| 177 [F77]             | FF 11 [30<br>MONTHS    |       | 31.3694                    | 32.3105                 | 33.2798              |
| 177 [F77]             | FF 11 [42<br>MONTHS]   |       | 32.7278                    | 33.7096                 | 34.7208              |
| 187 [F87]             | ENGINEER               |       | 35.6513                    | 36.7208                 | 37.8224              |
|                       |                        |       | 36.0279                    | 37.1087                 | 38.2220              |
|                       |                        |       | 36.8411                    | 37.9464                 | 39.0848              |
| 203 [GU]              | CAPTAIN                |       | 39.4005                    | 40.5825                 | 41.8000              |
|                       |                        |       | 40.5747                    | 41.7919                 | 43.0457              |
|                       |                        |       | 43.2092                    | 44.5055                 | 45.8407              |
| 218                   | BATTALION CHIEF        |       | 44.3144                    | 45.6438                 | 47.0131              |
|                       |                        |       | 47.5526                    | 48.9792                 | 50.4485              |
|                       |                        | G (7) | 50.0934                    | 51.5962                 | 53.3386              |
| DAY PERSONNEL         |                        |       |                            |                         |                      |
| 213 [G13]             | DEPUTY FIRE<br>MARSHAL |       | 37.5053                    | 38.6305                 | 39.7894              |
|                       |                        |       | 40.2660                    | 41.4740                 | 42.7182              |
|                       |                        | D (4) | 42.2385                    | 43.5057                 | 44.8109              |
|                       |                        |       | 44.3716                    | 45.7028                 | 47.0738              |
|                       |                        |       | 46.5856                    | 47.9832                 | 49.4227              |
|                       |                        |       | 50.2767                    | 51.7850                 | 53.3386              |
| 216 [G161]            | ASSISTANT              |       | 39.3817                    | 40.5631                 | 41.7800              |

|           |                                |       |         |         |         |
|-----------|--------------------------------|-------|---------|---------|---------|
|           | TRAINING CHIEF                 |       | 41.3507 | 42.5912 | 43.8690 |
|           |                                |       | 43.4182 | 44.7207 | 46.0624 |
|           |                                |       | 45.7035 | 47.0746 | 48.4869 |
|           |                                |       | 47.9892 | 49.4289 | 50.9117 |
|           |                                |       | 50.3680 | 51.8791 | 53.4354 |
| 217 [G17] | ASSISSTANT<br>FIRE MARSHAL     | D (4) | 43.8357 | 45.1507 | 46.5053 |
|           |                                |       | 46.1430 | 47.5273 | 48.9531 |
|           |                                |       | 48.4506 | 49.9041 | 51.4013 |
|           |                                |       | 52.3053 | 53.8744 | 55.4907 |
| 228 [G28] | TRAINING CHIEF<br>FIRE MARSHAL | D (4) | 49.0144 | 50.4848 | 51.9994 |
|           |                                |       | 52.4499 | 54.0234 | 55.6441 |
|           |                                |       | 55.0617 | 56.7135 | 58.4149 |
|           |                                |       | 58.3363 | 60.0864 | 61.8890 |

Paramedic Pay = 6% of Grade 177, step D in 2023-24, 7% in 2024-25, 8% in 2025-26

**City Council Regular**

**Date:** 11/27/2023  
**Title:** North Park Master Plan update  
**Presented by:** Pigg Michael, Superintendent  
**Department:** Parks/Rec/Public Lands  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** NA

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**RECOMMENDATION**

Staff recommends the approval of the update to the North Park Master Plan.

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

The proposed master plan updates will develop sections of North Park that are currently open space with no added amenities. The plan was presented at 2 public meetings and at the North Park Task Force meeting. The Parks Board recommended approval of the updates. The changes would be to add a dog park section to the northwest corner of the park and a disc golf course to the northeast corner. Both of these amenities will bring more positive activities to the park which CPTED tells us will increase the overall safety of the area.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

The Master Plan was paid for through donated time at no cost to the City. Developing these areas is being made possible through donations at no cost to the City. There will be minimal increased cost of maintenance to these areas due to these changes.

**SUMMARY**

The proposed changes will have a positive effect on North Park. By increasing positive activities in the park and bringing more people to the park, safety increases. There are no dog parks near the area, so dog owners will have a location to allow their dogs to play and socialize.

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**Attachments**

Master Plan Update North Park



# North Park Master Plan Update

Let 's Nurture North Park

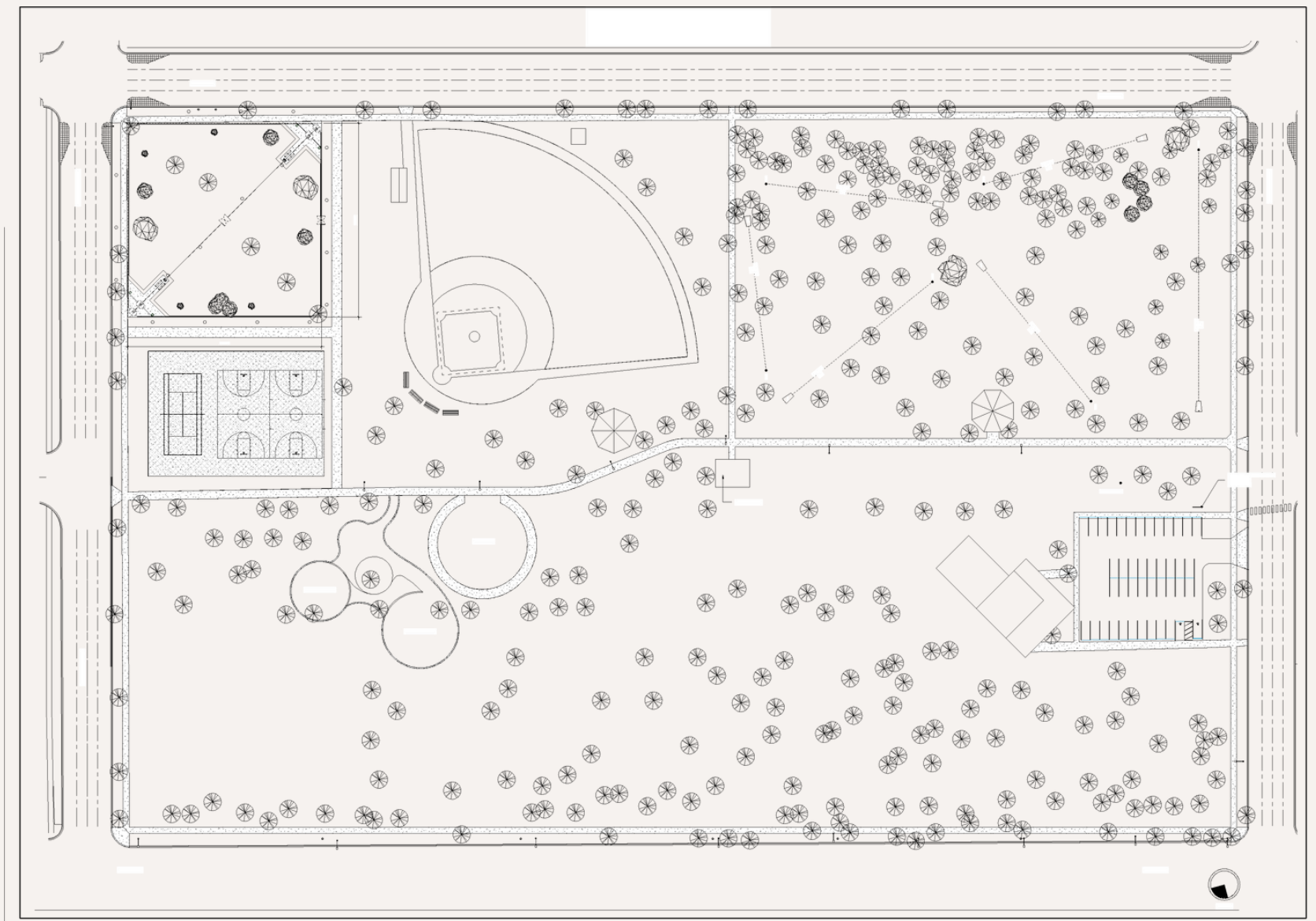
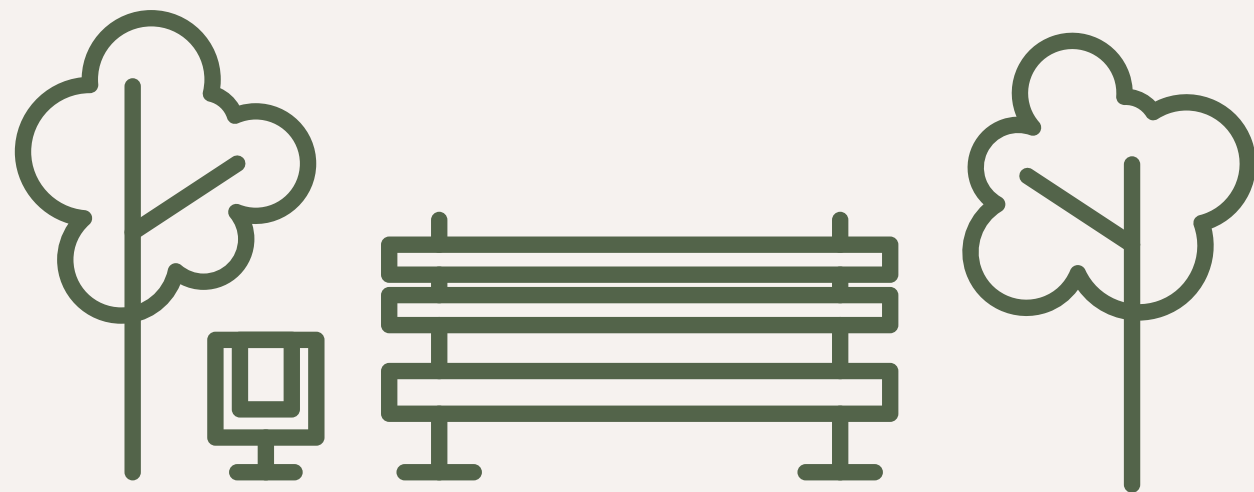


# Proposal

We are asking for permission to update the North Park Master Plan to include the following two new recreational activities to North Park. We are proposing to add a dog park to the northwest corner of North Park, and a disc golf course to the northeast corner of North Park.

The areas that will be activated by this proposal will happen in poorly lit areas and in portions of the park that currently do not have any designated activities occurring. Both of these additions come at no or low cost for the community to partake in.

Our goal with adding new recreational activities to North Park is to activate the park in order to make North Park a place where people want to come to visit and stay. These additions will help upgrade the park to suit the growing community. The more we activate the space, the more we can eliminate unwanted behavior in the park.



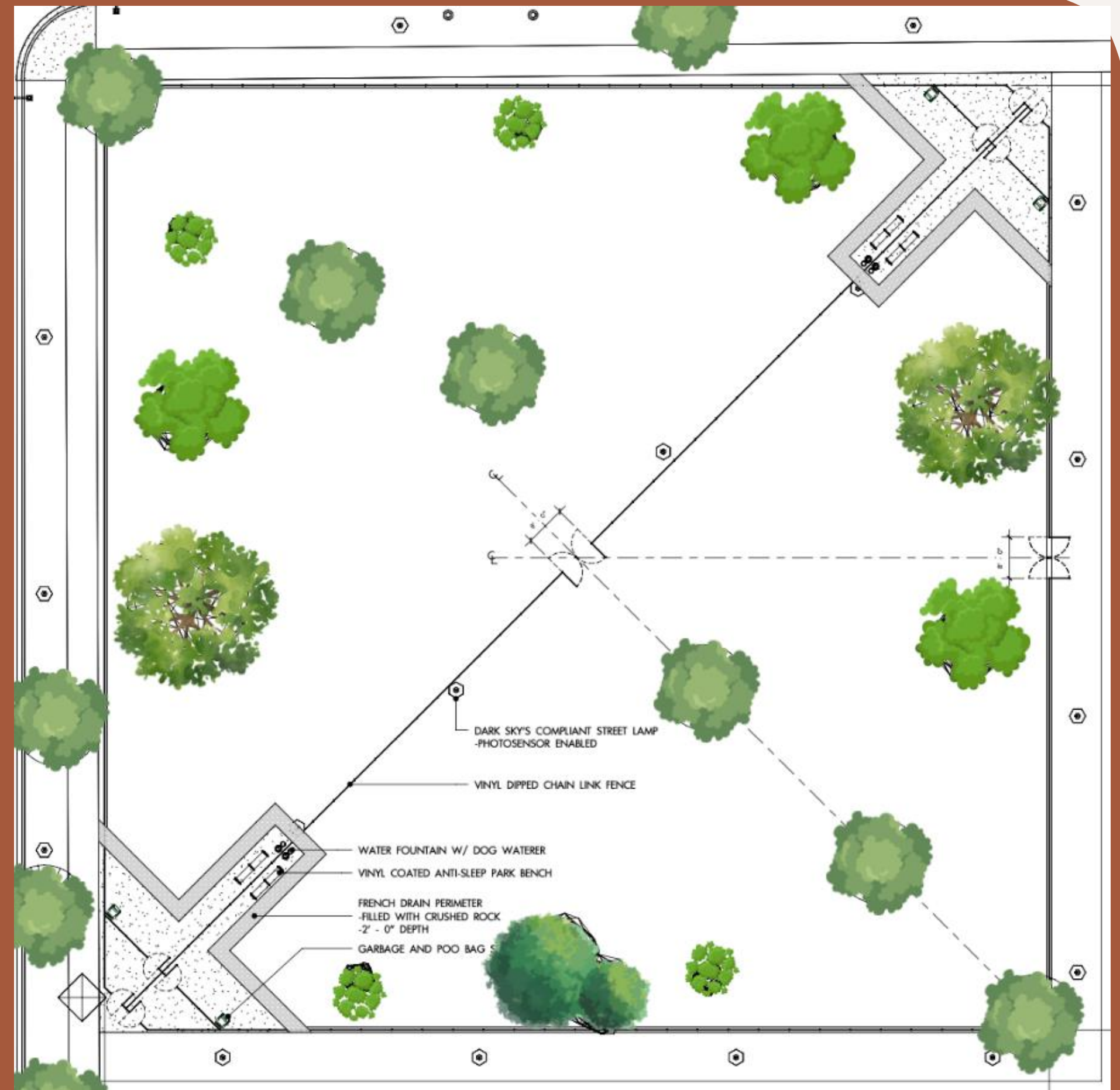
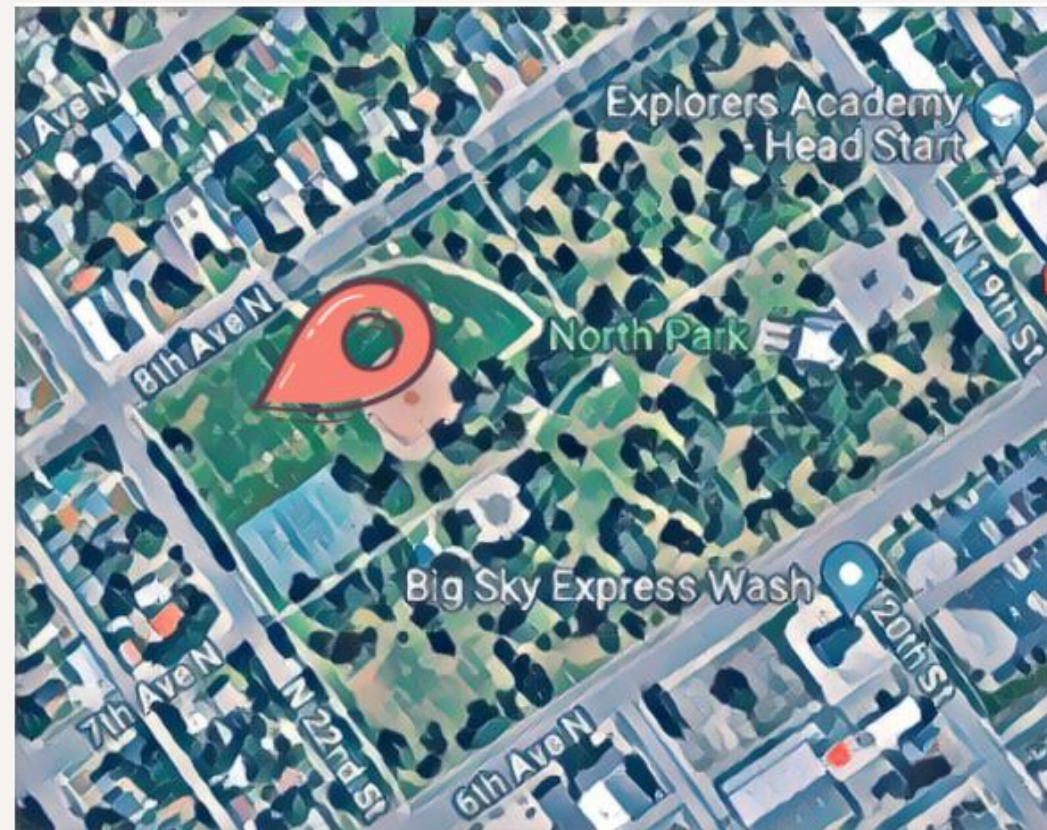
The BIRD and Director Mike Pigg of Billings Parks and Recreation have been working together to make sure the plan for the park suits his department and his team.

We are also working with the Chamber to make sure all improvements we make to North Park follow Crime Prevention Through Environmental Design (CPTED) principals. We want to make sure collaboration is used are much as possible on our projects

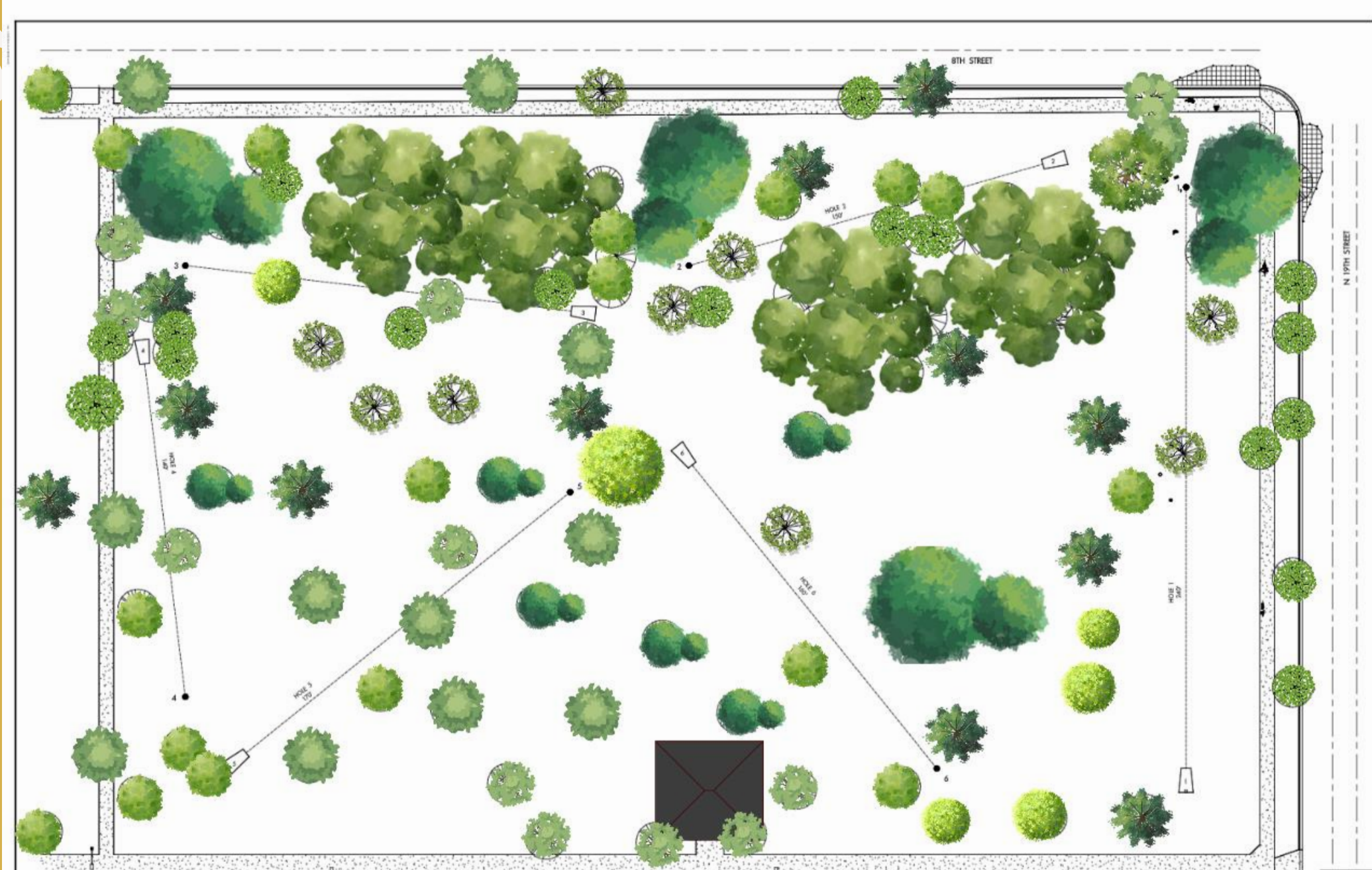
# Dog Park at North Park

The dog park will be located in the northwest corner of North Park, where the old Naval Reserve facility was located.

The dog park will be approximately one acre. It will include newly planted mature trees, fountains (dog, standard and ADA heights), benches, double gated systems, and more amenities.

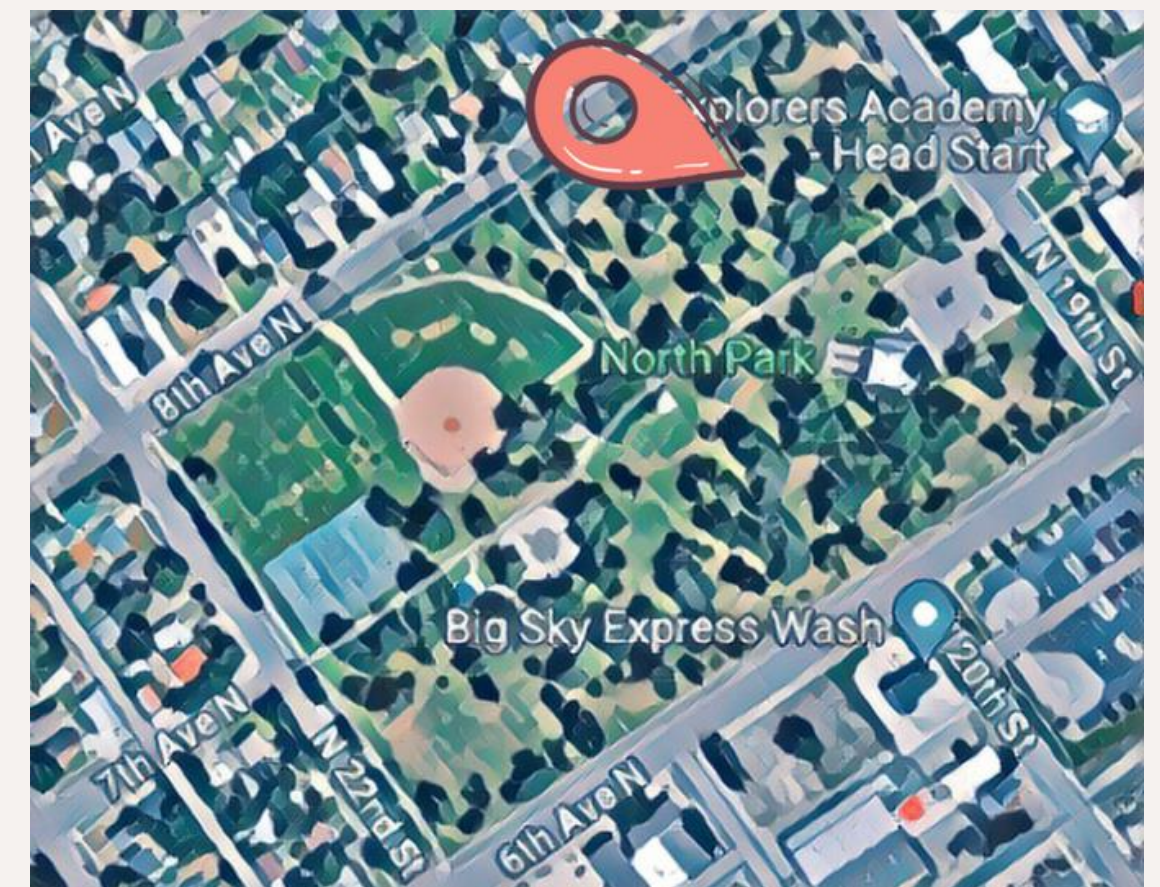


# Disc Golf at North Park



The disc golf course will be located in the northeast corner of North Park, where there is currently beautiful mature trees. Which the course will not disturb.

The disc golf course will include 6 baskets and tee boxes. They will be set up in a way that we can have multiple course options with the same layout. This course will be seen as a family and beginner course.



# Community Outreach Timeline



## First Community Meeting

- Great idea
- Strong Support
- Loved the fountains at dog park
- Excited to see one in the area
- Loved seeing North Park getting “new” things
- It will be nice to want to come to the park after work and be excited to meet people there
- Excited to see the community effort

- Would like the separate spaces not to be even
- Like to be an area for large and small dogs
- Pickle ball group mentioned making it smaller to expand the pickle ball courts
- Add separation to prevent barking at the fence

## Second Community Meeting

- Excited to see positive momentum at North Park
- Hopeful there wouldn't be as much dog waste in park
- Positive response for the disc golf and activity for kids
- Concern over maintenance- who would take care of it and follow through
- Discussed the separate spaces again

## Solutions

- Director Pigg prefers this layout, due to our grass to keep it healthy and doesn't turn into a dirt field.
- The courts are in the Parks CIP for next year, where pickle ball lines are in the design.
- We'll put “dog” decals on the fence and position the trees to add barrier amid the dogs and on-goers.
- Parks will maintain- the plan was formatted with them in mind.

# What the community says:



Brian Epley

North Park Task Force Chair

"The park has some areas that, by putting in the additions, would help reduce the crime in the park and the unwanted activity. It would also help bring more people into the park to see how wonderful it can be."



Thom Greenwood

Simonsen Architect

"As a resident of North Park Ward One, community member and architectural designer I am a proud supporter of your efforts to improve North Park. The Dog Park is a much-needed improvement not only for the local residents but for the downtown Billings community as well. Being that the only two local dog parks are at the extents of the city, I feel having a centralized location will be quintessential increasing the density and activation of North Park."



Katy Easton

Downtown Billings Alliance

"The projects proposed for North Park will add value through beautification, increased visitorship, and public safety and will continue to benefit our city for decades to come. This project and the work of the Billings Industrial Revitalization District is invaluable to not only the downtown core, but the city, and region as a whole."

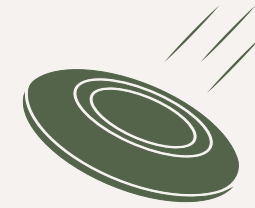


# Benefits of increased recreational activities in North Park

for all of our community members  
(those with and without tails)



Allow You to Develop a Better Understanding of Your Dog



Provide low costs activites people at any age can enjoy



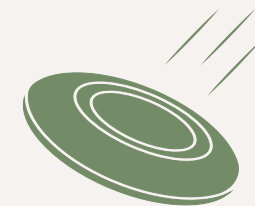
Build A Tight-Knit Community



Promote Active Lifestyles for dogs and their humans



Socializing - For Humans and dogs



Improves the time people spend in the park



Allow Dogs to Run Free



Increases the number of people who come to a park-park activation

# Funding

How are we going to get there?



# NORTH PARK DOG PARK PROJECTED BUDGET

## ESTIMATED INCOME

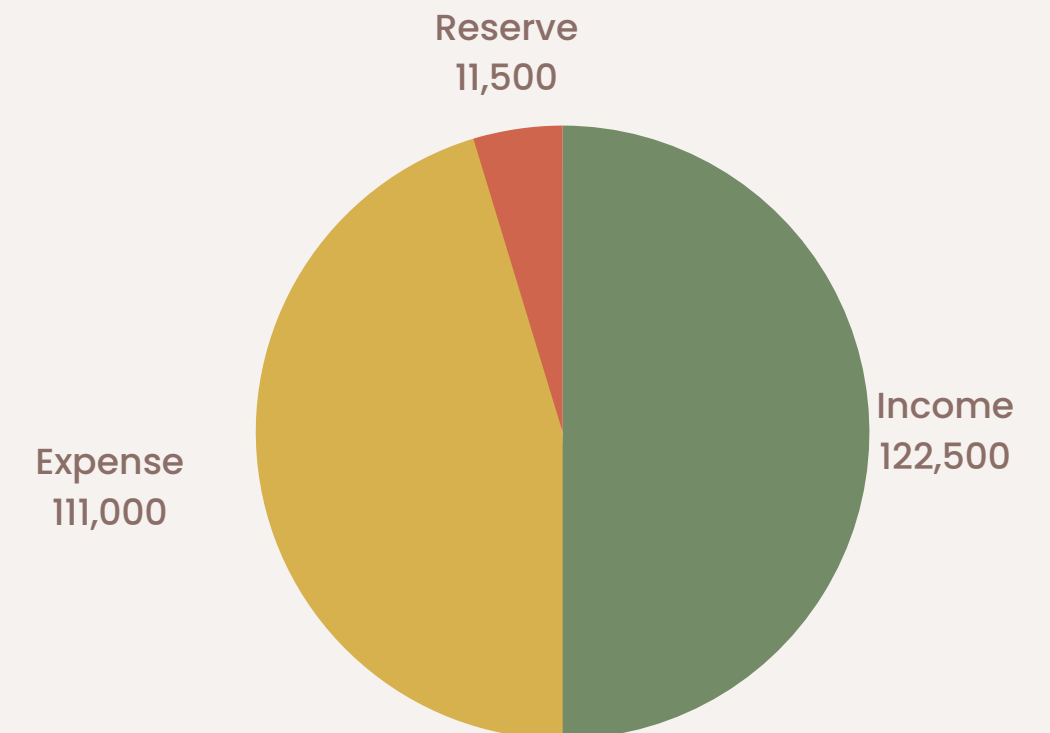
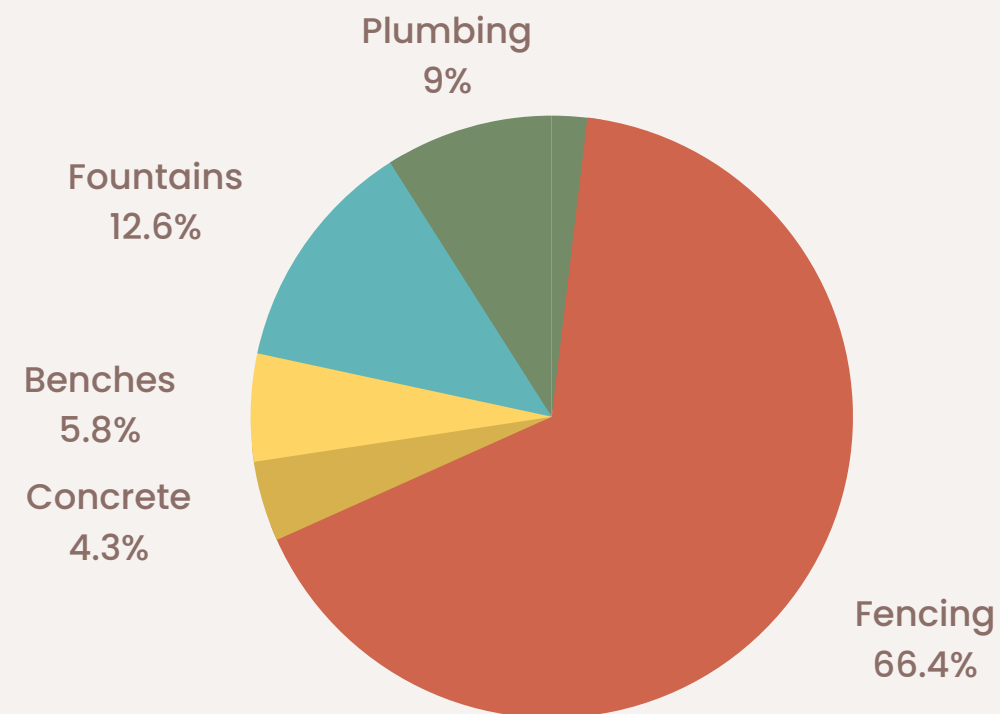
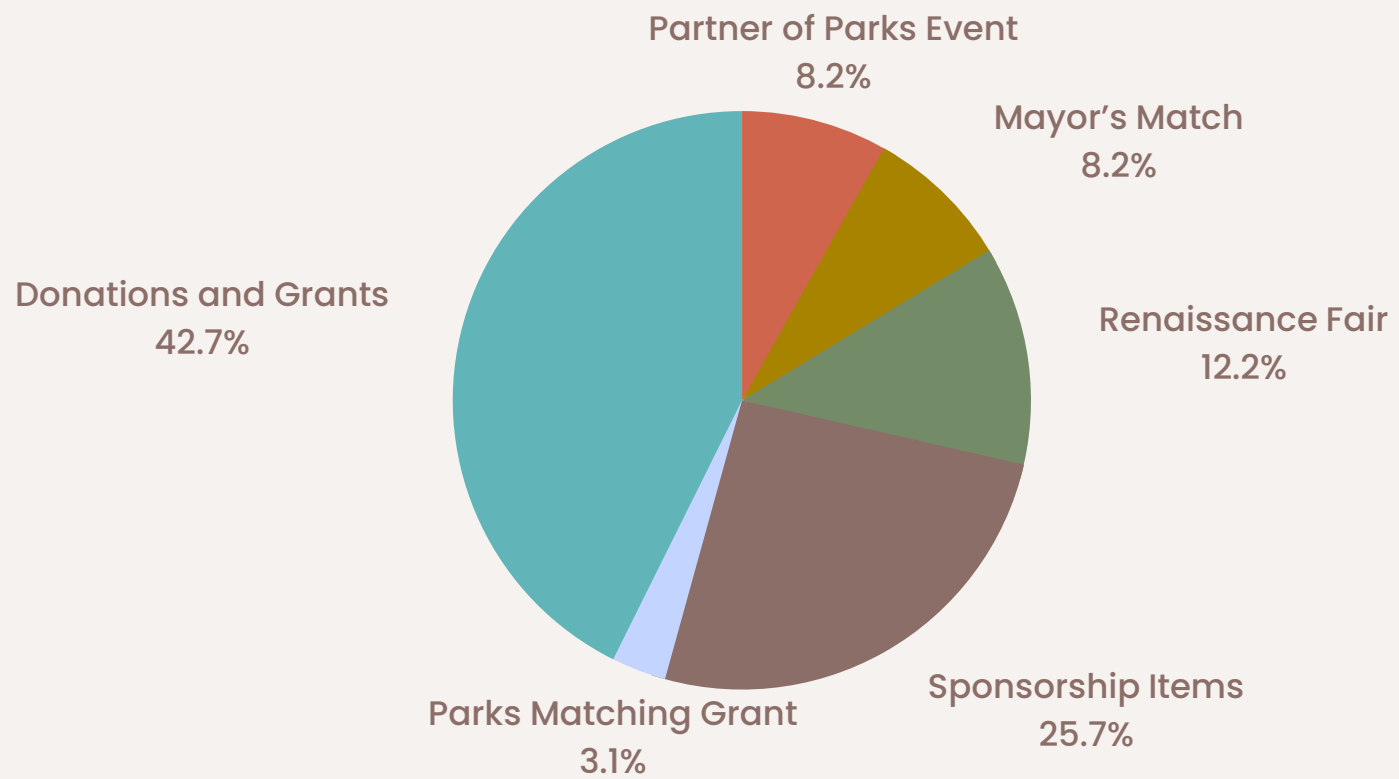
| Source                              | Amount         |
|-------------------------------------|----------------|
| Partner of Parks Event              | 10,000         |
| Mayor's Match                       | 10,000         |
| Renaissance Fair                    | 15,000         |
| Remaining trees, benches, fountains | 31,500         |
| Parks Matching Grant                | 3,750          |
| Other events, donations and grants  | 52,250         |
|                                     | <b>122,500</b> |

## ESTIMATED EXPENSES

| Source    | Amount         |
|-----------|----------------|
| Signage   | 2,100          |
| Fencing   | 73,700         |
| Concrete  | 4,800          |
| Benches   | 6,400          |
| Fountains | 14,000         |
| Plumbing  | 10,000         |
|           | <b>111,000</b> |

## SUMMARY

| Source      | Amount        |
|-------------|---------------|
| (+) Income  | 122,500       |
| (-) Expense | 111,000       |
| Reserve:    | <b>11,500</b> |



**\*\*A\$11,500 RESERVE IS BUILT INTO THE BUDGET FOR UNEXPECTED EXPENSES**

**\*ALL NUMBERS USED WERE CONSERVATIVE ESTIMATES AND EXPENSES ROUNDED UP**

# NORTH PARK DISC GOLF PROJECTED BUDGET

## ESTIMATED INCOME

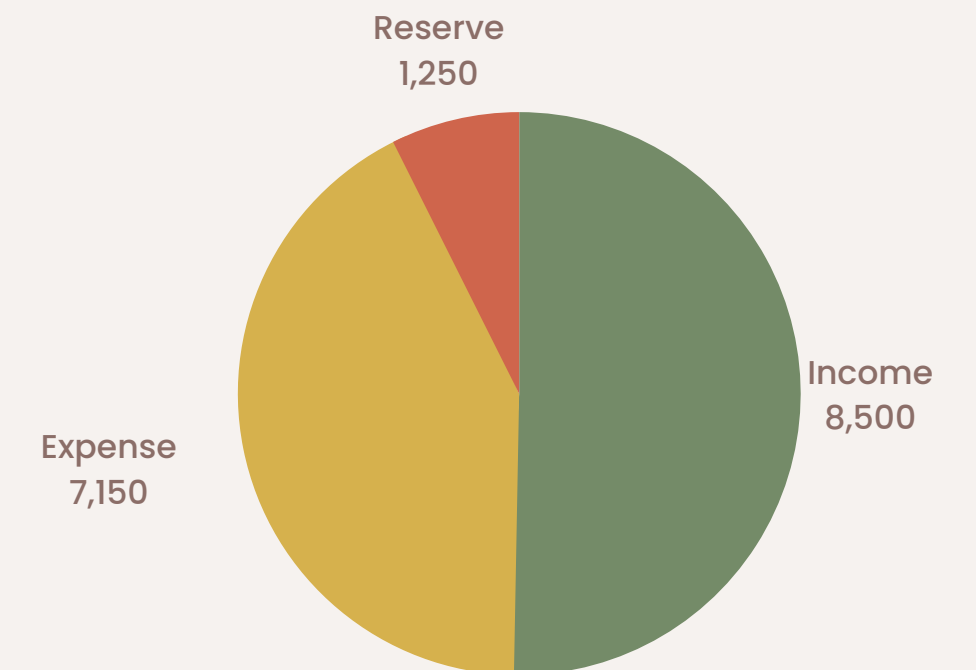
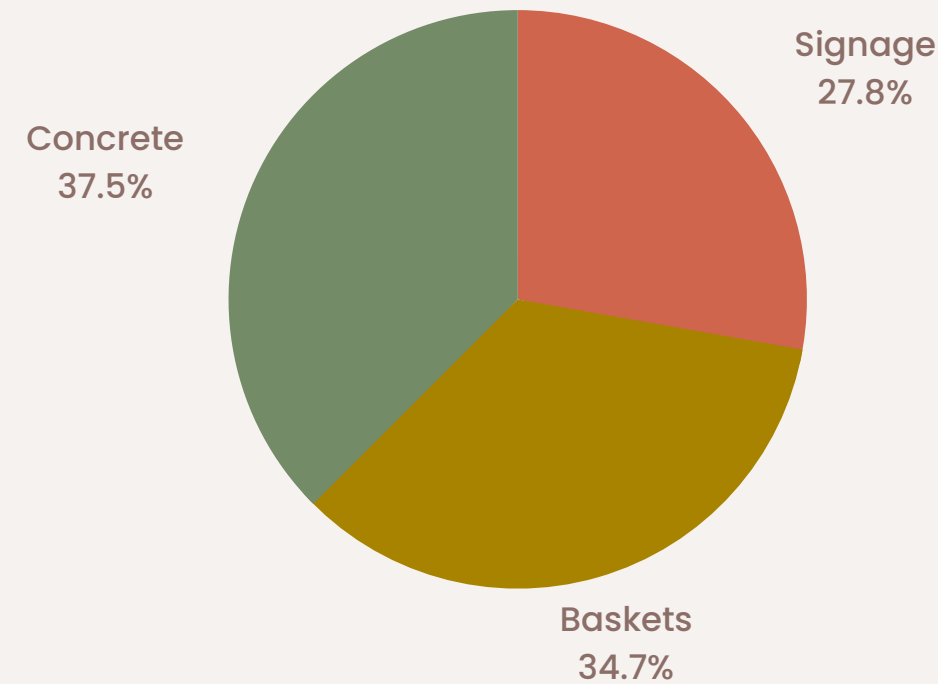
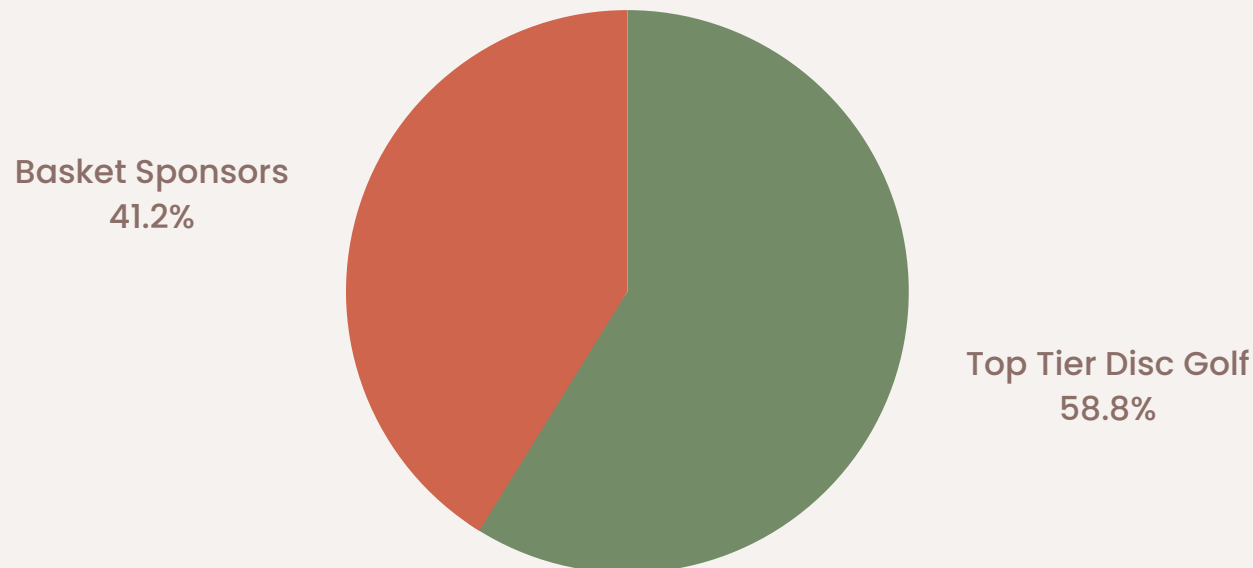
| Source                           | Amount       |
|----------------------------------|--------------|
| Major Donor – Top Tier Disc Golf | 5,000        |
| Basket Sponsors                  | 3,500        |
|                                  | <b>8,500</b> |

## ESTIMATED EXPENSES

| Source   | Amount       |
|----------|--------------|
| Signage  | 2,000        |
| Baskets  | 2,450        |
| Concrete | 2,700        |
|          | <b>7,150</b> |

## SUMMARY

| Source      | Amount       |
|-------------|--------------|
| (+) Income  | 8,500        |
| (-) Expense | 7,150        |
| Reserve:    | <b>1,250</b> |

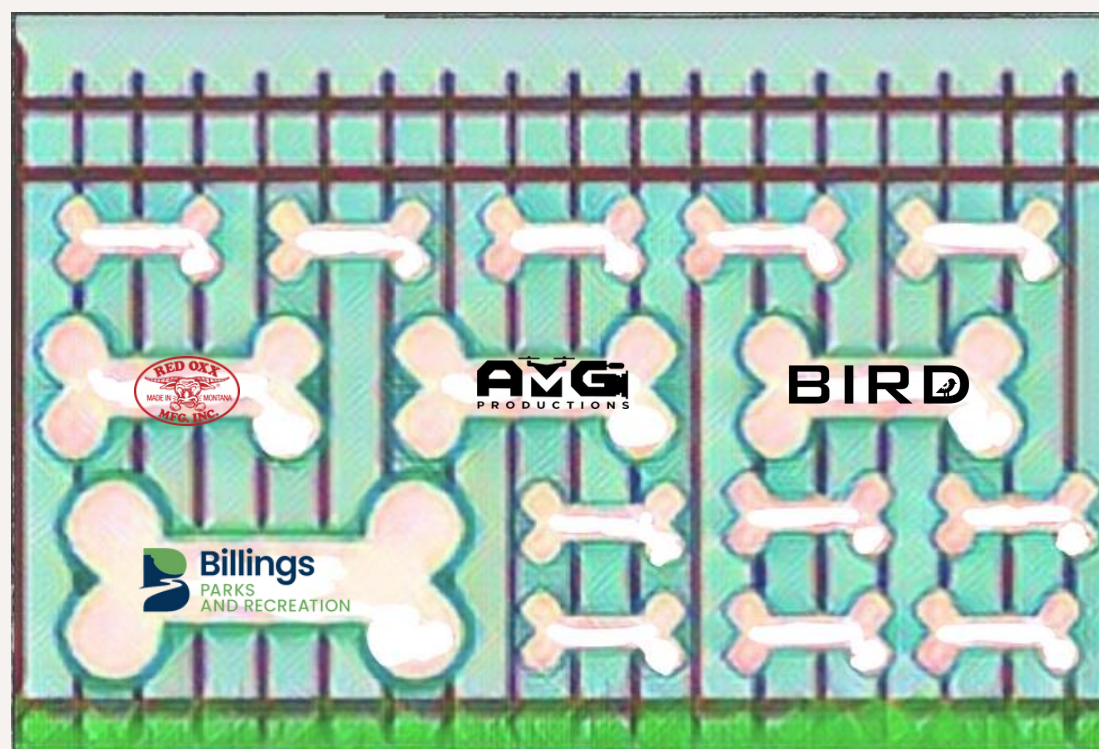




# Funding Efforts

## Dog Park

In order to build the disc golf course, we need to raise \$111,000. Billings Partners for Parks will hold all contributions. All donations are deductible for tax purposes. Please feel free to donate whatever amount you can from \$10 to \$111,000.



### Dog Entry Area Sponsor

Provides funding for fencing, concrete and gravel in entry area with sponsor name  
\$15,000  
2 available

### Water Station Sponsor

Provides a water station and permanent signage with sponsor name  
\$7,500  
2 available

### Park Bench Sponsor

Provides a park bench installed with bronze sponsor plaque  
\$3,500  
6 available

### Signage Sponsor

Provides signage for the dog park with sponsor plaque  
\$2,500  
2 available

### THE TOP DOG: \$50,000+

- Naming rights to the North Park dog park

### Friends of the Fence: \$500+

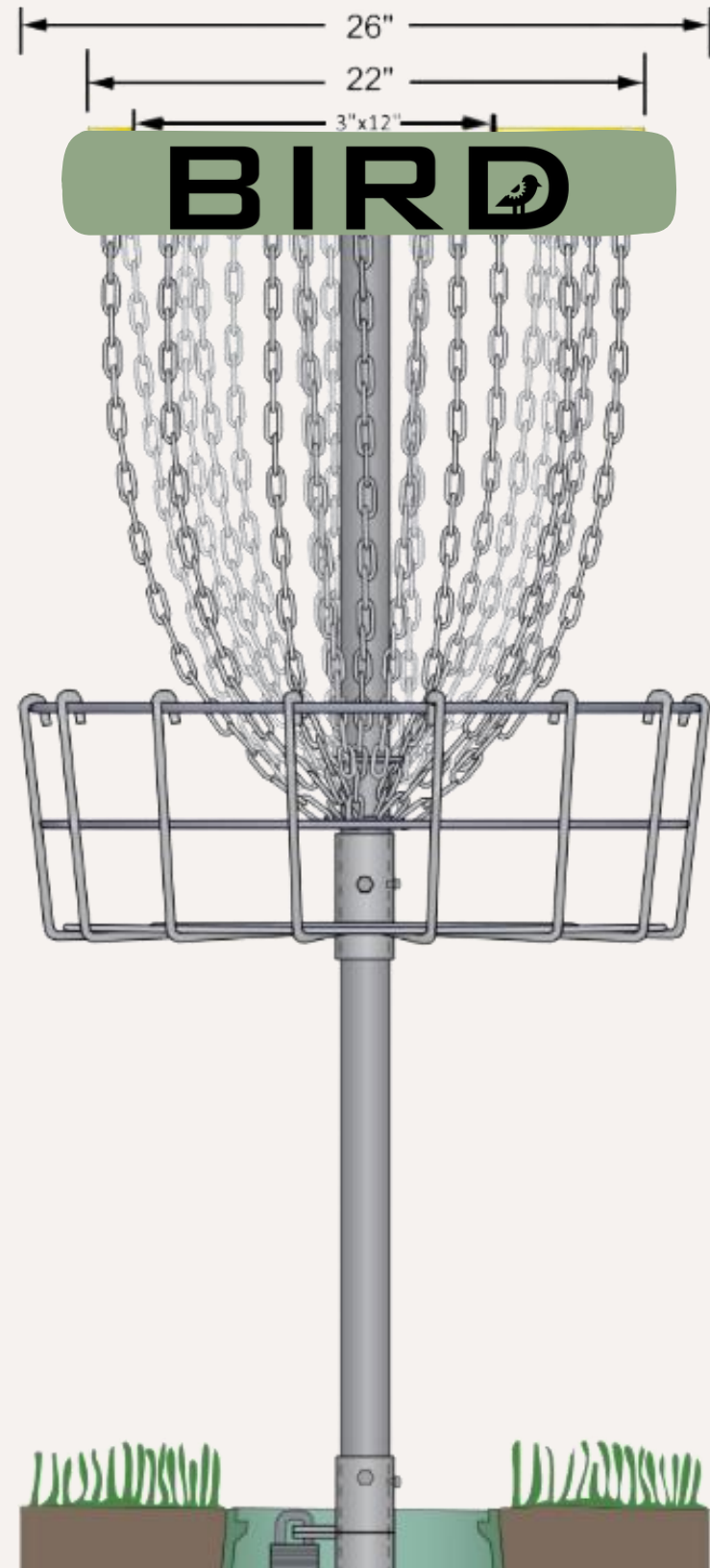
- Sponsor a part of the fence! One custom "dog" decal size determined by level of donation. If you would like to make your donation in someone's name, let us know and we will send you a certificate that can be given as a gift. Can include logo, names, dedications, etc.

### Dog's Best Friend: <\$499

- The gratitude of your faithful furry friend

# Funding Efforts

## Disc Golf Course



In order to build the dog park, we need to raise \$7,150. Billings Partners for Parks will hold all contributions. All donations are deductible for tax purposes. Please feel free to reach out about being a basket sponsor!

### Major Donor: \$5,000

- Top Tier Golf has stepped forward at the beginning phase of the project.

### Basket Sponsors: \$350

- Get your company name or logo on one of the courses 6 baskets or 1 practice basket.

By sponsoring a hole at North Park disc golf course you are helping the community as well as the sport of disc golf. The money goes towards course build expenses and you get to pick a hole of your choosing for your advertisement sign. Money is spent on disc golf baskets, signage, concrete and more.



Stay up-to-date on North Park updates



# Timeline for Updates at North Park



October 2023 – Master Plan approved by Parks and Rec Board

November 2023 – North Park Dog Park announced as finalist in PetSafe grant

Nov-Dec 2023 – Master Plan approved by City Council

December 2023 (when passed) – Began public ask for donations and sponsorships

Spring 2024 – Wrap up fundraising efforts to begin construction

Summer 2024 – Completion of North Park Dog Park and Disc Golf Course

\*Estimated Timeline\*

# BIRD and Partners for Parks Collaboration

The logo features the word "BIRD" in bold red letters with a green plus sign, and "Partners for Parks" in green text below it, all enclosed in a hand-drawn orange outline.

**BIRD+**  
Partners for Parks

The logo consists of the letters "BIRD" in a bold, black, sans-serif font. A small black silhouette of a bird is positioned to the right of the letter "I".

**BIRD**

Partners for Parks will hold all funds fundraised for the updates to North Park to keep all funds separate from TIF funds and to ensure all donations will be tax deductible!

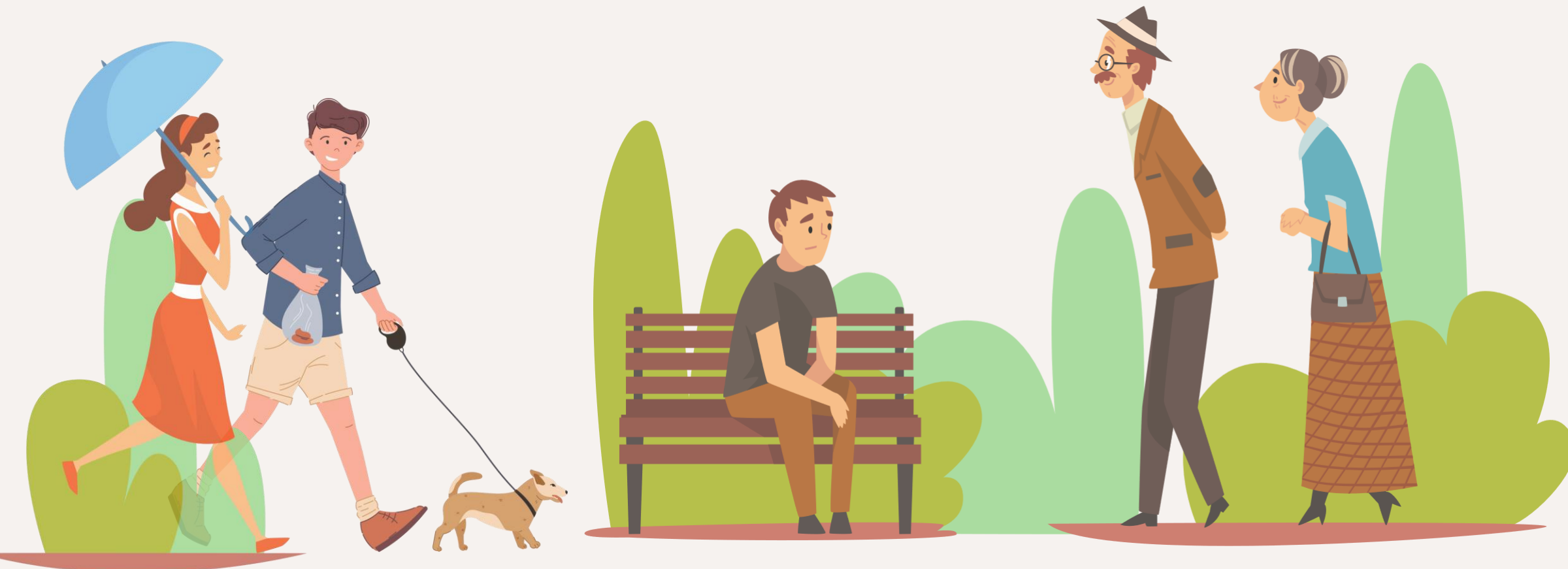


The Billings Industrial Revitalization District (BIRD) is a 501(c)(6) organization that is contracted with the City of Billings to manage the East Billings Urban Renewal District (EBURD) Tax Increment Finance process. It is led by a local board of directors representing businesses and property owners in the BIRD.

Partners for Parks is a 501(c)(3) non-profit foundation accepting tax deductible donations to benefit Billings parks. It was originally organized in 1980 as the "Billings Parks and Preservation Foundation". The goal of the foundation is to promote, acquire, develop, maintain, and establish public park and recreational facilities in the Billings area. That mission continues today under our freshly focused identity of "Partners for Parks".

"Be the person your dog thinks you are."

-C.J. Frick



# Talk to us:

We're ready to answer your questions.



**Phone**

(406) 545-7007



**BIRD Address**

1413 4TH AVE N. 59101



**Website**

[www.billingsBIRD.com](http://www.billingsBIRD.com)



**Email**

[BILLINGSBIRD@GMAIL.COM](mailto:BILLINGSBIRD@GMAIL.COM)



**Facebook**

Billings BIRD  
Let's Nurture North Park



**Instagram**

[billings\\_bird](https://www.instagram.com/billings_bird)

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Acceptance of Perpetual Right-of-Way Easement from Torgerson's Real Estate Holdings, LLC  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council accept the Perpetual Right-of-Way Easement from Torgerson's Real Estate Holdings, LLC.

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

The annexation of the Torgerson property, located at 3508 South Frontage Road, along with the development agreement was approved at 7/12/21 City Council meeting. The development agreement required the developer to grant the City a 20-foot wide easement along the western portion of the property and a 30-foot wide easement along the southern portion of the property for a future multi-use trail. City staff has been working with Performance Engineering on the design of the River Edge Trail. The River Edge Trail will be constructed in the future from the City County Drain to the existing trail along Mystic Park near the City's water plant. There is concern with the movement of the river bank along the southern property boundary. The easement has been set back from the river bank in a current buildable area. As the river bank stands today, the trail could be constructed at least 20-feet from the river bank. The easement has language that allows the easement to be re-located in the future if the river bank is armored in the future. The armoring of the river bank would be requested and paid for by the developer. Attached is the easement for acceptance.

The 20-foot easement along the west boundary of the Torgerson property will be presented to City Council at a later date. There are ongoing negotiations between the developer and the Grey Eagle Ditch on the easement location along the west property boundary. Based on the approved development agreement, the developer has agreed to dedicate an easement along the west side of the property. Currently, there is a ditch easement in the same location that must be relocated prior to the granting of the trail easement.

**ALTERNATIVES**

City Council may:

- Approve the perpetual right-of-way easement; or,
- Not approve the perpetual right-of-way easement. If not approved, the trail cannot be constructed along the Yellowstone River in this area.

**FISCAL EFFECTS**

There is no significant financial impact to the City with acceptance of the perpetual right-of-way easement. The City would be responsible to construct the multi-use trail in the future.

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**Attachments**

Torgerson Easement

## PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this \_\_\_ day of \_\_\_\_\_, 20\_\_, the undersigned,

Torgerson's Real Estate Holdings, LLC, of 4701 River Drive North, Great Falls, MT 59405, hereinafter called "Grantor", 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 (ATTACH drawing of property describing easement):

**A 30-foot wide trail easement lying 15-feet on each side of the following described centerline beginning at a point located on the west boundary of Tract 1A of Certificate of Survey No. 1596, said point being located N0° 49' 59"W a distance of 18.93 feet from the found Witness Corner; thence N70° 12' 50"W a distance of 333.29 feet; thence N77° 38' 15"W a distance of 482.76 feet; thence N51° 31' 18"W a distance of 232.49 feet; thence N31° 40' 17"W a distance of 70.02 feet to a point on the eastern easement boundary for Washington Street.**

**Sidelines of above-described easement shall be shortened or extended to intersect with the east easement boundary for Washington Street (County Road Petition #58) and the western boundary of Tract 1A of Certificate of Survey No. 1596.**

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing a multi-use trail, 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 multi-use trail.

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. 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.
3. 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.

4. 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.
5. If the river bank is armored in the future, and approved by a Professional Engineer and City Engineering, Grantor can request that easement be located closer to the river bank.



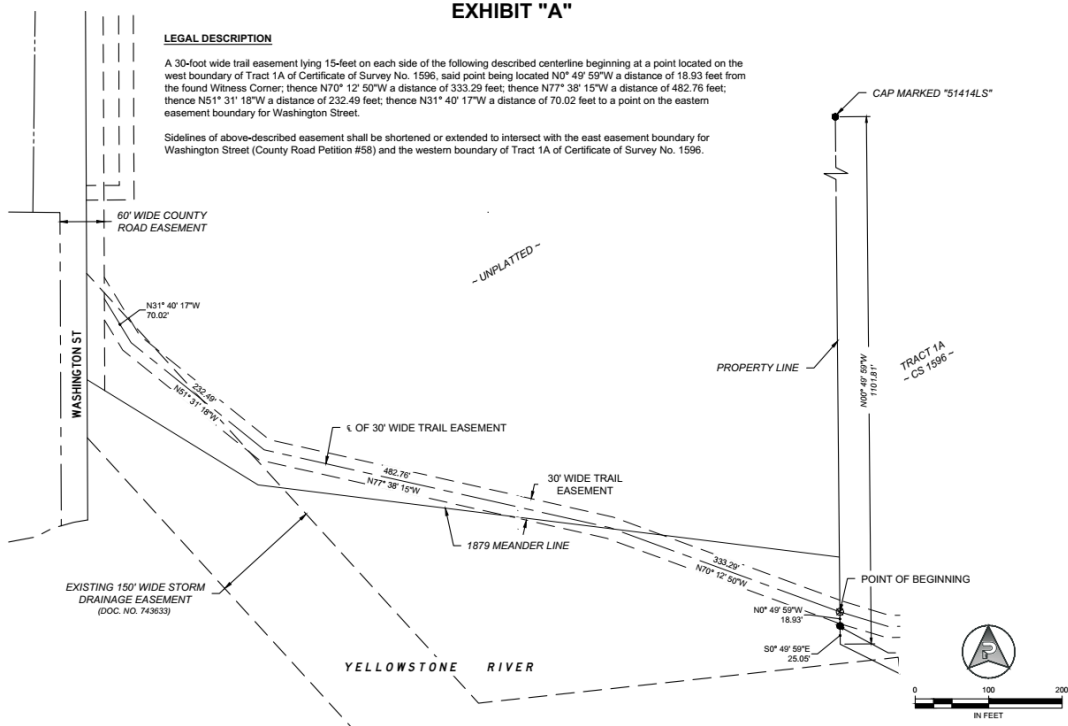


**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A 30-foot wide trail easement lying 15-feet on each side of the following described centerline beginning at a point located on the west boundary of Tract 1A of Certificate of Survey No. 1596, said point being located  $N0^{\circ} 49' 59'' W$  a distance of 18.93 feet from the found Witness Corner; thence  $N70^{\circ} 12' 50'' W$  a distance of 333.29 feet; thence  $N77^{\circ} 38' 15'' W$  a distance of 482.76 feet; thence  $N51^{\circ} 31' 18'' W$  a distance of 232.49 feet; thence  $N31^{\circ} 40' 17'' W$  a distance of 70.02 feet to a point on the eastern easement boundary for Washington Street.

Sidelines of above-described easement shall be shortened or extended to intersect with the east easement boundary for Washington Street (County Road Petition #58) and the western boundary of Tract 1A of Certificate of Survey No. 1596.



**City Council Regular**

**Date:** 11/27/2023  
**Title:** Acceptance of Perpetual Right-of-Way Easement from Billings Logistics Center One, LLC.  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council accept the Perpetual Right-of-Way Easement from Billings Logistics Center One LLC.

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

The annexation of the Billings Logistics Center One LLC property, located at 3218 South Frontage Road, along with a development agreement, was approved at 7/12/21 City Council meeting. The development agreement required the developer to grant the City a 30-foot wide easement along the southern portion of the property for a future multi-use trail. City staff has been working with Performance Engineering on the design of the River Edge Trail. The River Edge Trail is to be constructed in the future from the City County Drain to the existing trail along Mystic Park near the City's water plant. The easement has been set back from the Yellowstone River bank in a buildable area. Attached is the easement for acceptance.

**ALTERNATIVES**

City Council may:

- Approve the perpetual right-of-way easement; or,
- Not approve the perpetual right-of-way easement. If not approved, the trail cannot be constructed along the Yellowstone River in this area.

**FISCAL EFFECTS**

There is no significant financial impact to the City with acceptance of the perpetual right-of-way easement. The City would be responsible to construct the multi-use trail in the future.

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**Attachments**

Easement

## PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this \_\_\_ day of \_\_\_\_\_, 20\_\_, the undersigned,

Billings Logistics Center One LLC, of 1776 Peachtree Street NW STE 100, Atlanta, GA 30309, hereinafter called "Grantor", 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 (ATTACH drawing of property describing easement):

**A 30-foot wide trail easement lying 15-feet on each side of the following described centerline beginning at a point located on the west boundary of Tract 1A of Certificate of Survey No. 1596, said point being located N0° 49' 59"W a distance of 18.93 feet from the found Witness Corner; thence S73° 29' 57"E a distance of 68.53 feet; thence N88° 37' 32"E a distance of 105.03 feet; thence N50° 53' 27"E a distance of 127.42 feet; thence N75° 56' 31"E a distance of 199.83 feet; thence N60° 24' 25"E a distance of 143.81 feet; thence N6° 57' 35"E a distance of 118.85 feet; thence N49° 54' 11"E a distance of 307.85 feet; thence N46° 27' 07"E a distance of 116.09 feet to a point located on the western boundary of Tract 1 of Certificate of Survey No. 1591, said point being N0° 53' 53"W a distance of 30.06 feet from the found Aluminum Cap.**

**Sidelines of above-described easement shall be shortened or extended to intersect with the western boundary of Tract 1 of Certificate of Survey No. 1591 and the western boundary of Tract 1A of Certificate of Survey No. 1596.**

This perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing a multi-use trail, 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 multi-use trail.

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. 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.
3. 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,

provided , however, Grantors shall have no obligation to restore any damage to the easement right-of-way, except to the extent caused by Grantor.

- 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, but not for damage caused by others.
4. 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.

Billings Logistics Center One LLC

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

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

STATE OF \_\_\_\_\_ )  
:ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of Billings Logistics Center One LLC, and who acknowledged to me that said Grantor executed the same.

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 \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

The Mayor and City Council of the City of Billings acknowledges receipt and hereby accepts the property interest conveyed through this instrument.

\_\_\_\_\_  
Mayor, City of Billings

ATTEST: \_\_\_\_\_  
City Clerk

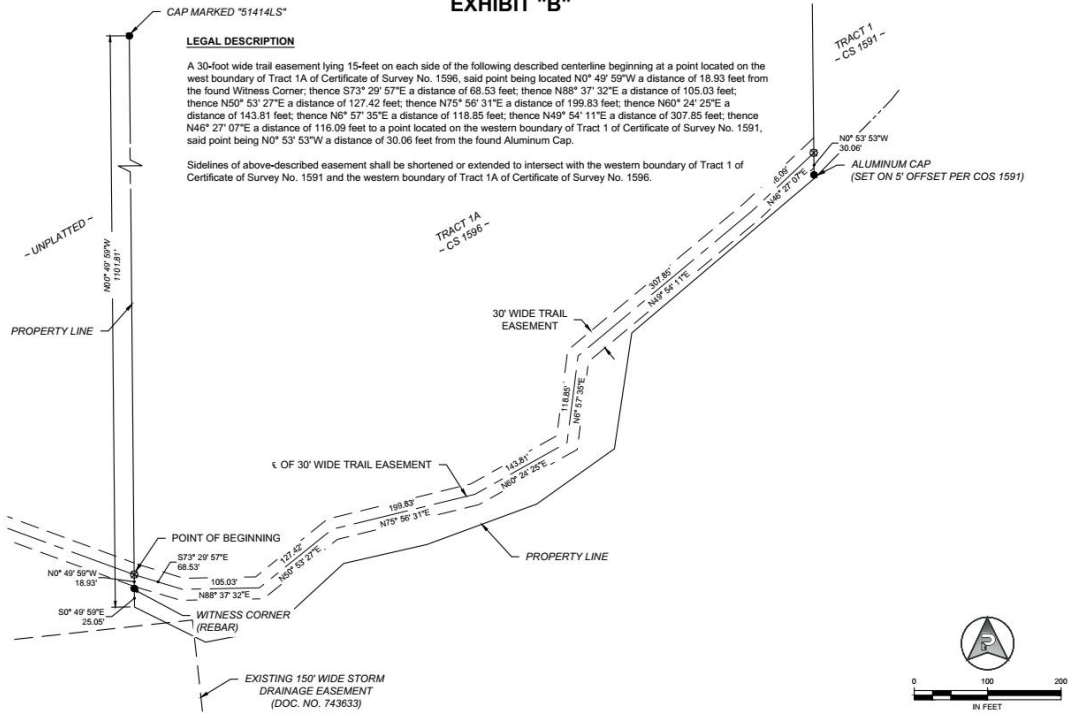
STATE OF MONTANA     )  
                                          :SS  
County of Yellowstone     )

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 official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Montana

**EXHIBIT "B"**



**City Council Regular**

**Date:** 11/27/2023  
**Title:** R. L. Subdivision - Final Minor Plat with Dual Jurisdiction  
**Presented by:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-21-00143

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**RECOMMENDATION**

Staff recommends the City Council approve the final plat of R. L. Subdivision.

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

On September 28, 2023, Site Pro, LLC applied for final plat approval for R. L. Subdivision. The proposed subdivision creates 2 lots. The R. L. Subdivision received preliminary approval from the Board of County Commissioners on August 2, 2021. On September 27, 2021, proposed Lot 1 of R. L. Subdivision was annexed into the city. Proposed Lot 2 remains in the County. See Attachment Annexation Development Agreement. The Annexation Development Agreement has a City of Billings Waiver of Right to Protest with it.

On July 5, 2022, the eastern part of Lot 1 went through the subdivision process, Wild Rose Subdivision, for a residential development. See Attachment Wild Rose Subdivision preliminary approval and Wild Rose Subdivision SIA. Attached to this staff report is the SIA for the County and the other documents as mentioned above.

The subject property is generally located between 54th Street West and 58th Street West, south of Rimrock Road. The property in the City and County is zoned N1 - First Neighborhood, N2 - Mid-Century Neighborhood, P1 - Parks and Open Space, NX1 - Mixed Residential, N3 - Suburban Neighborhood and N4 Large Lot Suburban, N4 is a county zoning.

Because of the annexation of Lot 1, R. L. Subdivision is now a dual jurisdiction subdivision requiring the BOCC and City Council to be party to the final plat.

Staff has reviewed the application of R. L. Subdivision and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

**STAKEHOLDERS**

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. At this time, the Planning Division has received no public comments or questions regarding the proposed subdivision.

**ALTERNATIVES**

The City Council may approve or deny the final plat of R. L. Subdivision. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

The criteria are as follows:76-3-611. Review of final plat.

- (1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
  - (a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
  - (b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid. Staff finds the final plat meets the criteria outlined in 76-3-611 above.

Staff found that the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations.

**FISCAL EFFECTS**

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

---

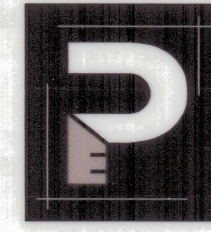
## Attachments

R. L. Sub page 1  
R. L. Sub page 2  
R. L. Sub page 3  
R. L. Sub page 4  
Signed Preliminary approval for R. L. Subdivision  
R. L. Sub SIA  
Annexation Development Agreement  
Wild Rose Proposed Plat Lot 1 of R. L. Sub  
Wild Rose Draft SIA  
Wild Rose Preliminary Approval

# PLAT OF R.L. SUBDIVISION

BEING THE BLOCK 7 PLANTING AREA OF YELLOWSTONE MEADOWS SUBDIVISION, PHASE 3  
LOCATED IN THE NE 1/4 OF SECTION 31, TOWNSHIP 01 NORTH, RANGE 25 EAST, P.M.M., CITY OF  
BILLINGS, YELLOWSTONE COUNTY, MONTANA

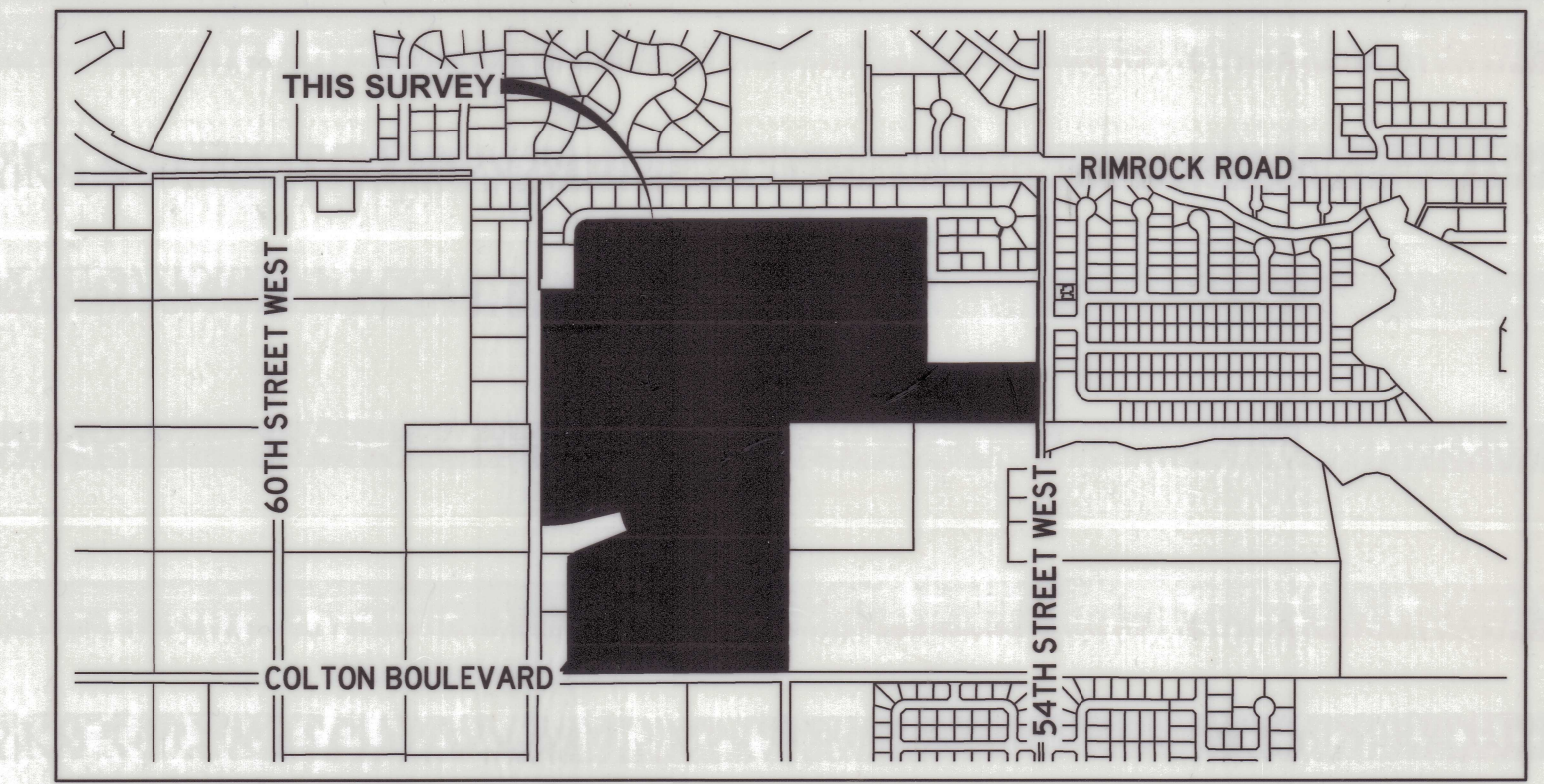
PREPARED FOR : REGAL LAND DEVELOPMENT, INC.



PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION : ± 87.326

JANUARY 2023



VICINITY MAP  
NOT TO SCALE

| LEGEND       |                                            |
|--------------|--------------------------------------------|
| ●            | FOUND PROPERTY CORNER, AS DESCRIBED        |
| ○            | SET PROPERTY CORNER, 5/8" REBAR W/ PEC CAP |
| ⊕            | FOUND SECTION CORNER, AS DESCRIBED         |
| ⊕            | FOUND QUARTER CORNER, AS DESCRIBED         |
| ---          | SURVEY BOUNDARY                            |
| ---          | EXISTING PROPERTY LINE                     |
| ---          | PROPERTY LINE                              |
| ---          | EXISTING RIGHT-OF-WAY LINE                 |
| ---          | EASEMENT LINE                              |
| (R = XXX.XX) | RECORD DISTANCE                            |

### LEGAL DESCRIPTION AND CERTIFICATE OF DEDICATION

I, the undersigned owner, do hereby certify that I have cause to be surveyed in to lots, blocks, roads, and other divisions and dedications, as shown on this plat hereunto included, a tract of land more particularly described as follows:

Being the Block 7 Planting Area of Yellowstone Meadows Subdivision, Phase 3 located in the NE 1/4 of Section 31, Township 01 North, Range 25 East, P.M.M., Yellowstone County, Montana.

Said tract contains a gross area of 87.326 acres, more or less, and a net area of 86.924 acres, more or less.

Said tract to be known and dedicated as R.L. SUBDIVISION.

The undersigned hereby grants to all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair, and removed of lines over, under, and across the areas designated on the plat as "Utility Easement" to have and hold forever.

Parkland dedication is not required for this subdivision pursuant to 76-3-621(3)(a), MCA, as the parcels in the proposed subdivision are "larger than 5 acres."

This survey is not subject to review by the Department of Environmental Quality pursuant to 76-4-103, MCA, as the parcels are "20 acres or more in size."

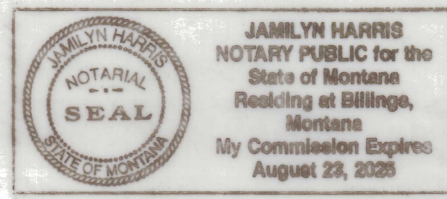
Regal Land Development, Inc.

Dan Wells, President

STATE OF MONTANA )  
                                  )ss  
County of Yellowstone )

On this 13<sup>th</sup> day of March, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Dan Wells, the President of Regal Land Development, Inc., known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana  
Printed Name Jamielyn Harris  
Residing at Billings, MT  
My commission expires August 23, 2025



### CERTIFICATE OF SURVEYOR

I, the undersigned Mark W. Kadrmas, Registered Land Surveyor, do hereby certify that this survey was done under my direct supervision of a tract of land located in the NE 1/4 of Section 31, Township 01 North, Range 25 East, P.M.M., Yellowstone County, Montana.

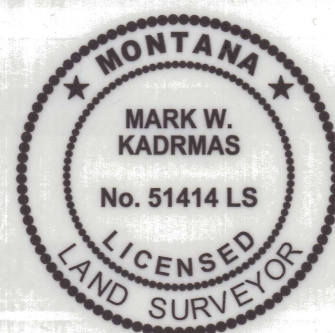
Said tract contains a gross area of 87.326 acres, more or less, and a net area of 86.924 acres, more or less.

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

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

Dated this 17<sup>th</sup> day of February, 2023

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



### BASIS OF BEARING

Bearings as shown on this survey are derived from the RMTCRS Billings coordinate system being a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

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

Distances are ground.

### CERTIFICATE OF COUNTY ATTORNEY

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

Dated this 5 day of September, 2023.

Reviewed by

### CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT

This plat has been reviewed and approved by Riverstone Health and the Montana Department of Environmental Quality.

Adam Davis, 29 Aug 2023  
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 pursuant to 76-3-611(1)(b) and 76-3-207(3), MCA.

Dated this 31 day of August, 2023

Julie M. Galt  
Yellowstone County Treasurer  
Deputy

### CERTIFICATE OF COUNTY COMMISSIONER APPROVAL

STATE OF MONTANA )  
                                  )ss  
County of Yellowstone )

We hereby certify that we have examined the foregoing R.L. SUBDIVISION and find that said plat conforms with the requirements of Yellowstone County Board of Planning. It is therefore approved.

IN WITNESS WHEREOF, we have set our hands and the seal of YELLOWSTONE COUNTY, MONTANA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS

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

YELLOWSTONE COUNTY, MONTANA

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

Attest: \_\_\_\_\_  
Clerk and Recorder

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

### NOTICE OF APPROVAL

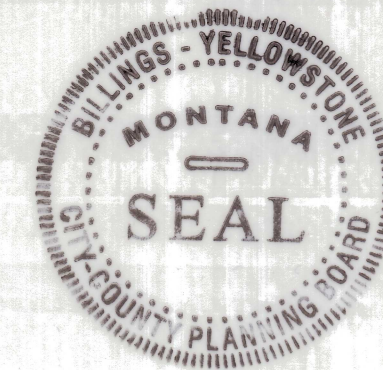
STATE OF MONTANA )  
                                  )ss  
County of Yellowstone )

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

Dated this 17<sup>th</sup> day of August, 2023

Daniel Kosse  
President

Executive Secretary



### CONSENT TO PLATTING

Document No. \_\_\_\_\_

### SUBDIVISION IMPROVEMENTS AGREEMENT

Document No. \_\_\_\_\_

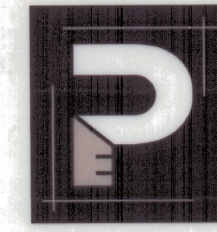
### CLERK AND RECORDER FILING INFORMATION

C:\Users\kmsieher\OneDrive\Documents\Projects\20-168 Final Plat.dwg  
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 P:\Users\kmsieher\OneDrive\Documents\Projects\20-168 Final Plat.dwg  
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# PLAT OF R.L. SUBDIVISION

BEING THE BLOCK 7 PLANTING AREA OF YELLOWSTONE MEADOWS SUBDIVISION, PHASE 3  
 LOCATED IN THE NE 1/4 OF SECTION 31, TOWNSHIP 01 NORTH, RANGE 25 EAST, P.M.M., CITY OF  
 BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : REGAL LAND DEVELOPMENT, INC.



PREPARED BY : PERFORMANCE ENGINEERING, LLC

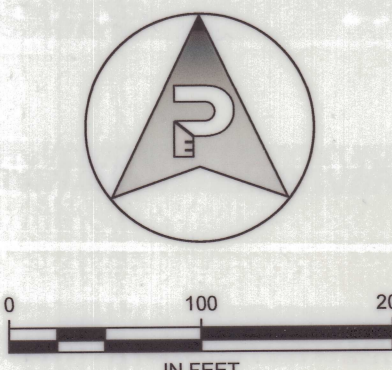
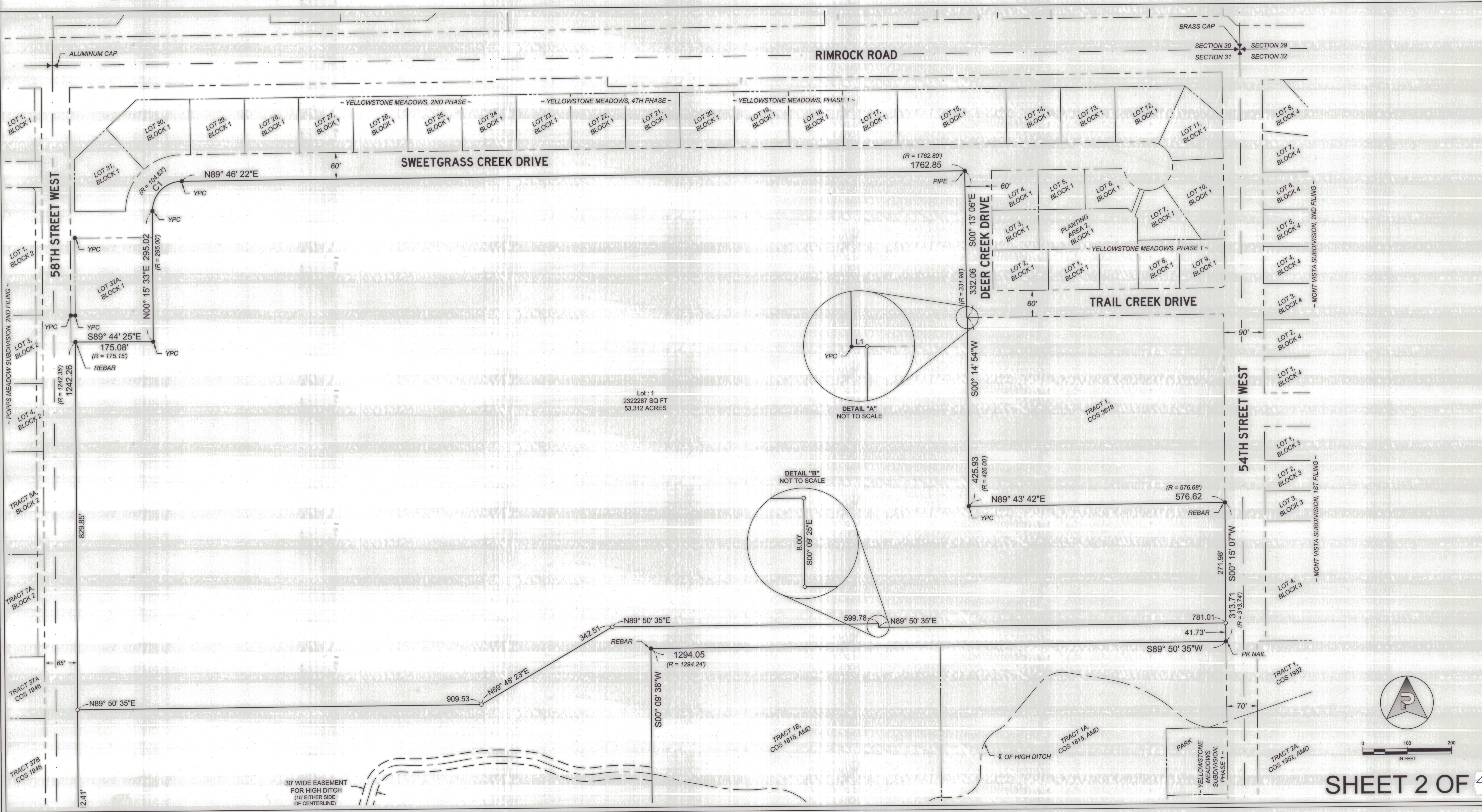
TOTAL AREA OF SUBDIVISION : ± 87.326

JANUARY 2023

| LEGEND       |                                            |
|--------------|--------------------------------------------|
| ●            | FOUND PROPERTY CORNER, AS DESCRIBED        |
| ○            | SET PROPERTY CORNER, 5/8" REBAR W/ PEC CAP |
| ⊕            | FOUND SECTION CORNER, AS DESCRIBED         |
| ⊕            | FOUND QUARTER CORNER, AS DESCRIBED         |
| ---          | SURVEY BOUNDARY                            |
| ---          | EXISTING PROPERTY LINE                     |
| ---          | PROPERTY LINE                              |
| ---          | EXISTING RIGHT-OF-WAY LINE                 |
| ---          | EASEMENT LINE                              |
| (R = XXX.XX) | RECORD DISTANCE                            |

| Parcel Line Table |        |               |
|-------------------|--------|---------------|
| Line #            | Length | Direction     |
| L1                | 1.40   | N89° 43' 42"E |
| L2                | 19.30  | N38° 54' 54"E |
| L3                | 30.03  | S89° 54' 03"W |
| L4                | 63.23  | N38° 54' 12"E |
| L5                | 50.11  | N57° 06' 17"E |
| L6                | 22.13  | N89° 57' 14"W |

| Curve Table |        |        |              |                 |              |
|-------------|--------|--------|--------------|-----------------|--------------|
| Curve #     | Length | Radius | Delta        | Chord Direction | Chord Length |
| C1          | 104.66 | 66.97  | 089° 32' 29" | N45° 00' 54"E   | 94.33        |
| C2          | 102.26 | 405.00 | 014° 27' 59" | N20° 40' 29"W   | 101.98       |
| C3          | 15.74  | 10.00  | 090° 11' 06" | N58° 17' 13"W   | 14.16        |
| C4          | 171.45 | 720.00 | 013° 38' 38" | S83° 21' 54"W   | 171.05       |
| C5          | 15.61  | 10.00  | 089° 27' 42" | S45° 24' 45"W   | 14.08        |



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 PEC STANDARD DWG.CTB

# PLAT OF R.L. SUBDIVISION

BEING THE BLOCK 7 PLANTING AREA OF YELLOWSTONE MEADOWS SUBDIVISION, PHASE 3  
 LOCATED IN THE NE 1/4 OF SECTION 31, TOWNSHIP 01 NORTH, RANGE 25 EAST, P.M.M., CITY OF  
 BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : REGAL LAND DEVELOPMENT, INC.



PREPARED BY : PERFORMANCE ENGINEERING, LLC

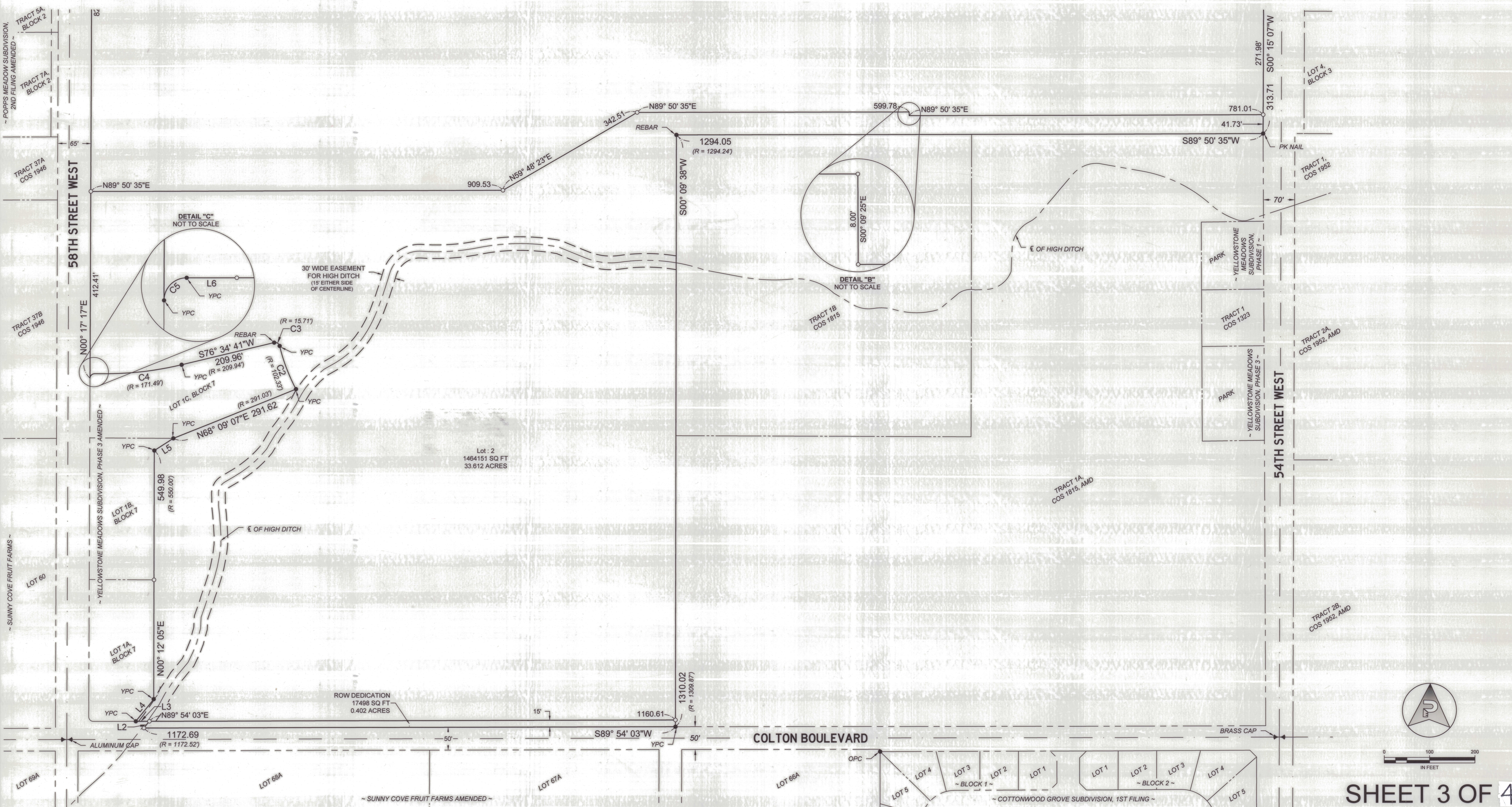
TOTAL AREA OF SUBDIVISION : ± 87.326

JANUARY 2023

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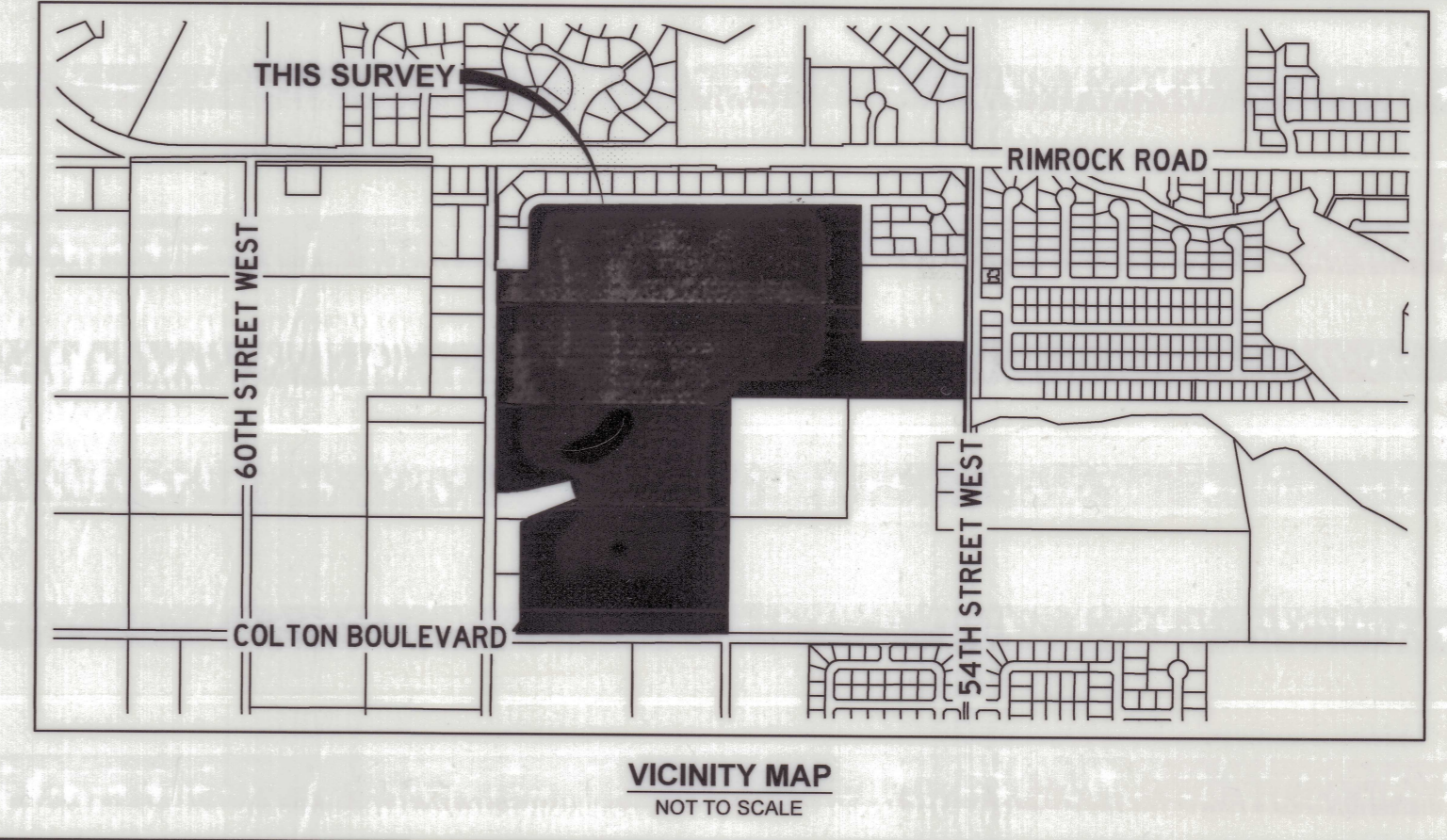
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| LEGEND      |                                            |
|-------------|--------------------------------------------|
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| (R = XXXXX) | RECORD DISTANCE                            |

PLAT OF  
**R.L. SUBDIVISION**  
 BEING THE BLOCK 7 PLANTING AREA OF YELLOWSTONE MEADOWS SUBDIVISION, PHASE 3  
 LOCATED IN THE NE 1/4 OF SECTION 31, TOWNSHIP 01 NORTH, RANGE 25 EAST, P.M.M., CITY OF  
 BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : REGAL LAND DEVELOPMENT, INC.  PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION : ± 87.326  
 JANUARY 2023



**CERTIFICATE OF CITY APPROVAL**  
 STATE OF MONTANA )  
 County of Yellowstone )

We hereby certify that we have examined the plat of R.L. 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 hereby accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BILLINGS, MONTANA

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

Attest: \_\_\_\_\_  
 City Clerk

**CERTIFICATE OF CITY ATTORNEY**  
 This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date \_\_\_\_\_ Reviewed by \_\_\_\_\_

**CERTIFICATE OF CITY ENGINEER'S OFFICE**  
 I hereby certify that the foregoing plat conforms with Section 76-4-125(1)(d), MCA, as said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Engineer's Office

# Yellowstone County



**JEFF MARTIN**  
Clerk & Recorder  
P.O. Box 35001  
Billings, Montana 59107-5001

Phone (406) 256-2785  
Fax (406) 256-2777  
Email: [jmartin@co.yellowstone.mt.gov](mailto:jmartin@co.yellowstone.mt.gov)

August 3, 2021

Regal Land Development  
PO Box 80445  
Billings, MT 59101

To Whom It May Concern:

Please be advised the Board of County Commissioners of Yellowstone County, Montana, at their regularly scheduled Board meeting on Tuesday August 3, 2021, voted to conditionally approve RL Subdivision – Preliminary Minor Plat with the following conditions:

1. To ensure safe roads and access to the subdivision, prior to final plat approval, the applicant will provide an additional 15 feet of right of way for Colton Boulevard and work with County Public Works to determine access points and 1 foot no access strips along 54<sup>th</sup> and 58<sup>th</sup> Streets West. The no access strip shall be depicted on the final plat.
2. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning and/or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, including laws regarding moving houses onto or off the property, and the laws and Administrative Rules of the State of Montana.

The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, including laws regarding moving houses onto or off the property, and the laws and Administrative Rules of the State of Montana.

The applicant may appeal to District Court a decision of the County Commissioners approving or rejecting a proposed subdivision plat upon application for a writ of certiorari. The application shall specify the grounds upon which it alleges the illegality of the action of the County Commission. If you have any questions, please contact Dave Green at (406) 247-8666, or stop by the City/County Planning Office located at 2825 3<sup>rd</sup> Avenue North, 4<sup>th</sup> Floor, Billings, MT 59102.

Sincerely,




A handwritten signature in cursive script that reads "Teri Reitz". The signature is written over a horizontal line.

Teri Reitz  
Clerk to the Board of County Commissioners  
Yellowstone County, Montana

**BOARD of COUNTY COMMISSIONERS**

has taken the following action:

Approved  Denied  Conditionally approved

 Chairman  
 Member  
 Member

Agenda Item 18.

**B.O.C.C. Regular**

**Meeting Date:** 08/03/2021

**SUBJECT:** RL Subdivision - Preliminary Minor Plat

**THROUGH:** Monica Plecker

**FROM:** Dave Green

---

**TOPIC**

RL Subdivision - Preliminary Minor Plat

**INTRODUCTION**

On July 1, 2021, the Planning Division received an application for RL Subdivision minor preliminary plat. The property is generally located between 54<sup>th</sup> Street West and 58<sup>th</sup> Street West, south of Rimrock Road. This subdivision would create 2 lots from an 87.315-acre parcel of land. The applicant is proposing to create two lots for future development. The land is within County Zoning Jurisdiction and is zoned N4 – Large Lot Suburban Neighborhood. Large part of the land is used for farming, the remaining portions are dryland grasses and trees.

**RECOMMENDATION**

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of RL Subdivision and adopt the Findings of Fact as presented in the staff report.

**VARIANCE REQUESTED**

The subdivider has not requested any variances.

**PROPOSED CONDITIONS OF APPROVAL**

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To ensure safe roads and access to the subdivision, prior to final plat approval, the applicant will provide and additional 15 feet of right of way for Colton Boulevard and work with County Public Works to determine access points and 1 foot no access strips along 54<sup>th</sup> and 58<sup>th</sup> Streets West.
2. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning and/or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, including laws regarding moving houses onto or off the property, and the laws and Administrative Rules of the State of Montana.

**PROCEDURAL HISTORY**

- Pre-application meeting June 3, 2021
- Preliminary plat application submitted to Planning Division July 1, 2021
- Preliminary plat to Yellowstone County Board of County Commissioners August 3, 2021
- 35 working-day preliminary plat review period ends August 19, 2021.

**PLAT INFORMATION**

General location: Between 54<sup>th</sup> Street West and 58<sup>th</sup> Street West, south of Rimrock Road  
Legal Description: Yellowstone Meadows Phase 3, Block 7, Amended Planting area, Amended Block 7 & Tract 2, COS 3618  
Owner/Subdivider: Regal Land Development Inc.  
Surveyor/Engineer: Site Pro LLC and Performance Engineering  
Existing Zoning: N4  
Proposed Zoning: N4  
Existing Land Use: Farming / dryland grasses and trees  
Proposed Land Use: Farming / dryland grasses and trees  
Gross area: 87.315 acres  
Net area: 87.315 acres  
Proposed number of lots: 2  
Max.: 55.67 acres  
Min.: 31.65 acres  
Parkland requirements: There is no required parkland dedication as this is a minor subdivision.

**PLANNING BOARD PUBLIC HEARING DISCUSSION**

A public hearing is not required for minor subdivisions, however nearby property owners may attend the Board of County Commissioners meeting to provide public comment. The Planning Division has received no public comments or questions regarding the proposed subdivision at the time of the writing of this staff report.

**YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT**

See Attachment Findings of Fact

**CONCLUSIONS OF FINDINGS OF FACT**

See Attachment Findings of Fact

**RECOMMENDATION**

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of RL Subdivision and adopt the Findings of Fact as presented in the staff report.

---

**Attachments**

Findings of Fact

Proposed Preliminary Plat

SIA / Waiver

---

## FINDINGS OF FACT

The City-County Planning Division Staff has prepared the Findings of Fact for RL Subdivision. These findings are based on the preliminary plat application and supplemental documents addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations (YCSR).

**A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health and safety (76-3-608 (3) (a) MCA) (Section 3.2 (H) (2) YCSR)**

**1. Effect on agriculture and agricultural water users' facilities**

The subject property is partially used for agricultural purposes. The Hi-Line Canal does run through a part of proposed Lot 2 of this subdivision. There are no water rights or shares for water from the Hi-Line Canal. This proposed subdivision will have minimal impact on water users' facilities. There are no plans for this subdivision to develop as two large lots. They will be subdivided in the future into smaller parcels for development. The effect on agriculture and agricultural water users' facilities will be minimal if any at all.

**2. Effect on local services**

a. **Water and Septic** – This subdivision will not be developed as two single lots of 55 and 31-acre parcels. There will be no water or septic systems developed with this subdivision. Both lots are over the 20-acre size for review. In the future when the lots are further subdivided for development, they will be required to have a review of any proposed water and septic systems.

b. **Streets and roads** – There will be no roads built around or within this proposed subdivision. Access to the proposed lots is from 54<sup>th</sup> Street West and 58<sup>th</sup> Street West. They will need to provide an additional 15 feet of right of way for Colton Boulevard. County Public Works has also requested a 1 foot no access strip to be shown on the along the 54<sup>th</sup> and 58<sup>th</sup> with an access point shown along the roads to the lots. **(Condition #1)**

c. **Fire and Police services** – The property is within the Billings Urban Service Area (BUFSA). Subdivision regulations do not require the developer to install any fire suppression systems with only two lots being proposed.

The Yellowstone County Sheriff's Department will provide law enforcement services to this subdivision.

d. **Solid Waste disposal** – The Billings Landfill has capacity for solid waste disposal. Solid waste will be collected and disposed of by a private garbage collection company. Each lot owner will be responsible for arranging for collection.

e. **Storm water drainage** – Storm water drainage shall remain as historically has been taking place on the property. There will be no changes to stormwater drainage on the land

at this time.

f. **School facilities** – The proposed subdivision is located within School Districts #2. Development on the lots is not proposed at this time, there will be no effect on School District #2.

g. **Parks and recreation** – This proposed subdivision is not required to provide parkland. Yellowstone County Subdivision Regulations Section 10.8 A. A Minor Subdivision is not required to provide parkland.

h. **Postal Service** – There is no proposed development on these two lots. No postal service will be required at this time.

i. **Historic features** – No known historic or cultural assets exist on the site.

j. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

**3. Effects on the natural environment**

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. As required by County Subdivision Regulations Section 4.15 all county subdivisions are required to apply for and obtain a weed management plan with the County Weed Department. That plan will be submitted with final plat approval. (**Condition #2**)

There are no apparent or known natural hazards on the property.

**4. Effects on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. A paragraph in the 'Conditions that Run with the Land' section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage residential landscaping.

**5. Effects on public health and safety**

Plans and designs for the water and septic system will not be reviewed at this time, there is no proposal to develop the lots at this size. Both lots are over 20 acres and do not require review.

Fire and emergency services are provided for this proposed subdivision from BUFSA and the Yellowstone County Sheriff's department.

**B. Was an environmental assessment required? If yes, what, if any, significant adverse impacts were identified? (76-3-603 MCA) (Chapter 9, YCSR)**

An environmental assessment was not required for this subdivision pursuant Section 9.2 C. 1. of the County Subdivision Regulations.

**C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302.H.4.]**

**1. Yellowstone County - 2008 Growth Policy**

The subdivision is consistent with the following goals of the Growth Policy:

- Goal: Predictable land use decisions that are consistent with neighborhood character and land use patterns. (p. 6)

*The subdivision is consistent with the type of development in the surrounding area, large lots.*

- Goal: New developments that are sensitive and compatible with the character of adjacent County town sites. (p. 6)

*This land is currently farmland and dryland grasses. It will remain that way with this proposed subdivision, although residential development is happening around this land.*

- Goal: Controlled weed populations. (p. 9)

*The developer shall complete a weed management plan and shall provide a re-vegetation plan as required by County Subdivision Regulations.*

**2. 2018 Billings Urban Area Long Range Transportation Plan**

The subject property maintains the road the study area of the Transportation Plan. As proposed, there is only one local street associated with this subdivision.

**3. Billings Area Bikeway and Trail Master Plan (BBTMP)**

54<sup>th</sup> Street West is identified as a proposed short-range bike lane. There is also a potential future alignment along the High Ditch. This subdivision will not be required to build any trail as part of the development.

**D. Does the subdivision conform to the Montana Subdivision and Platting Act (MSPA) and to local subdivision regulations? [MCA 76-3-608 (3) (b) and Section 3.2 (3) (a) YCSR]**

The proposed subdivision meets the requirements of the MSPA and the YCSR. The subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

**E. Does the subdivision conform to sanitary requirements? [Section 4.8 (C) and 4.9 (C), YCSR]**

The subdivider must receive approval from the MDEQ prior to final approval. New parcels, without existing septic systems, are subject to MDEQ review.

**F. Does the proposed subdivision meet any applicable Zoning Requirements? [Section 3.2 (H) (3) (e), YCSR]**

The proposed subdivision is within County Zoning Jurisdiction. No development is proposed on the two parcels. Any development will be required to meet current zoning code adopted by the County.

**G. Does the subdivision provide for necessary planned utilities? [MCA 76-3-608 (3) (c) and Section 3.2 (H) (3) (b), YCSR]**

Private utilities are not to be installed at this time. Should the private utility companies require easements the applicant will be required to coordinate the easements needed with the private utility companies.

**H. Does the proposed subdivision provide for Legal and Physical Access to all lots? [MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]**

Legal and physical access will be provided for the new proposed lots from 54<sup>th</sup> Street West and 58<sup>th</sup> Street West.

**CONCLUSIONS OF FINDINGS OF FACT**

- This subdivision does not create adverse impacts that warrant denial of the subdivision.
- Impacts to agriculture, agriculture water user facilities, local services, public health and safety, the natural environment, and wildlife should be minimal, and can be mitigated by reasonable conditions of final plat approval.
- The subdivision conforms to some of the goals of the Growth Policy.
- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.

**RECOMMENDATION**

The Planning Division recommend conditional approval of the preliminary plat of RL Subdivision, to the Board of County Commissioners, and adopt the Findings of Fact as presented in the staff report, the SIA and Waiver.



**SUBDIVISION IMPROVEMENTS AGREEMENT**  
***R.L. Subdivision***  
**Table of Contents**  
**(Yellowstone County)**

|       |                                                |          |
|-------|------------------------------------------------|----------|
| I.    | Variances                                      | (page 2) |
| II.   | Conditions that Run with the Land              | (page 2) |
| III.  | Transportation                                 | (page 3) |
|       | A. Streets                                     | (page 3) |
|       | B. Traffic Control Devices                     | (page 3) |
|       | C. Access                                      | (page 3) |
|       | D. Billings Area Bikeway and Trail Master Plan | (page 3) |
| IV.   | Emergency Services                             | (page 4) |
| V.    | Storm Drainage                                 | (page 4) |
| VI.   | Utilities                                      | (page 4) |
|       | A. Water                                       | (page 4) |
|       | B. Sanitary Sewer                              | (page 4) |
|       | C. Power, Telephone, Gas, and Cable Television | (page 4) |
| VII.  | Parks/Open Space                               | (page 4) |
| VIII. | Irrigation                                     | (page 4) |
| IX.   | Weed Management                                | (page 5) |
| X.    | Soils/Geotechnical Study                       | (page 5) |
| XI.   | Phasing of Improvements                        | (page 5) |
| XII.  | Financial Guarantees                           | (page 5) |
| XIII. | Legal Provisions                               | (page 6) |

## SUBDIVISION IMPROVEMENTS AGREEMENT

### R.L. Subdivision

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between *Regal Land Development, Inc.*, whose address for the purpose of this agreement is P.O. Box 80445, Billings, MT 59108, hereinafter referred to as "Subdivider," and YELLOWSTONE COUNTY, Montana, hereinafter referred to as "County."

### WITNESSETH:

WHEREAS, the plat of *R.L. Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning;

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

#### I. VARIANCES

A. Subdivider has requested, and the County hereby grants, the following variances by the Board of County Commissioners from the strict interpretation of the County's Subdivision Regulations (Chapter 11, Yellowstone County Subdivision Regulations):

1. No variances requested

#### II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners; Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way at no cost to the County and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

### III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

#### A. Streets

- No street right-of-way is dedicated with this minor plat.

#### B. Traffic Control Devices

- No traffic control devices are required for this minor plat.

#### C. Access

- Lot 1 has legal and physical access on Sweetgrass Creek Drive
- Lot 2 has legal and physical access on 58<sup>th</sup> Street West

#### D. Billings Area Bikeway and Trail Master Plan

This subdivision is within the area of the Billings Area Bikeway and Trail Master Plan with existing trail along 54<sup>th</sup> Street West. No improvements are required at this time.

### IV. EMERGENCY SERVICE

- This subdivision is within the Billings Urban Fire Service Area (BUFSA). No fire suppression systems are required with this proposed subdivision.

**V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

- This plat is exempt from the requirement to create a storm water management plan because lots are greater than 20 acres.

**VI. UTILITIES**

**A. Water**

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the MDEQ, or its designee.

- This subdivision is exempt from sanitary review because the lot sizes are greater than 20 acres.

**B. Septic System**

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by the MDEQ, or its designee.

- This subdivision is exempt from sanitary review because the lot sizes are greater than 20 acres.

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

This section is not applicable with this subdivision.

**VII. PARKS/OPEN SPACE**

There is no parkland requirement for proposed R.L. Subdivision, as this is a minor subdivision [MCA 76-3-621(3)(e)].

**VIII. IRRIGATION**

- The Hi-Line Canal traverses Lot 2 of this Subdivision.
- The Hi-Line Canal has a 30' wide easement, 15' on each side of the center line of the ditch.

**IX. WEED MANAGEMENT**

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be

controlled on all properties in the subdivision.

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

**X. SOILS/GEOTECHNICAL STUDY**

- No geotechnical study was performed for this subdivision.

**XI. PHASING OF IMPROVEMENTS**

- This section is not applicable to this subdivision.

**XII. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations. If using a security, describe the method in this section)

- This section is not applicable to this subdivision.

### **XIII. LEGAL PROVISIONS**

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







**SUBDIVISION IMPROVEMENTS AGREEMENT**

***R.L. Subdivision***

**Table of Contents**

**(Yellowstone County)**

|       |                                                |          |
|-------|------------------------------------------------|----------|
| I.    | Variances                                      | (page 2) |
| II.   | Conditions that Run with the Land              | (page 2) |
| III.  | Transportation                                 | (page 3) |
|       | A. Streets                                     | (page 3) |
|       | B. Traffic Control Devices                     | (page 3) |
|       | C. Access                                      | (page 3) |
|       | D. Billings Area Bikeway and Trail Master Plan | (page 3) |
| IV.   | Emergency Services                             | (page 4) |
| V.    | Storm Drainage                                 | (page 4) |
| VI.   | Utilities                                      | (page 4) |
|       | A. Water                                       | (page 4) |
|       | B. Sanitary Sewer                              | (page 4) |
|       | C. Power, Telephone, Gas, and Cable Television | (page 4) |
| VII.  | Parks/Open Space                               | (page 4) |
| VIII. | Irrigation                                     | (page 4) |
| IX.   | Weed Management                                | (page 5) |
| X.    | Soils/Geotechnical Study                       | (page 5) |
| XI.   | Phasing of Improvements                        | (page 5) |
| XII.  | Financial Guarantees                           | (page 5) |
| XIII. | Legal Provisions                               | (page 6) |

# SUBDIVISION IMPROVEMENTS AGREEMENT

## R.L. Subdivision

This agreement is made and entered into this 3<sup>rd</sup> day of March, 20 23 by and between *Regal Land Development, Inc.*, whose address for the purpose of this agreement is **P.O. Box 80445, Billings, MT 59108**, hereinafter referred to as "Subdivider," and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as "County."

## WITNESSETH:

**WHEREAS**, the plat of *R.L. Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning;

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

### **I. VARIANCES**

A. Subdivider has requested, and the County hereby grants, the following variances by the Board of County Commissioners from the strict interpretation of the County's Subdivision Regulations (Chapter 11, Yellowstone County Subdivision Regulations):

1. No variances requested

### **II. CONDITIONS THAT RUN WITH THE LAND**

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

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

C. No water rights have been transferred to the lot owners; Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties.

Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way at no cost to the County and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

### **III. TRANSPORTATION**

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

#### **A. Streets**

- An additional 15' of right-of-way is dedicated along the north side of the existing right-of-way for Colton Boulevard.

#### **B. Traffic Control Devices**

- No traffic control devices are required for this minor plat.

#### **C. Access**

- Lot 1 has legal and physical access on Sweetgrass Creek Drive
- Lot 2 has legal and physical access on 58<sup>th</sup> Street West

#### **D. Billings Area Bikeway and Trail Master Plan**

This subdivision is within the area of the Billings Area Bikeway and Trail Master Plan with existing trail along 54<sup>th</sup> Street West. No improvements are

required at this time.

**IV. EMERGENCY SERVICE**

- This subdivision is within the Billings Urban Fire Service Area (BUFSA). No fire suppression systems are required with this proposed subdivision.

**V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

- This plat is exempt from the requirement to create a storm water management plan because lots are greater than 20 acres.

**VI. UTILITIES**

**A. Water**

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the MDEQ, or its designee.

- This subdivision is exempt from sanitary review because the lot sizes are greater than 20 acres.

**B. Septic System**

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by the MDEQ, or its designee.

- This subdivision is exempt from sanitary review because the lot sizes are greater than 20 acres.

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

This section is not applicable with this subdivision as no new utilities are needed.

**VII. PARKS/OPEN SPACE**

There is no parkland requirement for the proposed R.L. Subdivision, as it is land being subdivided into parcels larger than 5 acres and creates only one additional parcel. [MCA 76-3-621(3)(a) and 76-3-621(3)(d)].

**VIII. IRRIGATION**

- The Hi-Line Canal traverses Lot 2 of this Subdivision.
- The Hi-Line Canal has a 30' wide easement, 15' on each side of the center line of the ditch.

**IX. WEED MANAGEMENT**

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

**X. SOILS/GEOTECHNICAL STUDY**

- No geotechnical study was performed for this subdivision.

**XI. PHASING OF IMPROVEMENTS**

- This section is not applicable to this subdivision as it is a 2-lot minor subdivision, so no public improvements are required.

**XII. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

(In the event that all required improvements are not installed and constructed prior

to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations. If using a security, describe the method in this section)

- This section is not applicable to this subdivision since it is a 2-lot minor subdivision; and therefore, no public improvements are required.

### **XIII. LEGAL PROVISIONS**

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County. (This section is not applicable to this subdivision since it is a 2-lot minor subdivision; and therefore, no public improvements are required.)
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.
- G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.





## Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), which Yellowstone County may require for a period of twenty years from the date of this document's recording.

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

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

*Subdivision Name*

Signed and dated this 13 day of March, 2023

Subdivider/Owner

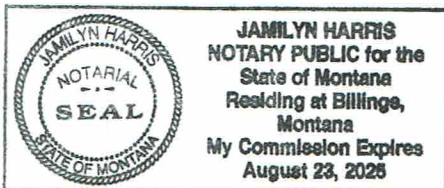
Dans LeBelk

President of Regal Land Development, Inc.

STATE OF MONTANA     )  
                                          : ss  
County of Yellowstone     )

On this 13<sup>th</sup> day of March, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Dan Wells, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same as President of Regal Land Development, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.



Jamilyn Harris  
Notary Public in and for the State of Montana

Printed name: Jamilyn Harris  
Residing in Billings, Montana  
My commission expires: 8/23/2025



Return to:  
City Clerk  
City of Billings  
PO Box 1178  
Billings, MT 59103

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** is made this 27<sup>th</sup> day of Sept., 2021, by and between *Regal Land Development, Inc., P.O. Box 80445, Billings, MT 59108* hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

**WHEREAS**, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Annexation Legal Description:

A portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows – Phase Three, recorded June 15, 2016, under Document No. 3780085.

Above referenced property is hereinafter referred to as "Developer Tract"

**WHEREAS**, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

**WHEREAS**, DEVELOPER desires to annex Developer Tract to the City; and

**WHEREAS**, DEVELOPER is proposing to develop the Developer Tract in phases over time; and

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution No. 21-11010 for the Developer Tract contingent upon a Development Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.



**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. Roads and Access. The Developer Tract will be accessed by three public accesses. One access will be from Trail Creek Drive and be an extension thereof from 54<sup>th</sup> Street West. Another access will be off of 54<sup>th</sup> Street West, approximately 590 feet south of the Trail Creek Drive intersection with 54<sup>th</sup> Street West. A third access will be off of 58<sup>th</sup> Street West approximately 790 feet south of the intersection of Sweetgrass Creek Drive and 58<sup>th</sup> Street West. Sweetgrass Creek Drive will be accessed with drive approaches. Final location of accesses will be determined through either the site development or subdivision process.
2. Sanitary Sewer. Developer will be required to reimburse the City for their proportionate share of the existing 24-inch sanitary sewer main located in 58<sup>th</sup> Street West and the existing 15-inch sanitary sewer main located in 54<sup>th</sup> Street West fronting the property.

The Developer Tract will be served by connecting to the City's existing sanitary sewer in 54<sup>th</sup> Street West or 58<sup>th</sup> Street West and extending the existing City sanitary sewer in Trail Creek Drive within the development at Developer's expense.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. Water. Developer will be required to reimburse the City for their proportionate share of the existing 12-inch water main located in 54<sup>th</sup> Street West fronting the property. Developer will be required to construct a 12-inch water main along the 58<sup>th</sup> Street West property frontage to the southwest corner of Developer Tract in phases and a water main in Sweetgrass Creek Drive. Size of the water main in Sweetgrass Creek Drive shall be determined by the City. Developer may submit a reimbursement agreement for costs of construction of the water main from adjacent properties.

The Developer Tract will be served by the water mains located in 54<sup>th</sup> Street West and 58<sup>th</sup> Street West.

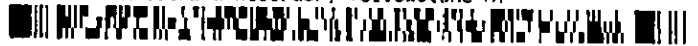
DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.



4. Storm Drain. The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018).
5. Right-of-Way. Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations.

Developer shall dedicate 10-feet of additional right-of-way along 54<sup>th</sup> Street West.

6. Street Construction, Widening and Sidewalks. DEVELOPER will be required, at the time of connection to 54<sup>th</sup> Street West, to provide a cash contribution for curb and gutter and street widening of 54<sup>th</sup> Street West to an equivalent residential street width (30 feet of asphalt) and given credit for the existing asphalt in place. Developer will be required construct curb and gutter and at least 30-feet of asphalt on 58<sup>th</sup> Street West fronting the Developer Tract at the time of accessing 58<sup>th</sup> Street West.
7. Multi-use Trail. A multi-use trail exists along 54<sup>th</sup> Street West fronting the Developer Tract. Any requirements for construction of future multi-use trails will be determined through the site development or subdivision process.
8. Future Intersection Contributions. A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements as determined by the City. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.
9. Other Public Improvements. For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, driveways, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Development Agreement regardless of location of individual properties in relation to the improvements.



10. Compliance. Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
11. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
12. Attorney's Fees. In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
13. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.







WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, parks and park maintenance, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

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

A portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows – Phase Three, recorded June 15, 2016, under Document No. 3780085.

“DEVELOPER”

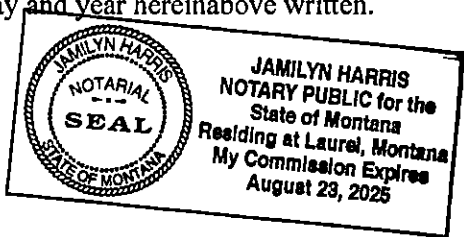
Regal Land Development, Inc.

By: [Signature]  
Title: President

STATE OF MONTANA )  
:ss.  
County of Yellowstone )

On this 13 day of October, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Daniel Wells, known to me to be the person who signed the foregoing instrument as the President of Regal Land Development, Inc. and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.



Jamilyn Harris  
Notary Public in and for the State of Montana  
Printed name: Jamilyn Harris  
Residing at: Laurel, MT  
My commission expires: August 23, 2025

# WILD ROSE SUBDIVISION FIRST FILING - PRELIMINARY PLAT

A Resubdivision of R.L. Subdivision Lot 1  
 Located in the NE 1/4 of Section 31, T1N, R25E, PMM,  
 City of Billings, Yellowstone County, Montana

**BASIS OF BEARINGS**  
 Bearings shown on this survey are derived from a low distortion Lambert  
 Conformal Conic single parallel projection with parameters as follows:

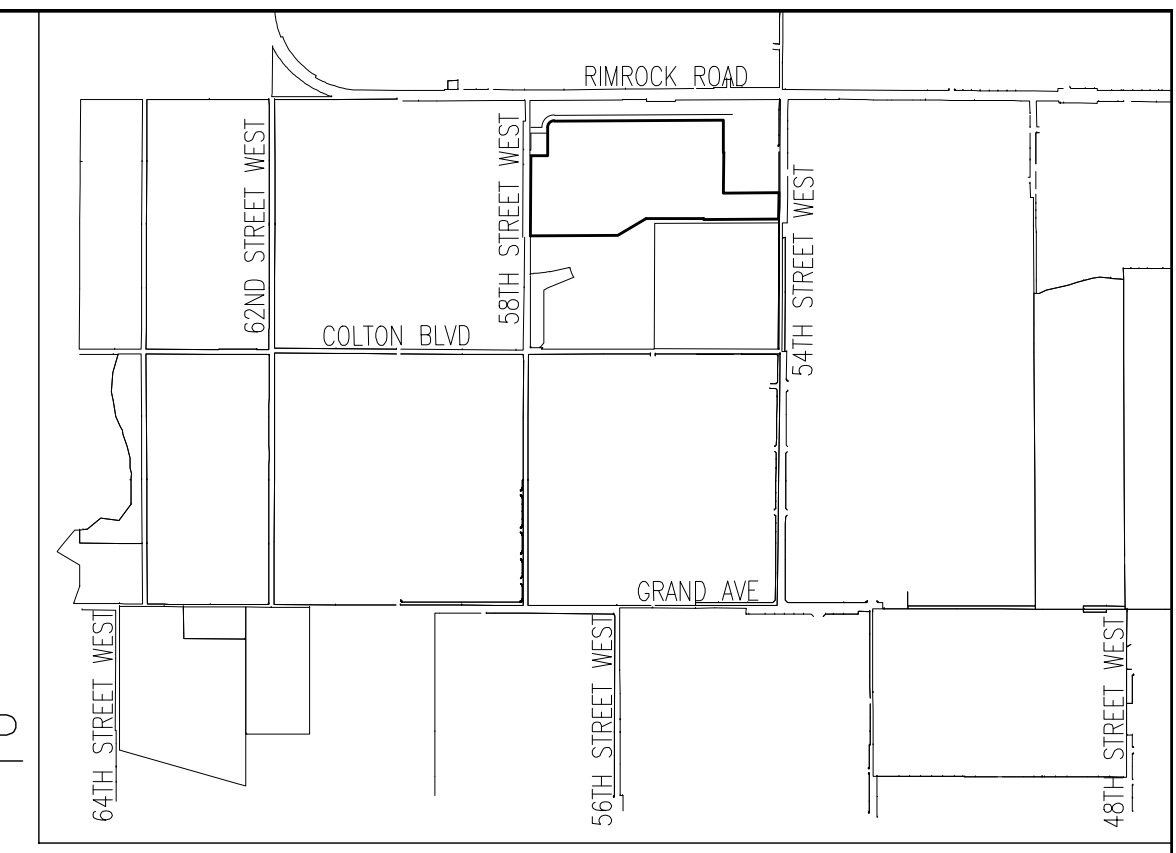
Latitude of Origin: 45°47'00" N  
 Longitude of Origin: 108°25'00" W  
 Mapping Scale Factor: 1.0001518

Distances shown hereon are ground distances.

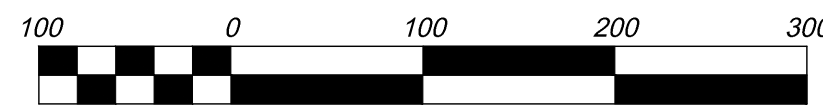
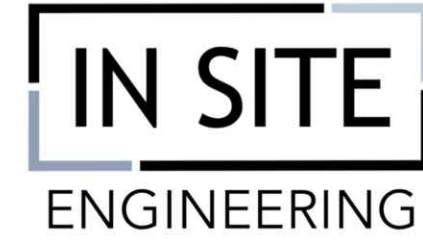
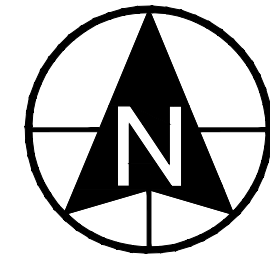
**SURVEYOR'S NOTE**  
 Unless otherwise noted, record distances between found monuments  
 shown hereon are within local accepted practice.

DATE: APRIL 2022  
 PREPARED FOR: REGAL LAND DEVELOPMENT, INC.  
 PREPARED BY: IN SITE ENGINEERING, P.C. &  
 PERFORMANCE ENGINEERING, LLC

**LEGAL DESCRIPTION**  
 R.L. Subdivision, Lot 1. Located in the NE 1/4 of Section 31, T1N, R25E,  
 PMM, Yellowstone County, Montana. Containing 53.452 Acres.



VICINITY MAP  
 NOT TO SCALE



SCALE 1"=100'

RIMROCK ROAD

SWEETGRASS CREEK DRIVE

N 89°46'22" E 1762.80'

58TH STREET WEST

N 00°17'16" E 834.12'

80'

60'  
 S 89°44'38" E 175.15'  
 N 00°15'22" E 295.00'

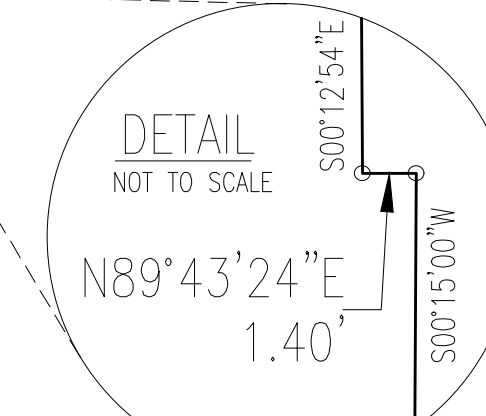
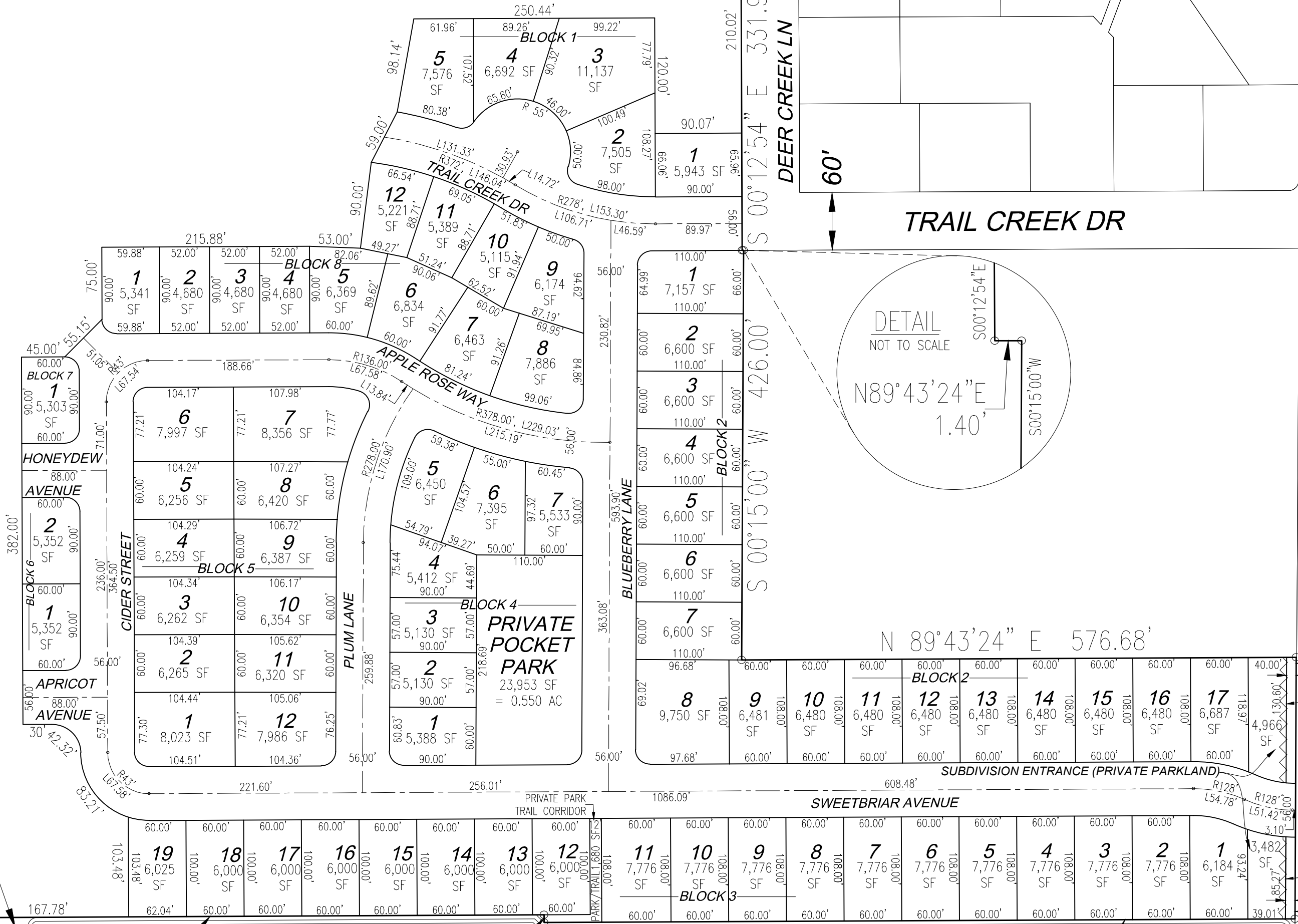
$\Delta=89^{\circ}31'00''$   
 $R=66.97'$   
 $L=104.63'$   
 CHORD  
 N45°00'52"E  
 94.31'

BLOCK 1  
 LOT 6  
 1,599,061 SF  
 =36.709 AC

WILD ROSE SUB  
 FUTURE FILINGS

| TABULATIONS                 |                                                                            |
|-----------------------------|----------------------------------------------------------------------------|
| ZONE                        | ALL LOTS EXCEPT LOT 6, BLOCK 1 ARE IN THE N2 ZONE (SEE ZONING MASTER PLAN) |
| GROSS AREA:                 | 53.452 AC                                                                  |
| ROAD AREA:                  | 4.831 AC                                                                   |
| PARK AREA PROVIDED:         | 0.782 AC                                                                   |
| NET AREA:                   | 47.84 AC (INCLUDING LOT 6, BLOCK 1)                                        |
| NET AREA:                   | 11.13 AC (EXCLUDING LOT 6, BLOCK 1)                                        |
| REQUIRED PARK AREA:         | 1.224 AC (PARK LAND FOR LOT 6, BLOCK 1 TO BE MET W/ FUTURE FILINGS)        |
| CASH IN LIEU OF PARK BASIS: | 0.442 AC (1.224 AC - 0.782 AC)                                             |
| MAX LOT SIZE:               | 36,709 AC                                                                  |
| MIN LOT SIZE:               | 4,680 SF (0.11 AC)                                                         |
| NUMBER OF LOTS              | 76 LOTS                                                                    |

PERPETUAL STORM  
 DRAIN EASEMENT  
 IN FAVOR OF  
 WILD ROSE HOA  
 FOR STORM DRAINAGE  
 RETENTION FACILITY



STORM DRAIN RETENTION BASIN  
 VOLUME REQUIRED = 43.99 CUBIC FEET  
 VOLUME PROVIDED = 57.81 CUBIC FEET  
 OWNED & OPERATED BY WILD ROSE HOA

S 89°46'22" W 909.53'

R.L. SUBDIVISION  
 LOT 2

S 59°46'22" W 342.68'  
 S 89°43'24" W 599.78'

N 00°16'36" W 8.00'

S 89°43'24" W 781.01'

N 00°15'00" E 41.73'  
 (EAST BOUNDARY OF STORM DRAIN EASEMENT)

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

**Wild Rose Subdivision First Filing**

**Table of Contents**

(City of Billings)

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

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

**Wild Rose Subdivision First Filing**

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between *Regal Land Development, Inc.*, whose address for the purpose of this agreement is **P.O. Box 80445, Billings, MT 59108**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the plat of *Wild Rose Subdivision First Filing*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Board of Planning recommended conditional approval of a preliminary plat of *Wild Rose Subdivision First Filing*; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the City Council conditionally approved a preliminary plat of *Wild Rose Subdivision First Filing*; and

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

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

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

**I. VARIANCES**

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

1. No variances are requested.

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

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.
- B.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction. Lot owners shall follow the recommendations from the geotechnical study prepared by Rimrock Engineering, Project No. G20085, August 19, 2020.
- D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- F.** The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

- G.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

### **III. TRANSPORTATION**

#### **A. Streets**

54<sup>th</sup> Street West is classified as a minor arterial street and has an existing 90-foot right-of-way width. Subdivider is required to dedicate an additional 10 feet of right-of-way along 54<sup>th</sup> Street West. A cash contribution for 2' curb and gutter for this subdivision's 272' frontage along 54<sup>th</sup> Street West shall be made to the City.

Trail Creek Drive, Sweetbriar Avenue, Blueberry Lane, Plum Lane, Cider Street, Apple Rose Way, Honeydew Avenue, and Apricot Avenue shall have a 56-foot right of way width with 30 feet of asphalt and 2' curb and gutter on each side (34' back-to-back). Improvements to Deer Creek Lane are required along Lot 1, Block 1 including curb and gutter and 30 feet of asphalt. Street Improvements on Deer Creek Lane, Sweetgrass Creek Drive, and 58<sup>th</sup> Street West shall be done with future filings of Wild Rose Subdivision that abut each of those streets' frontages (re-subdivision of Lot 6, Block 1 of this plat) and will be set forth in the Subdivision Improvements Agreements for each of those future filings.

#### **B. Sidewalks**

Individual lot owners will be responsible for the construction of the sidewalks within public right-of-way or easements adjacent to or through their lot at the time of lot construction and shall be included in each building permit.

Sidewalks shall be 5-foot wide with a 5-foot boulevard planting strip between the sidewalk and the curb.

Subdivider will install, within the private contract, corner intersection ADA ramps and aprons.

Subdivider will install, within the private contract, sidewalks and trails fronting parkland / open space areas.

#### **C. Street Lighting**

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

#### **D. Traffic Control Devices**

A traffic impact study (TIS) has been completed for Wild Rose Subdivision. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study:

- 46<sup>th</sup> Street West and Rimrock Road (1.86% contribution)
- Shiloh Road and Rimrock Road (1.77% contribution)
- 54<sup>th</sup> Street West and Rimrock Road (1.49% contribution)
- 58<sup>th</sup> Street West and Rimrock Road (1.13% contribution)
- 54<sup>th</sup> Street West and Grand Avenue (0.83% contribution)
- 48<sup>th</sup> Street West and Grand Avenue (0.79% contribution)

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

The cash contribution shall be made prior to final plat approval.

**E. Access**

One access to this subdivision shall be provided by way of Trail Creek Drive with a new right-of-way width of 56 feet.

A second access to this subdivision shall be provided by way of Sweetbriar Avenue with a right-of-way width of 56 feet.

A 2-foot No Access Easement shall be dedicated along 54<sup>th</sup> Street West with this development, which will include the east line of the private parks fronting 54<sup>th</sup> Street West.

Access to the lots will be from drive approaches installed at the time of the lot development.

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

This subdivision is adjacent to the Billings Area Bikeway and Trail Master Plan.

There is an existing shared use trail along this subdivision's frontage on 54<sup>th</sup> Street West

**G. Public Transit**

The nearest Met Transit Route to this subdivision is on Shiloh Road from Rimrock Road to Grand Avenue.

**IV. EMERGENCY SERVICE**

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

At a minimum, the following is required:

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

- Emergency vehicles shall access this subdivision by way of the two permanent accesses described in Section III.E above.
- This subdivision is not situated in or adjacent to an Urban Wildland Interface.

**V. STORM DRAINAGE**

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

- A retention pond shall be built on the land adjacent to this subdivision to the south, which is also owned by the Subdivider.
- The retention facility is located on Home Owner’s Association (HOA) owned lot(s) and shall be operated and maintained by the HOA.
- No storm drainage facilities exist in this area; therefore, this subdivision’s discharge shall be limited to 1 cfs per 10 acres.

**VI. UTILITIES**

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

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

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

**A. Water**

- A connection to the existing 12” PVC water main in 54<sup>th</sup> Street West shall be made to provide water for this subdivision.
- A reimbursement fee shall be paid to the city for connection to the existing water main in 54<sup>th</sup> Street West as stipulated in the Annexation Development Agreement.
- A connection to the existing 8” PVC water main stub in Trail Creek Drive shall be made to provide water for this subdivision.

- 8” PVC water mains shall be constructed throughout all streets within this filing with a 1” water service provided to each lot.
- All water lines shall be installed to City of Billings Public Works Standards.

**B. Sanitary Sewer**

- A connection to the existing 15” PVC sanitary sewer main in 54<sup>th</sup> Street West shall be made to provide for the sanitary sewer for this subdivision.
- A reimbursement fee shall be paid to the city for connection to the existing sanitary sewer main in 54<sup>th</sup> Street West as stipulated in the Annexation Development Agreement.
- 8” PVC sanitary sewer mains shall be constructed throughout all streets within this filing with a 6” sanitary sewer service stubbed to each lot.
- All Sanitary Sewer lines shall be installed to City of Billings Public Works Standards.

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

- Services to be provided within the public right-of-way, existing or to be installed
- 8’ public utility easements shall be provided along the street frontages of all lots.

**VII. PARKS/OPEN SPACE**

- The parkland requirement shall be met with a combination of private parks and cash-in-lieu.
- Required park land = 1.224 acre
- 0.782 acre of private parkland is a part of this plat. The basis for cash in lieu of park land is 0.442 acre, which shall be earmarked for Cottonwood Park.
- Parks are privately owned and maintained by HOA.

**VIII. IRRIGATION**

- No Irrigation ditches exist within this subdivision filing.

**IX. SOILS/GEOTECHNICAL STUDY**

1. A geotechnical study was done for this subdivision by Rimrock Engineering, Project No. G20085, August 2020. A copy may be obtained from the Subdivider and Rimrock Engineering.
  - Recommendations of this study shall apply to construction within this subdivision including home construction.

**X. PHASING OF IMPROVEMENTS**

- This is the first filing of Wild Rose Subdivision. Public improvements for this Filing shall be secured by a letter of credit and executed through a private contract. Future filings will be re-subdivisions of Lot 1, Block 6, and future public improvements will be set forth with the review of those future filings.

**XI. FINANCIAL GUARANTEES**

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

**XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

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

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

“SUBDIVIDER”

*Regal Land Development, Inc.*



instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

\_\_\_\_\_  
Notary Public in and for the State of Montana

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

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_



COUNCIL ACTION *approved*  
*9-0g Mayor Cohen & Tidswell*  
*absent* / *Excused*  
JUL 25 2022  
*db*  
CITY CLERK

Item 1. K.

**City Council Regular**

Date: 07/25/2022  
Title: Wild Rose Subdivision, 1st Filing - Preliminary Major Plat  
Presented by: Monica Plecker  
Department: Planning & Community Services  
Presentation: No  
Legal Review Not Applicable

**RECOMMENDATION**

The Planning Board recommends conditional approval of the preliminary plat of Wild Rose Subdivision, 1st Filing and adoption of the Findings of Fact as presented in the staff report.

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

On May 2, 2022, In Site Engineering and Performance Engineering, agents for Regal Land Development, applied for preliminary major plat approval for Wild Rose Subdivision, 1st Filing. The proposed subdivision creates 64 new lots for residential development. The subject property is generally located south of Sweetgrass Creek Drive and west of 54th Street West. The property is a mix of zones and recently received approval of a planned neighborhood development, required for new properties greater than 10 acres annexing into the City limits. The property where this subdivision is located is zoned Neighborhood 1 (N1), Neighborhood 2 (N2), Neighborhood 3 (N3), Mixed Residential 1 (NX1) and Public 1 (P1).

**VARIANCES REQUESTED**

No variances from the City Subdivision Regulations have been requested.

**PROPOSED CONDITIONS OF APPROVAL**

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety and ensure correct road construction, prior to final plat approval the applicant will receive approval for all street construction from City of Billings Engineering prior to street construction.
2. To protect public health and safety, prior to final plat approval the applicant will add the following language to the SIA under the heading III Transportation Streets: No obstructions may be placed in any public right of way such as subdivision entry signs, signs, planter beds or any other obstruction that would be a hazard to traffic in the public right-of-way.
3. To ensure correct additional road width construction on 54th Street West, prior to final plat approval, the applicant will add the following wording to the SIA under the heading III Transportation Streets: The subdivider will provide cash-in-lieu contribution for the construction of approximately 3 feet of asphalt surface with satisfactory sub-base, base course, standard curb and gutter along 54th Street West. The cash-in-lieu contribution will also include engineering design and construction administration.
4. To ensure public health and safety and to ensure safe pedestrian access to the south (Cottonwood Park), the developer shall construct a pedestrian crossing over the storm drainage area located along the southern property boundary. Further, the developer shall amend the SIA to include specific information regarding the construction of the crossing.
5. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
6. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
7. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

**PROCEDURAL HISTORY**

- Pre-application meeting February 4, 2022
- Preliminary plat application submitted to Planning Division May 2, 2022
- Departmental review meeting May 19, 2022
- Preliminary plat re-submittal May 26, 2022
- Planning Board plat review June 14, 2022

- Planning Board public hearing June 28, 2022
- Preliminary plat to City Council July 25, 2022
- 60 working-day preliminary plat review period ends July 26, 2022

**PLAT INFORMATION**

General location: South of Sweetgrass Creek Drive and west of 54th Street West

Legal Description: R.L. Subdivision Lot 1

Owner/Subdivider: Regal Land Development, Inc.

Engineer and Surveyor: In Site Engineering and Performance Engineering

Existing Zoning: PD

Existing land use: Vacant / Farmland

Proposed land use: Residential

Gross and Net area: 53.452 acres; 47.84 acres

Proposed number of lots: 76

Lot size: Max: 36.71 acres  
Min: 4,680 square feet

Parkland requirements: Parkland dedication requirements for this proposed plat is 1.224 acres. The applicant is proposing to provide 0.782 acres of land for private parks. The remaining amount will be a cash in lieu contribution to the future Cottonwood Park.

**STAKEHOLDERS**

Staff provided an overview presentation of the subdivision. President Cook called for questions and discussion. Board member Woods asked for an explanation of the parkland. Staff pointed out two private parks located at the entry and the remainder of the parkland contribution will be cash-in-lieu to Cottonwood Park.

Scott Worthington, agent for the applicant and project manager. Mr Worthington gave a brief background of the steps that have been taken to this point with the proposed subdivision with the zoning and annexation. He stated this parcel is compliant with all subdivision regulations and the applicant is in agreement with staff’s conditions of approval.

Dan Wells, developer, commented this first filing will be a needed price point for young families looking for a smaller home with less yard to maintain. He also stated he would be happy to answer any questions the board may have concerning this proposed subdivision.

There were no other comments or questions for staff, agent or applicant.

President Cook opened the public hearing and asked if there is anyone wishing to speak in favor or against Wild Rose Subdivision. There were none. President Cook closed the public hearing and called for a motion.

A motion was made to forward a recommendation to the City Council to conditionally approve the proposed Wild Rose Subdivision with the conditions of approval and the findings of fact, the motion was seconded. The motion passed with a unanimous vote.

**ALTERNATIVES**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on July 26, 2022. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner’s ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or

### 3. Deny the Preliminary Plat

#### **FISCAL EFFECTS**

This plat will have no fiscal impacts on the City/County Planning Division.

#### **SUMMARY**

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

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#### **Attachments**

Findings of Fact  
Proposed Plat  
SIA Draft  
Mayors Letter



July 25, 2022

Regal Land Development  
P.O. Box 80445  
Billings, MT 59108




Dear Applicant:

On July 25, 2022, the Billings City Council conditionally approved the preliminary plat of Wild Rose Subdivision, 1<sup>st</sup> Filing, subject to the following conditions of approval:

1. To protect public health and safety and ensure correct road construction, prior to final plat approval the applicant will receive approval for all street construction from City of Billings Engineering prior to street construction.
2. To protect public health and safety, prior to final plat approval the applicant will add the following language to the SIA under the heading III Transportation Streets: No obstructions may be placed in any public right of way such as subdivision entry signs, signs, planter beds or any other obstruction that would be a hazard to traffic in the public right-of-way.
3. To ensure correct additional road width construction on 54th Street West, prior to final plat approval, the applicant will add the following wording to the SIA under the heading III Transportation Streets: The subdivider will provide cash-in-lieu contribution for the construction of approximately 3 feet of asphalt surface with satisfactory sub-base, base course, standard curb and gutter along 54th Street West. The cash-in-lieu contribution will also include engineering design and construction administration.
4. To ensure public health and safety and to ensure safe pedestrian access to the south (Cottonwood Park) the developer shall construct a pedestrian crossing over the storm drainage area located along the southern property boundary. Further, the developer shall amend the SIA to include specific information regarding the construction of the crossing.
5. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
6. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
7. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 247-8666 or by email at [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

Sincerely,

  
William A. Cole, Mayor

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

## FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Wild Rose Subdivision, 1<sup>st</sup> Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

**A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]**

### 1. Effect on agriculture and agricultural water user facilities

Portions of the subject property are currently used for agricultural purposes, about 15.743 acres of land would be used for this proposed development. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities, but it will take a small portion of the total land out of agricultural production.

### 2. Effect on local services

- a. **Utilities** – Water service will be provided by the City of Billings. The developer will install new water mains in all the new local streets, new individual services to all the lots, and new fire hydrants in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ). The water service will be provided by an existing 12-inch water line located in 54<sup>th</sup> Street West and connection to an existing 8-inch water line in Trail Creek Drive. New streets in this subdivision will have 8-inch water line installed. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This information is within the SIA under the heading VI, Utilities A.

Sanitary sewer service will be provided by connecting to the existing City of Billings sewer mains. This proposed subdivision will connect to an existing 15-inch sanitary sewer located in 54<sup>th</sup> Street West. The subdivider will install new 8-inch sewer mains in the proposed streets within the subdivision and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This information is within the SIA under the heading VI, Utilities B.

Private utility companies will provide services to the subdivision. Eight-foot-wide easements on the lot frontage have been requested and will be provided by the subdivider for the private utility companies to install the needed infrastructure.

**Stormwater** – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes and eventually to retention ponds located on HOA owned lots. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department. This information is within the SIA under the heading V, Storm Drainage.

- b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- c. **Streets** – The lots within the subdivision will be served by the continuation of Trail Creek Drive and new streets proposed for this subdivision. They shall all be 34 feet back of curb to back of curb within a 56-foot-wide right of way and shall be built to City of Billings street standards. They shall be built to grade with a satisfactory subbase, base course, curb and gutter with asphalt surface. **(Condition #1)** No obstructions may be placed in any public right of way such as subdivision entry signs, signs, planter beds or any other obstruction that would be a hazard to traffic in the public right-of-way. **(Condition #2)**

The subdivider is responsible for the widening of the section of 54<sup>th</sup> Street West. This would be approximately 3 feet of additional asphalt and curb and gutter to complete the needed width of paved surface for 54<sup>th</sup> Street West. The applicant will add language to the SIA under the heading III Transportation Streets that outlines this requirement. **(Condition #3)**

The sidewalks will be installed by the home builder on a lot-by-lot basis, as lots develop. The developer will install all ADA required ramps at the intersections within the proposed subdivision and in front of the parkland. This is outlined in the SIA under the heading III Transportation B Sidewalks.

A Traffic Impact Study (TIS) update was completed with this filing to evaluate the subdivision’s impact on the street network in the surrounding area. Cash contributions will be made for future intersection and road improvements as identified in the SIA under Transportation D. Traffic Control Devices. A proportionate contribution will be made for this 1<sup>st</sup> filing as described in the SIA.

- d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 54<sup>th</sup> St. West and Grand Ave. (Station #7). The subdivision is located within the ambulance service area of American Medical Response (AMR).
- e. **Schools** – School District #2 provides educational services to elementary through high school students. Schools serving these students are Boulder Elementary, Ben Steele Middle School, and West High School. At the time of the writing of this staff report all schools are shown as being over capacity.

**Parks and Recreation** – Residential subdivisions are required by City of Billings Subdivision Regulations to provide parkland for the residents of the subdivision. This subdivision is creating 64 residential lots with this filing. The required parkland acreage is 1.224 acres. The applicant is proposing to provide 0.782 acres of private parkland. With the remaining amount being a cash-in-lieu contribution to Cottonwood Park. The future Cottonwood park is directly south of the proposed subdivision. To ensure pedestrian access to this public park the developer, through conditions of approval, will be required to construct a pedestrian crossing over the proposed storm drainage area (**Condition #4**) The HOA will be responsible for the maintenance of the private parkland. This is outlined in the SIA under the heading VII Parks/Open Space.

- f. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required. The developer will need to coordinate mailbox locations with the postal service. (**Condition #5**)

### **3. Effect on the natural environment**

The subject property is currently mainly used for farmland. The natural environment has been changed with the use of the land for farming purposes. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

### **5. Effect on the public health, safety and welfare**

There will be minimal impacts to public health, safety and welfare because of this subdivision.

## **B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.)]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

## **C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]**

### **1. City of Billings 2016 Growth Policy**

The proposed subdivision is consistent with the following goals of the Growth Policy:

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)

**Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

## **2. 2018 Billings Urban Area Long Range Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

## **3. Billings Area Bikeway and Trail Master Plan (BAPTMP)**

There is a Proposed Short-range bike Lane identified on Rimrock Road to the north, and one on 54<sup>th</sup> Street West. There is also the possibility of a future trail to the south of the subject property along the High Ditch.

### **D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

### **E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]**

The subject property is located within Planned Neighborhood (PD) zoning. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

### **F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]**

The subdivider will provided utility easements as requested by private utility companies and show those on the face of the plat.

### **G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]**

Legal and physical access is provided to the proposed lots from 54<sup>th</sup> Street West, and Trail Creek Drive. New internal streets will provide access to individual lots.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Wild Rose Subdivision, 1<sup>st</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

It is recommended to City Council that the preliminary plat of Wild Rose Subdivision, 1<sup>st</sup> Filing be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, July 25, 2022

  
\_\_\_\_\_  
William A. Cole, Mayor

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Resolution modifying Council subcommittees  
**Presented by:** Gina Dahl  
**Department:** Legal  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council adopt the resolution establishing Council committees and repealing Resolution 22-11076.

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

In September 2022, Council created four subcommittees: Council Operations, Legislative, Local Affairs, and Budget and Finance. These committees have been meeting and working on their related subject areas for the last year. With some practical experience with these committees, Council discussed the makeup and scope of the committees during a recent work session and found it appropriate to make some changes. As a result, Council has asked staff to present a resolution that combines the Legislative and Local Affairs committees and modifies the resolution to reflect these changes.

The attached resolution addresses the requested modifications and combines the Legislative and Local Affairs committees. Language was added to allow this committee to express opinions regarding legislation during a legislative session, which is a change from the previous resolution. Additionally, the term limits were eliminated to allow for committee members to remain on a committee for more than two consecutive terms. There were no other substantive changes to the resolution.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

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**Attachments**

Resolution

**RESOLUTION 23-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING STANDING  
COUNCIL COMMITTEES**

WHEREAS, the City desires to have a more comprehensive approach to policy making, and

WHEREAS, Billings, Montana City Code Section 2-223 authorizes the city council to create from its number council committees as needed; and

WHEREAS, on September 26, 2022, four standing committees were created to address ongoing areas of Council concern, including Budget and Finance, Legislative, Local Affairs, and Council Operations, and

WHEREAS, these committees have been in effect for approximately a year and Council finds it appropriate to make some modification to the criteria related to the committees and to consolidate the Legislative and Local Affairs committees.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. The following standing Council committees are established:
  - a. Budget & Finance Committee
    - i. Three to five Council Members appointed by the Mayor
    - ii. Scope: This committee focuses on development of the CIP and city budget in conjunction with staff; budget amendment process; debt issuance; and contracts relating to budget and finance items like cost allocation, fee studies, audits, and other professional services.
  - b. Legislative & Local Affairs Committee
    - i. Three to five Council Members appointed by the Mayor
    - ii. Scope:
      - (a) This committee oversees the development of legislative proposals on behalf of the city of Billings; tracks relevant legislative committees, sub-committees, and policy developments; serves as a liaison to Billings-area legislators, and coordinates testimony among the Mayor, Council Members, and City Administrator.
      - (b) This committee focuses on building relationships with other local officials including the Yellowstone County Commission and Billings Public School Board.

- (c) This committee focuses on areas of shared importance among local government bodies, including public safety, emergency planning, education and workforce, economic development, long-term planning, and coordination of state and federal grant requests.
    - (d) This committee may focus on federal legislation as the need arises, or when asked to do so by a majority vote of council.
  - iii. Outside of the legislative session, the committee is specifically prohibited from expressing a formal city position on any legislation without approval from City Council. During the legislative session the committee is expected to work within the parameters adopted by the full council.

c. Council Operations

- i. Three to five Council members including the Mayor, Deputy Mayor, and Mayor Pro Tempore
    - ii. Scope: this committee oversees general Council operations and logistics, including but not limited to agenda development, Council meeting rules, meeting efficiency, Council member relationships, strategic planning processes, new member orientation, and City Administrator annual review processes.
- 2. Except for the Council Operations Committee, committee member terms shall be two years.
- 3. Each Committee shall select a chair to serve on an annual basis but for no more than two successive years.
- 4. The Mayor shall only sit on the Council Operations Committee, but shall be considered an ex officio member of all remaining committees. Council Members are free to attend any committee meeting they wish and may be requested to participate in an advisory role on specific matters within a committee's jurisdiction.
- 5. The purpose of these standing committees is for Council to explore policy and finance issues in depth. Committee meetings are open to the public and public comment is taken during the meetings. Minutes will be kept in accordance with all Montana open meeting laws.
- 6. No committee is authorized to take binding action on behalf of the City of Billings or speak on behalf of City Council. The sole purpose of the committees is to provide recommendations to the full Council. Committees may request the City Administrator provide staff support necessary to the work of the committee.

7. At the first meeting in January following each general municipal election, Council Members shall be appointed to the committees and each committee shall hold an organizational meeting within 30 days to review the general rules of the committee, including meeting date, time, and place and make any appropriate changes. The committee shall report any changes to the Council and, in that report, shall indicate whether staff support is requested. Committee rules shall be reviewed annually, and any proposed changes shall be submitted to Council.
8. REPEALER. Resolution 22-11076 is hereby repealed.
9. 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

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Second reading of ordinance amending Article 22-900 - Sale, exchange, or donation of city real property  
**Presented by:** Gina Dahl  
**Department:** Legal  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve second reading of the ordinance.

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

On September 18, 2023, Council discussed a proposal to amend city code which would generally revise the enabling legislation regarding acquisition and disposition of city real property. Based on the feedback, Council was reluctant to proceed with more comprehensive amendments increasing the city administrator's authority.

On October 2, 2023, staff presented an alternative version of amendments to Article 22-900 to Council at a work session. This proposed ordinance only modify provisions related to the disposition of City owned property and does not include any amendments adding a delegation of authority to staff or any provisions related to easements or the purchase of property. The proposed ordinance would amend BMCC section 22-902 to provide additional options for Council to dispose of city property. Currently, property must be advertised for competitive bid prior to the sale, exchange, or donation. Staff seeks to include the option to negotiate a sale directly or to utilize a public auction.

The ordinance also contains some clarifying language regarding the process involved in disposing of property. The process outlined in the amendment is not different from the process currently followed under section 22-902 except for the notice provision. The notice provision proposed in this ordinance would amend this section to make the requirements consistent with the public notice requirements contained in Montana law for publication of notices with the exception of an additional requirement requested by Council that a notice be placed on the property prior to Council consideration of whether to dispose of property.

A public hearing on the first reading was held on November 13, 2023, and was approved by a majority of Council.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

No direct fiscal effects. However, the amendments are designed to create more interest in the purchase of city properties for sale.

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**Attachments**

Ordinance  
Ordinance - redlined

**ORDINANCE 23-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY AMENDING ARTICLE  
22-900 – SALE, EXCHANGE OR DONATION OF CITY  
REAL PROPERTY**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:**

**Section 1.** That Article 22-900 of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

***ARTICLE 22-900. - SALE, EXCHANGE, OR DONATION OF CITY REAL  
PROPERTY***

**Sec. 22-901. State law superseded.**

Pursuant to the city's self-government powers, MCA 7-8-4201, of the state law dealing with the disposal, donation, lease, or sale of city property is hereby superseded. All other applicable provisions of state law not in compliance with this article are hereby superseded.

**Sec. 22-902. Sale, exchange, or donation of city real property.**

- a. Subject to the provisions below, the city council has the authority to sell, exchange, or donate any real property belonging to the city, including property held in trust for a specific purpose.
- b. The city council may sell city owned property by public auction, direct negotiated sale, or by competitive sealed bid following adoption of a resolution of intent referenced below in subsection e. Regardless of which process is used, the city council shall have the authority and discretion to select the bid or offer that is in the best interest of the city, conditionally accept a bid or offer, or it may reject any and all bids or offers.
- c. Other local, state, or federal governmental entities expressing interest shall be exempt from competitive bidding, and the city council may sell, exchange, or donate specific real property to such governmental entities without a competitive bidding process. However, the council shall proceed as provided below in subsections e. and f. and approve a resolution of intent to sell, exchange, or donate the property when considering the sale, exchange, or donation to another governmental entity.

- d. In its discretion, the city council may consider and impose deed restrictions relating to the use or subsequent sale of the property as a condition of the sale, exchange, or donation of land.
- e. Prior to selling, exchanging, or donating real property, the city council must hold a public hearing and find the property is no longer necessary to conduct city business or that the public interest may be furthered by the sale, exchange, or donation and pass a resolution of intent to sell, exchange, or donate the city owned property. This determination must be made by no fewer than six (6) of the city council members present. Notice of the public hearing must be provided as required by MCA 7-1-4127. In addition, notice of the public hearing must be placed on the subject property for no less than seven (7) days prior to the public hearing to consider the resolution of intent to sell, exchange, or donate city owned property.
- f. If the council makes a finding as required above and adopts a resolution of intent to sell, exchange, or donate the city property, council must hold a subsequent public hearing on whether to approve the sale, exchange, or donation of the city owned property. This determination must be made by no fewer than six (6) of the city council members present. Prior to the public hearing, the city must provide notice of the proposed sale, donation, or other transfer and publish the resolution of intent as provided in MCA 7-1-4127.
- g. Leases of city-owned real property shall be excluded from this section and will be approved in the same manner as all other contracts submitted to the city for approval.
- h. The city administrator is hereby authorized to establish procedures to implement this section including establishment of sale criteria or conditions, a minimum sale price or exchange value and shall have discretion to develop individualized marketing plans to maximize land value and promote city land use policies. The city administrator is authorized to prepare all appropriate documents for signature by the mayor.

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 3. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the \_\_\_\_\_ day of \_\_\_\_\_,  
2023.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

CITY OF BILLINGS

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

William A. Cole, Mayor

Attest:

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

Denise R. Bohlman, City Clerk

ORDINANCE 23-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY AMENDING ARTICLE  
22-900 – SALE, EXCHANGE OR DONATION OF CITY  
REAL PROPERTY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1.** That Article 22-900 of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

**ARTICLE 22-900. - SALE, EXCHANGE, OR DONATION OF CITY REAL  
PROPERTY**

**Sec. 22-901. State law superseded.**

Pursuant to the city's self-government powers, MCA 7-8-4201, of the state law dealing with the disposal, donation, lease, or sale of city property is hereby superseded. [All other applicable provisions of state law not in compliance with this article are hereby superseded.](#)

**Sec. 22-902. Sale, exchange, or donation of city real property.**

a. ~~(1)~~ Subject to the provisions ~~of subsections (ea.) and (fb.)~~, below, the city council ~~has the authority to may~~ sell, exchange, or donate any real property belonging to the city, including property held in trust for a specific purpose, ~~by a resolution passed by six (6) of the city council members present.~~

b. The city council ~~may sell city owned property by public auction, direct negotiated sale, or by competitive sealed bid following adoption of a resolution of intent referenced below in subsection e. Regardless of the which bid process is used, shall advertise for competitive bids on any real property prior to sale, exchange, or donation. The~~ city council shall have the authority and discretion to select the bid ~~or offer~~ that is in the best interest of the city, conditionally accept a bid ~~or offer~~, or it may reject any and all bids ~~or offers~~.

~~a.~~ Other local, state, or federal governmental entities expressing interest shall be exempt from competitive bidding, and the city council may sell, exchange, or donate specific real property to such governmental entities without a competitive bidding process. However, the council shall proceed as provided ~~below~~ in subsections ~~(a)e.~~ and ~~(b)f.~~ and approve ~~a the~~ Resolution ~~of intent to sell, exchange, or donate the~~

property described above when considering the sale, exchange, or donation to another governmental entity.

c.

~~b.~~ In its discretion, the city council may consider and impose deed restrictions relating to the use or subsequent sale of the property as a condition of the sale, exchange, or donation of land.

d.

e. Prior to selling, exchanging, or donating ~~said~~ real property, the city council must hold a public hearing and find the property is no longer necessary to conduct city business or that the public interest may be furthered by the sale, exchange, or donation and pass a resolution of intent to sell, exchange, or donate the city owned property. This determination must be made by no fewer than six (6) of the city council members present. Notice of the public hearing must be provided as required by MCA 7-1-4127. In addition, notice of the public hearing must be placed on the subject property for no less than seven (7) days prior to the public hearing to consider the resolution of intent to sell, exchange, or donate city owned property.

~~the city administrator or his/her designee shall:~~

f. (a) If the council makes a finding as required above and adopts a resolution of intent to sell, exchange, or donate the city property, council must hold a subsequent public hearing on whether to approve the sale, exchange, or donation of the city owned property. This determination must be made by no fewer than six (6) of the city council members present. Prior to the public hearing, the city must providePublish notice of the proposed sale, donation, or other transfer and by publishing the resolution of intent as required byprovided in MCA 7-1-4127.

~~d. in the legal newspaper of the city of the intention to sell, exchange or donate such property and requesting competitive bids prior to the sale, exchange, or donation of such lands, giving the public the opportunity to be heard regarding such action. Said notice shall be published no less than fifteen (15) days in advance of the date of the public hearing.~~

~~e. (b) Notify by mail all property owners within three hundred (300) feet of the exterior boundaries of the real property subject to sale, exchange, or donation fifteen (15) calendar days in advance of the time, date, place of the public hearing and the existing and proposed use.~~

~~f. (2) Leases of city-owned real property shall be excluded from this section and will be approved in the same manner as all other contracts submitted to the city for approval.~~

g.

~~g.h.~~ (3)—The city administrator is hereby authorized to establish procedures to implement this section including establishment of sale criteria or conditions, a minimum sale price or exchange value and shall have discretion to develop individualized marketing plans to maximize land value and promote city land use policies. The city administrator is authorized to ~~the~~ prepare all appropriate documents for signature by the mayor.

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 3. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF BILLINGS

BY: \_\_\_\_\_  
William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Payment of Claims for week of October 23, 2023  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$3,197,134.94 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

**Payment Approval Process**

Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

**ALTERNATIVES**

- No other alternatives were analyzed

**FISCAL EFFECTS**

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

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**Attachments**

| Check Date | Check# | Name                 | Fund Name      | Amount       | Item Desc                                                 |
|------------|--------|----------------------|----------------|--------------|-----------------------------------------------------------|
| 10/23/2023 | ACH    | A & I Distributors   | Airport        | \$ 2,253.94  | Motor Oil 15W40                                           |
| 10/23/2023 | ACH    | A & I Distributors   | Airport        | \$ 2,253.94  | Motor Oil 15W40                                           |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 40.41     | 3978069                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 1,392.86  | 3978069                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 40.41     | 3978069                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 1,636.27  | 3978069                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 40.41     | 3978069                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 323.96    | 3978069                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 40.40     | 3978069                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 562.39    | 3978069                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 1,392.86  | 3981237                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 818.14    | 3981237                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 155.46    | 3981237                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 296.51    | 3981237                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 1,294.52  | 3981766                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 1,636.26  | 3984711                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 1,392.86  | 3984711                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 562.41    | 3984711                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Fleet          | \$ 701.93    | 3984711                                                   |
| 10/23/2023 | ACH    | A & I Distributors   | Public Safety  | \$ 275.00    | 55 GALLON DEF                                             |
| 10/23/2023 | ACH    | A & I Distributors   | Solid Waste    | \$ 1,544.81  | 330 GAL DEF TOTE55 G PUR DT 10 WTO401Landfill.            |
| 10/23/2023 | ACH    | A & I Distributors   | Solid Waste    | \$ 1,430.00  | 330 GAL DEF Tote. 55 G S Pro Tractrhyd. Landfill.         |
| 10/23/2023 | ACH    | A & I Distributors   | Solid Waste    | \$ 825.00    | 330 GAL DEF TOTE. Collections.                            |
| 10/23/2023 | ACH    | A & I Distributors   | Solid Waste    | \$ 1,650.00  | 330GAL DEF Tote. Collections.                             |
| 10/23/2023 | ACH    | A & I Distributors   | Solid Waste    | \$ 3,200.00  | Mobil Pegasus 1 syn 55 gal oil. Oil for CNG. Collections. |
| 10/23/2023 | ACH    | A & I Distributors   | Street/Traffic | \$ 825.00    | tote of def                                               |
| 10/23/2023 | ACH    | A & I Distributors   | Transit        | \$ 3,397.94  | 3982825. 5W-40 Oil                                        |
| 10/23/2023 | ACH    | A & I Distributors   | Transit        | \$ 5.20      | 3982825. 5W-40 Oil                                        |
| 10/23/2023 | 865681 | AAA Trees Done Right | Park Dist 1    | \$ 32,635.35 | tree removal at North and Mountview cemetery              |
| 10/23/2023 | 865682 | Advanced Employ      | Public Safety  | \$ 105.00    | 1360091842, cleaning of PD3                               |
| 10/23/2023 | 865682 | Advanced Employ      | Solid Waste    | \$ 2,047.50  | Contract labor at Landfill week ending 10/1/2023.         |
| 10/23/2023 | 865682 | Advanced Employ      | Solid Waste    | \$ 4,226.95  | Contract labor at Landfill week ending 9/24/2023.         |
| 10/23/2023 | 865690 | Arthur J Gallagher   | City Ins Fund  | \$ 7,409.00  | Fiduciary Liability - Consultant Services                 |
| 10/23/2023 | 865691 | Askin Const          | Airport        | \$ 28,712.47 | Mid-Field Service Road Project - Federal Share            |

| Check Date | Check# | Name               | Fund Name      | Amount      | Item Desc                                    |
|------------|--------|--------------------|----------------|-------------|----------------------------------------------|
| 10/23/2023 | 865691 | Askin Const        | Airport        | \$ 3,190.28 | Mid-Field Service Road Project - Local Share |
| 10/23/2023 | 865693 | Assoc Employers Mt | Solid Waste    | \$ 527.00   | DISC Training                                |
| 10/23/2023 | 865693 | Assoc Employers Mt | Street/Traffic | \$ 1,054.00 | DISC Training                                |
| 10/23/2023 | 865693 | Assoc Employers Mt | Wastewater     | \$ 527.00   | DISC Training                                |
| 10/23/2023 | 865693 | Assoc Employers Mt | Water          | \$ 527.00   | DISC Training                                |
| 10/23/2023 | 865695 | AT & T Corp        | Airport        | \$ 824.06   | Airport                                      |
| 10/23/2023 | 865695 | AT & T Corp        | Building       | \$ 508.57   | PW-Building Cell Phones                      |
| 10/23/2023 | 865695 | AT & T Corp        | Building       | \$ 386.10   | PW-Building Surfaces                         |
| 10/23/2023 | 865695 | AT & T Corp        | Fleet          | \$ 45.57    | Motor Pool                                   |
| 10/23/2023 | 865695 | AT & T Corp        | General        | \$ 180.88   | Legal Dept -Domestic Violence                |
| 10/23/2023 | 865695 | AT & T Corp        | IT Resources   | \$ 50.27    | IT Department -On call Phone                 |
| 10/23/2023 | 865695 | AT & T Corp        | Parking        | \$ 77.63    | Parking Division Meter Maintenance           |
| 10/23/2023 | 865695 | AT & T Corp        | PD Program     | \$ 160.56   | CCSIU Toughbook                              |
| 10/23/2023 | 865695 | AT & T Corp        | PD Program     | \$ 45.54    | Domestic Violence                            |
| 10/23/2023 | 865695 | AT & T Corp        | Phone System   | \$ 3.46     | Metro Cell                                   |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 273.17   | Animal Control Cell Phones                   |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 321.12   | Animal Control -MDT                          |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 288.87   | Comm. Center 9-1-1                           |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 40.14    | Detective Chartier -Toughbook                |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 1,342.58 | Fire Department Cell Phones                  |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 135.66   | Fire EMS Cell Phone                          |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 598.20   | Fire iPads -Assistant chiefs new iPads       |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 799.46   | Fire iPads -Assistant chiefs new iPads       |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 40.14    | Fire iPads -Assistant chiefs new iPads       |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 334.76   | Fire iPads -Assistant chiefs new iPads       |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 85.68    | ICAC -Campbell and Spare                     |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 1,214.98 | MDT Fire                                     |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 126.28   | Police CSO Cell Phones                       |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 3,977.71 | Police Department Cell Phone                 |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 50.27    | Police -Drone                                |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 4,843.44 | Police MDT Toughbooks and Loaner MDT's       |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 240.84   | Police MDT Toughbooks and Loaner MDT's       |
| 10/23/2023 | 865695 | AT & T Corp        | Public Safety  | \$ 287.20   | Yellowstone County Cellular Charges          |
| 10/23/2023 | 865695 | AT & T Corp        | Street/Traffic | \$ 372.55   | School Flashers                              |

| Check Date | Check# | Name                   | Fund Name        | Amount          | Item Desc                                                      |
|------------|--------|------------------------|------------------|-----------------|----------------------------------------------------------------|
| 10/23/2023 | 865695 | AT & T Corp            | Transit          | \$ 50.27        | MET Supervisor Cell Phones                                     |
| 10/23/2023 | 865695 | AT & T Corp            | Transit          | \$ 50.27        | MET Supervisor Cell Phones                                     |
| 10/23/2023 | 865695 | AT & T Corp            | Transit          | \$ 45.22        | MET Supervisor Cell Phones                                     |
| 10/23/2023 | 865695 | AT & T Corp            | Transit          | \$ 8.07         | MET Supervisor Cell Phones                                     |
| 10/23/2023 | 865695 | AT & T Corp            | Transit          | \$ 50.27        | MET Supervisor Cell Phones                                     |
| 10/23/2023 | 865695 | AT & T Corp            | Transit          | \$ 8.00         | MET Supervisor Cell Phones                                     |
| 10/23/2023 | 865695 | AT & T Corp            | Transit          | \$ 42.27        | MET Supervisor Cell Phones                                     |
| 10/23/2023 | 865695 | AT & T Corp            | Transit          | \$ 3.50         | MET Supervisor Cell Phones                                     |
| 10/23/2023 | 865695 | AT & T Corp            | Transit          | \$ 50.27        | MET Supervisor Cell Phones                                     |
| 10/23/2023 | 865695 | AT & T Corp            | Transit          | \$ 389.74       | MET Transit Tablets                                            |
| 10/23/2023 | 865695 | AT & T Corp            | Wastewater       | \$ 180.88       | PW Environmental                                               |
| 10/23/2023 | 865700 | Blgs Community Cable   | General          | \$ 52,166.93    | October 2023 Quarterly for Channel 7                           |
| 10/23/2023 | 865708 | Bobcat Of Big Sky      | Wastewater       | \$ 2,520.00     | Rental for Sewer Project PBS035                                |
| 10/23/2023 | ACH    | Border States Electric | Street/Traffic   | \$ 315.18       | conduit/elbows for signal at 14th & lewis                      |
| 10/23/2023 | ACH    | Border States Electric | Wastewater       | \$ 331.47       | FR Cold Weather Coat                                           |
| 10/23/2023 | ACH    | Border States Electric | Wastewater       | \$ 362.64       | FR Cold Weather coat, Aaron Poser                              |
| 10/23/2023 | ACH    | Border States Electric | Water            | \$ 352.80       | FR rated lbase layer shirts                                    |
| 10/23/2023 | ACH    | Border States Electric | Water            | \$ 706.84       | FR Winter Coats, Harold Wagner & Greg Cu                       |
| 10/23/2023 | ACH    | Border States Electric | Water            | \$ 34.29        | High Service lighting parts                                    |
| 10/23/2023 | ACH    | Border States Electric | Water            | \$ 1,564.91     | parts for line reactors for Flocc Mixer                        |
| 10/23/2023 | ACH    | Border States Electric | Water            | \$ 205.55       | Staples 3-2 VFD replacement parts                              |
| 10/23/2023 | ACH    | Border States Electric | Water            | \$ 223.97       | terminal blocks for Staples 3-2 VFD repl                       |
| 10/23/2023 | 865710 | Bruco Inc              | Airport          | \$ 69.40        | Inv #419615-1. Hand Soap                                       |
| 10/23/2023 | 865710 | Bruco Inc              | Airport          | \$ 224.48       | Inv #419635. Kivac Parts                                       |
| 10/23/2023 | 865710 | Bruco Inc              | Airport          | \$ 2,075.49     | Inv #419748. Sweeper Brush and Filters                         |
| 10/23/2023 | 865710 | Bruco Inc              | Facilities       | \$ 918.40       | Janitorial Supplies for City Hall                              |
| 10/23/2023 | 865712 | Capital Industries     | Wastewater       | \$ 16,925.00    | 20 yard bio-solids container                                   |
| 10/23/2023 | 865713 | Carahsoft Tech         | Building         | \$ 77,175.00    | Electronic Plan Review yearly cost                             |
| 10/23/2023 | 865736 | Dept Natural Res       | Park Dist 1      | \$ 6,442.57     | real estate lease for darling carla island, norms island       |
| 10/23/2023 | 865739 | Dick Anderson Const    | Stillwater Const | \$ 1,405,411.39 | City of Billings Law and Justice Center/City Hall Construction |
| 10/23/2023 | 865741 | Dixie Petro-Chem       | Water            | \$ 18,787.20    | Chlorine for Process PW-WTP                                    |
| 10/23/2023 | 865743 | EBMS                   | City Ins Fund    | \$ 865.00       | November 2023 Billing Statement                                |
| 10/23/2023 | 865743 | EBMS                   | City Ins Fund    | \$ 34,539.04    | November 2023 Billing Statement                                |
| 10/23/2023 | 865743 | EBMS                   | City Ins Fund    | \$ 63,661.05    | November 2023 Billing Statement                                |

| Check Date | Check# | Name                  | Fund Name        | Amount       | Item Desc                                    |
|------------|--------|-----------------------|------------------|--------------|----------------------------------------------|
| 10/23/2023 | 865743 | EBMS                  | City Ins Fund    | \$ 1,330.00  | November 2023 Billing Statement              |
| 10/23/2023 | 865743 | EBMS                  | City Ins Fund    | \$ 1,818.00  | November 2023 Billing Statement              |
| 10/23/2023 | 865743 | EBMS                  | City Ins Fund    | \$ 5,955.10  | November 2023 Billing Statement              |
| 10/23/2023 | 865743 | EBMS                  | Payroll Clearing | \$ 12,050.07 | November 2023 Billing Statement              |
| 10/23/2023 | 865749 | ESRI Inc              | IT Resources     | \$ 82,500.00 | ESRI Renewal                                 |
| 10/23/2023 | 865756 | Geveko Markings       | Street/Traffic   | \$ 7,917.71  | heat tape markings per attached quote        |
| 10/23/2023 | 865762 | Hanson Chemical       | Library          | \$ 6,500.00  | 405808 carpet cleaner/extractor              |
| 10/23/2023 | 865762 | Hanson Chemical       | Water            | \$ 162.16    | 24 X 33 GARBAGE CAN LINER                    |
| 10/23/2023 | 865762 | Hanson Chemical       | Water            | \$ 51.75     | FOAMING GLASS CLEANER                        |
| 10/23/2023 | 865762 | Hanson Chemical       | Water            | \$ 60.70     | TOILET BOWL CLEANER- Sparcling               |
| 10/23/2023 | 865763 | Hawkins               | General          | \$ 150.00    | chemicals for pools                          |
| 10/23/2023 | 865763 | Hawkins               | Water            | \$ 29,901.56 | Grainger                                     |
| 10/23/2023 | ACH    | HDR                   | Engineering      | \$ 124.63    | WO 20-33 Public Works GIS Services           |
| 10/23/2023 | ACH    | HDR                   | Light Maint      | \$ 32.26     | WO 20-33 Public Works GIS Services           |
| 10/23/2023 | ACH    | HDR                   | P.W. Admin       | \$ 355.92    | WO 20-33 Public Works GIS Services           |
| 10/23/2023 | ACH    | HDR                   | Solid Waste      | \$ 145.15    | WO 20-33 Public Works GIS Services           |
| 10/23/2023 | ACH    | HDR                   | Storm Sewer      | \$ 396.60    | WO 20-33 Public Works GIS Services           |
| 10/23/2023 | ACH    | HDR                   | Street/Traffic   | \$ 488.61    | WO 20-33 Public Works GIS Services           |
| 10/23/2023 | ACH    | HDR                   | Wastewater       | \$ 533.69    | WO 20-33 Public Works GIS Services           |
| 10/23/2023 | ACH    | HDR                   | Water            | \$ 1,588.62  | WO 20-33 Public Works GIS Services           |
| 10/23/2023 | 865768 | High Point Network    | IT Resources     | \$ 14,440.00 | Palo Alto 5TB Storage thru 2/25/2025         |
| 10/23/2023 | 865768 | High Point Network    | Library          | \$ 245.00    | 234856 Firewall monthly service              |
| 10/23/2023 | 865768 | High Point Network    | Phone System     | \$ 5,985.00  | Block of Hours                               |
| 10/23/2023 | 865774 | Iaff                  | Payroll Clearing | \$ 5,649.66  | Payroll Summary                              |
| 10/23/2023 | 865776 | InfoSend              | P.W. Admin       | \$ 3,575.57  | Infosend service for 09/06/23 to 09/29/2     |
| 10/23/2023 | 865776 | InfoSend              | P.W. Admin       | \$ 14,319.71 | Infosend service for 09/06/23 to 09/29/2     |
| 10/23/2023 | 865778 | Insight Public Sector | IT Resources     | \$ 4,858.72  | SolarWinds Remote Everywhere License renewal |
| 10/23/2023 | 865773 | I-State Truck         | Fleet            | \$ 422.22    | 17585                                        |
| 10/23/2023 | 865773 | I-State Truck         | Fleet            | \$ 51.00     | C251362898.01                                |
| 10/23/2023 | 865773 | I-State Truck         | Fleet            | \$ 21.85     | C251362898.01                                |
| 10/23/2023 | 865773 | I-State Truck         | Fleet            | \$ 134.76    | C251362898.01                                |
| 10/23/2023 | 865773 | I-State Truck         | Fleet            | \$ 20.71     | C251362898.01                                |
| 10/23/2023 | 865773 | I-State Truck         | Fleet            | \$ 6.86      | C251362898.01                                |
| 10/23/2023 | 865773 | I-State Truck         | Fleet            | \$ 5.98      | C251362898.01                                |

| Check Date | Check# | Name             | Fund Name       | Amount       | Item Desc                                               |
|------------|--------|------------------|-----------------|--------------|---------------------------------------------------------|
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 1,088.81  | C251362898.02                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 80.35     | C251362898.02                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 265.16    | C251362898.02                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 25.00     | C251362898.02                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 21.52     | C251362996.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 196.54    | C251362996.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 104.40    | C251362996.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 74.23     | C251363263.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 771.96    | C251363300.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 3.79      | C251363301.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 3.96      | C251363301.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 190.70    | C251363377.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 167.98    | C251363422.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 1,059.64  | C251363565.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 5.86      | C251363565.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 18.96     | C251363565.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 89.91     | C251363565.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 71.88     | C251363565.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ (71.88)   | C251363759.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 214.60    | C251363778.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 858.40    | C251363778.02                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 89.32     | C251363869.01                                           |
| 10/23/2023 | 865773 | I-State Truck    | Fleet           | \$ 209.22    | C251364382                                              |
| 10/23/2023 | 865782 | JC Billion       | Capital Replace | \$ 40,886.00 | 6 4x4 reg. cab white exterior with cloth interior seats |
| 10/23/2023 | 865782 | JC Billion       | Park Dist 1     | \$ 40,886.00 | 7 4x4 reg. cab white exterior with cloth interior seats |
| 10/23/2023 | 865791 | Kone             | Airport         | \$ 144.90    | FY24 Elevator/Escalator Maintenance - IP9               |
| 10/23/2023 | 865791 | Kone             | Airport         | \$ 60.03     | FY24 Elevator/Escalator Maintenance - Operations        |
| 10/23/2023 | 865791 | Kone             | Airport         | \$ 1,851.23  | FY24 Elevator/Escalator Maintenance - Terminal          |
| 10/23/2023 | 865791 | Kone             | Parking         | \$ 210.00    | P1 September Invoice 871169663                          |
| 10/23/2023 | 865791 | Kone             | Parking         | \$ 630.00    | P2 September Invoice 871169663                          |
| 10/23/2023 | 865791 | Kone             | Parking         | \$ 420.00    | P3 September Invoice 871169663                          |
| 10/23/2023 | 865793 | LP Anderson Tire | Fleet           | \$ 2,331.00  | 2046538                                                 |
| 10/23/2023 | 865793 | LP Anderson Tire | Public Safety   | \$ 2,717.48  | 2044228 - TIRE REPAIRS                                  |
| 10/23/2023 | 865793 | LP Anderson Tire | Street/Traffic  | \$ 65.00     | 2045438 - TIRE REPAIRS                                  |

| Check Date | Check# | Name                | Fund Name        | Amount       | Item Desc                                       |
|------------|--------|---------------------|------------------|--------------|-------------------------------------------------|
| 10/23/2023 | 865794 | Land Design         | Park Dist 1      | \$ 4,685.00  | phase II of poly vista-invoice 016705           |
| 10/23/2023 | 865795 | Lee Newspaper       | P.W. Admin       | \$ 13,600.00 | Public Works Dept Media Marketing 2023          |
| 10/23/2023 | 865799 | Majestic Homes      | CDBG             | \$ 98,891.10 | FORECLOSURE ACQUISITION / REHAB PROGRAM         |
| 10/23/2023 | 865809 | MT CSED             | Payroll Clearing | \$ 5,941.36  | Payroll Summary                                 |
| 10/23/2023 | 865810 | MT Dakota Utilities | Airport          | \$ 618.25    | 285 580 1000 6                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Airport          | \$ 3,037.37  | 595 580 1000 1                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Airport          | \$ 320.29    | 706 580 1000 7                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Airport          | \$ 660.88    | 788 689 5644 8. Concourse Kitchen. October 2023 |
| 10/23/2023 | 865810 | MT Dakota Utilities | Park Dist 1      | \$ 42.13     | 501 473 1000 2                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Public Safety    | \$ 96.36     | 668 670 1000 2                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Wastewater       | \$ 66.47     | 596 733 1000 5                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Wastewater       | \$ 66.47     | 713 064 3190 0                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Wastewater       | \$ 68.39     | 843 879 2205 1                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Water            | \$ 12.63     | 373 580 1000 9                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Water            | \$ 12.62     | 373 580 1000 9                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Water            | \$ 22.53     | 541 380 1000 1                                  |
| 10/23/2023 | 865810 | MT Dakota Utilities | Water            | \$ 166.82    | 921 580 1000 6                                  |
| 10/23/2023 | 865812 | MFPE                | Payroll Clearing | \$ 2,810.88  | Payroll Summary                                 |
| 10/23/2023 | 865813 | MT Law Enforce      | Public Safety    | \$ 562.00    | 21507, LEQ Hood, Hunger                         |
| 10/23/2023 | 865813 | MT Law Enforce      | Public Safety    | \$ 4,500.00  | 21682, Chandley, Figg, Longabaugh MLEA basic    |
| 10/23/2023 | 865813 | MT Law Enforce      | Public Safety    | \$ 121.00    | 21792, Gunther DT instructor training           |
| 10/23/2023 | 865813 | MT Law Enforce      | Public Safety    | \$ 400.00    | 21795, Klewin SFST                              |
| 10/23/2023 | 865813 | MT Law Enforce      | Public Safety    | \$ 125.00    | 21815, Klewin LEQ                               |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 81.15     | 79940BL                                         |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 253.26    | 80000BL                                         |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 399.00    | 80003BL                                         |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 58.95     | 80003BL                                         |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 378.33    | 80233BL                                         |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 5.40      | 80278BL                                         |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 7.66      | 80278BL                                         |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 94.30     | 80335BL                                         |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 123.88    | 80348BL                                         |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 157.77    | 80348BL                                         |
| 10/23/2023 | 865814 | MT Peterbilt        | Fleet            | \$ 252.56    | 80479BL                                         |

| Check Date | Check# | Name               | Fund Name        | Amount       | Item Desc                                                      |
|------------|--------|--------------------|------------------|--------------|----------------------------------------------------------------|
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 206.30    | 80479BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 114.23    | 80479BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 177.29    | 80694BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 98.77     | 80727BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 102.39    | 80741BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 131.60    | 80746BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 585.22    | 80821BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 212.50    | 80821BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 778.02    | 80851BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 212.50    | 80891BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 585.22    | 80891BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 148.84    | 81605BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ 203.84    | 81605BL                                                        |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ (212.50)  | CM80821BL                                                      |
| 10/23/2023 | 865814 | MT Peterbilt       | Fleet            | \$ (212.50)  | CM80891BL                                                      |
| 10/23/2023 | 865814 | MT Peterbilt       | Solid Waste      | \$ (212.50)  | CM61611BL - NOX SENSOR CORE RETURN                             |
| 10/23/2023 | 865816 | MT State Firemen   | Payroll Clearing | \$ 5,538.10  | Payroll Summary                                                |
| 10/23/2023 | 865817 | Morrison Maierle   | Airport          | \$ 3,954.79  | AIP-73 Terminal Expansion - Eligible for Reimbursement         |
| 10/23/2023 | 865817 | Morrison Maierle   | Airport          | \$ 439.42    | AIP-73 Terminal Expansion - Ineligible for Reimbursement       |
| 10/23/2023 | 865817 | Morrison Maierle   | Airport          | \$ 371.74    | AIP-76 Terminal Expansion - eligible for local                 |
| 10/23/2023 | 865817 | Morrison Maierle   | Airport          | \$ 57,817.50 | Amendment #13 Terminal Expansion Project - Federal             |
| 10/23/2023 | 865817 | Morrison Maierle   | Airport          | \$ 5,434.76  | Amendment #13 Terminal Expansion Project - Ineligible          |
| 10/23/2023 | 865817 | Morrison Maierle   | Airport          | \$ 6,424.17  | Amendment #13 Terminal Expansion Project - Local               |
| 10/23/2023 | 865817 | Morrison Maierle   | Airport          | \$ 10,514.79 | Amendment 5 Mid-Field Service Road Project - Federal           |
| 10/23/2023 | 865817 | Morrison Maierle   | Airport          | \$ 1,168.31  | Amendment 5 Mid-Field Service Road Project - Local             |
| 10/23/2023 | 865818 | Moulton Bellingham | General          | \$ 3,330.00  | 3rd Ave. Garage Purchase- Sale & Development Agreement         |
| 10/23/2023 | 865818 | Moulton Bellingham | General          | \$ 1,010.00  | Sale of City Hall & Park 3 Garage                              |
| 10/23/2023 | 865818 | Moulton Bellingham | General          | \$ 3,197.50  | Terry Houser - Water & Wastewater Franchise Fee                |
| 10/23/2023 | 865819 | MPPA               | Payroll Clearing | \$ 3,884.37  | Payroll Summary                                                |
| 10/23/2023 | 865820 | MT Dept Rev-CGR2   | Airport          | \$ 290.03    | Mid-Field Service Road Project - Federal Share                 |
| 10/23/2023 | 865820 | MT Dept Rev-CGR2   | Airport          | \$ 32.22     | Mid-Field Service Road Project - Local Share                   |
| 10/23/2023 | 865820 | MT Dept Rev-CGR2   | CDBG             | \$ 998.90    | FORECLOSURE ACQUISITION / REHAB PROGRAM                        |
| 10/23/2023 | 865820 | MT Dept Rev-CGR2   | Park Dist 1      | \$ 329.65    | tree removal at Mountview Cemetery/North Park                  |
| 10/23/2023 | 865820 | MT Dept Rev-CGR2   | Stillwater Const | \$ 14,196.07 | City of Billings Law and Justice Center/City Hall Construction |

| Check Date | Check# | Name            | Fund Name  | Amount      | Item Desc                            |
|------------|--------|-----------------|------------|-------------|--------------------------------------|
| 10/23/2023 | 865821 | Napa Auto Parts | Facilities | \$ 263.52   | 3977-520555 = WINDSHIELD WIPER FLUID |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 19.67    | 3977-515868                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 84.15    | 3977-515868                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 15.86    | 3977-516158                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 17.00    | 3977-516279                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 2,964.00 | 3977-516524                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 3.55     | 3977-516742                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 23.24    | 3977-516763                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 22.44    | 3977-516859                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 5.00     | 3977-517075                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 358.64   | 3977-517151                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 22.12    | 3977-517365                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 13.70    | 3977-517398                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 17.75    | 3977-517398                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 6.93     | 3977-517403                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 6.24     | 3977-517485                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 358.64   | 3977-517491                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 43.49    | 3977-517576                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 6.43     | 3977-517576                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 59.76    | 3977-517616                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 85.50    | 3977-517672                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 14.74    | 3977-517722                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 53.88    | 3977-518051                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 15.98    | 3977-518237                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 19.28    | 3977-518732                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 22.32    | 3977-518779                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 87.06    | 3977-518852                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 32.40    | 3977-518852                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 32.45    | 3977-519127                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 16.66    | 3977-519133                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 35.49    | 3977-519215                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 44.62    | 3977-519273                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 165.88   | 3977-519273                          |
| 10/23/2023 | 865821 | Napa Auto Parts | Fleet      | \$ 15.13    | 3977-519411                          |

| Check Date | Check# | Name                   | Fund Name      | Amount      | Item Desc                                            |
|------------|--------|------------------------|----------------|-------------|------------------------------------------------------|
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 39.50    | 3977-519497                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 95.56    | 3977-519541                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 23.82    | 3977-519543                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 18.91    | 3977-519551                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 4.03     | 3977-519596                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 20.22    | 3977-519855                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 20.22    | 3977-519927                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 27.50    | 3977-519946                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 7.99     | 3977-519971                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ (6.24)   | 3977-520044                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 6.68     | 3977-520131                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 72.35    | 3977-520134                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 73.52    | 3977-520134                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 114.52   | 3977-520134                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 358.64   | 3977-520159                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 26.80    | 3977-520664                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 31.18    | 3977-520664                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 139.32   | 3977-521457                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 11.95    | 3977-521747                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 37.90    | 3977-521747                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 100.17   | 3977-521747                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 11.91    | 3977-521902                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 23.12    | 3977-521902                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 11.73    | 3977-521902                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 28.00    | 3977-522750                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Fleet          | \$ 48.42    | 3977-522802                                          |
| 10/23/2023 | 865821 | Napa Auto Parts        | Street/Traffic | \$ 8.68     | 3977-519015 = AIR FILTER                             |
| 10/23/2023 | 865822 | Napa-MET               | Transit        | \$ 3,000.00 | 3977-521087. Transmission Unit 1888. W/O 2024-269    |
| 10/23/2023 | 865822 | Napa-MET               | Transit        | \$ (243.60) | 3977-521138. Oil Filters                             |
| 10/23/2023 | 865822 | Napa-MET               | Transit        | \$ 3.85     | 3977-521218. Hose Protector                          |
| 10/23/2023 | 865822 | Napa-MET               | Transit        | \$ 2.64     | 3977-521786. Expansion Plug Unit 1819. W/O 2023-2229 |
| 10/23/2023 | 865822 | Napa-MET               | Transit        | \$ 21.72    | 3977-521788. Glass Urethane Unit 1831. W/O 2024-281  |
| 10/23/2023 | 865822 | Napa-MET               | Transit        | \$ 88.45    | 3977-522427. ATF                                     |
| 10/23/2023 | 865823 | National League Cities | General        | \$ 9,988.00 | Membership Dues 11/1/2023-10/31/2024                 |

| Check Date | Check# | Name           | Fund Name      | Amount      | Item Desc                                          |
|------------|--------|----------------|----------------|-------------|----------------------------------------------------|
| 10/23/2023 | ACH    | Northwest Pipe | Airport        | \$ 159.51   | Invoice #7985890. Plumbing Part Steam Boiler       |
| 10/23/2023 | ACH    | Northwest Pipe | Facilities     | \$ 8.41     | Inv. 7984946 Parts                                 |
| 10/23/2023 | ACH    | Northwest Pipe | Street/Traffic | \$ 82.14    | brass insert/hose clamp/bushing for irrigation     |
| 10/23/2023 | ACH    | Northwest Pipe | Wastewater     | \$ 269.04   | AHU Project supplies                               |
| 10/23/2023 | ACH    | Northwest Pipe | Wastewater     | \$ 73.02    | P/N 2110281 3/4" comp x mip adapter                |
| 10/23/2023 | ACH    | Northwest Pipe | Wastewater     | \$ 18.93    | P/N 2118281- Quick Joint nut gasket                |
| 10/23/2023 | ACH    | Northwest Pipe | Wastewater     | \$ 183.37   | Parts for sewer service PBS035                     |
| 10/23/2023 | ACH    | Northwest Pipe | Wastewater     | \$ 746.24   | WWTP supplies                                      |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 33.30    | 1 1/4 INCH BRASS PIPE CAP - - NW PIPE              |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 103.66   | 1" BALL VALVE T580 THREADED                        |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 46.71    | 1" BRASS PLUG -                                    |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 49.28    | 1" COMPRESSION X MIP ADAPTER CTS                   |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 407.20   | 1" COUPLING CTS X FLARE 74755Q1                    |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 77.50    | 1" X 3" BRASS NIPPLE                               |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 515.76   | 1-1/2" TD T-10 MEASURING CHAMBER COMPLETE          |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 335.70   | 3/4" CC X COMP CORP STOP                           |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 62.40    | 3/4" CTS X 3/4" MIP (COMPRESSION X MALE IRON PIPE) |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 1,003.40 | 3/4" CURB VALVE - COMPRESSION                      |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 200.68   | 3/4" CURB VALVE - COMPRESSION                      |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 9,170.64 | 3/4" E-CODER WALL CU/FT METER W/RECPT              |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 9,170.64 | 3/4" E-CODER WALL CU/FT METER W/RECPT              |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 9,170.64 | 3/4" E-CODER WALL CU/FT METER W/RECPT              |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 9,170.64 | 3/4" E-CODER WALL CU/FT METER W/RECPT              |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 9,170.64 | 3/4" E-CODER WALL CU/FT METER W/RECPT              |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 9,170.64 | 3/4" E-CODER WALL CU/FT METER W/RECPT              |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 15.60    | 3/4" STIFFENERS - CTS PE INSERTS SS                |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 8,874.00 | 5/8" E-CODER WALL CU.FT. - METER W/RECPT           |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 8,874.00 | 5/8" E-CODER WALL CU.FT. - METER W/RECPT           |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 73.02    | P/N 2110281 3/4" comp x mip adapter                |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 18.93    | P/N 2118281- Quick Joint nut gasket                |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 6,607.00 | R-900 ENHANCED WALL RR - MIU                       |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 6,607.00 | R-900 ENHANCED WALL RR - MIU                       |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 7,928.40 | R-900 ENHANCED WALL RR - MIU                       |
| 10/23/2023 | ACH    | Northwest Pipe | Water          | \$ 7,928.40 | R-900 ENHANCED WALL RR - MIU                       |

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|------------|--------|----------------------|-------------|--------------|------------------------------------------------------|
| 10/23/2023 | ACH    | Northwest Pipe       | Water       | \$ 7,928.40  | R-900 ENHANCED WALL RR - MIU                         |
| 10/23/2023 | ACH    | Northwest Pipe       | Water       | \$ 9,249.80  | R-900 ENHANCED WALL RR - MIU                         |
| 10/23/2023 | ACH    | Northwest Pipe       | Water       | \$ 9,249.80  | R-900 ENHANCED WALL RR - MIU                         |
| 10/23/2023 | ACH    | Northwest Pipe       | Water       | \$ 46.92     | repair kit                                           |
| 10/23/2023 | ACH    | Northwest Pipe       | Water       | \$ 241.47    | sprinkler parts/Staples WTP                          |
| 10/23/2023 | 865826 | Northwest Playground | CDBG        | \$ 28,413.00 | north park shelter-quote CDBG-CV Project             |
| 10/23/2023 | 865826 | Northwest Playground | Park Dist 1 | \$ 686.07    | playground parts for lillis -52251                   |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 2,962.13  | 0100483-7. Runway Lights. October 2023               |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 1,589.44  | 0100484-5. ARFF Facility. October 2023               |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 32.73     | 1138926-9. Aero Interiors. October 2023              |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 101.74    | 1647695-4. De Icer. October 2023                     |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 593.13    | 1669567-8. TSA. October 2023                         |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 1,577.80  | 1993430-6. Car Wash. October 2023                    |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 352.61    | 2001846-1. Mud Wash. October 2023                    |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 345.59    | 2001848-7. Detail Bay 1 Hertz. October 2023          |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 285.65    | 2001855-2. Detail Bay 2 National/Alamo. October 2023 |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 68.47     | 2001862-8. Detail Bay 3 Enterprise. October 2023     |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 225.17    | 2001865-1. Detail Bay 4 Avis/Budget. October 2023    |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 46.90     | 2001867-7. Detail Bay 5 Thrifty/Dollar. October 2023 |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 66.27     | 3085107-5. Employee Parking. October 2023            |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 264.79    | 3446396-8. USDA. October 2023                        |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 1,215.09  | 3477231-9. Parking Zone. October 2023                |
| 10/23/2023 | 865827 | NorthWestern Energy  | Airport     | \$ 43.49     | 3733186-5. Airport Storage. October 2023             |
| 10/23/2023 | 865827 | NorthWestern Energy  | Facilities  | \$ 1,921.34  | 0975808-7                                            |
| 10/23/2023 | 865827 | NorthWestern Energy  | Facilities  | \$ 748.41    | 1160802-3                                            |
| 10/23/2023 | 865827 | NorthWestern Energy  | Facilities  | \$ 1,568.64  | 1160804-9                                            |
| 10/23/2023 | 865827 | NorthWestern Energy  | Facilities  | \$ 3,018.91  | 1269391-7                                            |
| 10/23/2023 | 865827 | NorthWestern Energy  | General     | \$ 45.54     | 0712387-0                                            |
| 10/23/2023 | 865827 | NorthWestern Energy  | General     | \$ 135.92    | 0712536-2                                            |
| 10/23/2023 | 865827 | NorthWestern Energy  | General     | \$ 26.35     | 0720818-4                                            |
| 10/23/2023 | 865827 | NorthWestern Energy  | General     | \$ 599.01    | 0720821-8                                            |
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| Check Date | Check# | Name                | Fund Name   | Amount      | Item Desc                 |
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| Check Date | Check# | Name                | Fund Name   | Amount      | Item Desc                 |
|------------|--------|---------------------|-------------|-------------|---------------------------|
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 282.21   | SILMD 167 Acct# 0712609-7 |
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| Check Date | Check# | Name                | Fund Name   | Amount      | Item Desc                 |
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| Check Date | Check# | Name                | Fund Name   | Amount      | Item Desc                 |
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| Check Date | Check# | Name                | Fund Name   | Amount      | Item Desc                 |
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 3,448.50 | SILMD 272 Acct# 0905005-5 |
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 606.29   | SILMD 276 Acct# 0961926-3 |
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 545.43   | SILMD 283 Acct# 1172743-5 |
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 283.96   | SILMD 289 Acct# 1685375-6 |
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 737.46   | SILMD 292 Acct# 1481532-8 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 282.21   | SILMD 293 Acct# 1481534-4 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 564.43   | SILMD 294 Acct# 1481535-1 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 134.09   | SILMD 295 Acct# 1481536-9 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 1,495.73 | SILMD 296 Acct# 1481537-7 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 254.00   | SILMD 297 Acct# 1481539-3 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 225.78   | SILMD 298 Acct# 1481540-1 |
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 218.37   | SILMD 306 Acct# 1740353-6 |
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 329.61   | SILMD 308 Acct# 2072459-7 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint | \$ 471.25   | SILMD 309 Acct# 2001311-6 |
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| Check Date | Check# | Name                | Fund Name      | Amount       | Item Desc                 |
|------------|--------|---------------------|----------------|--------------|---------------------------|
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 1,478.68  | SILMD 316 Acct# 3291842-7 |
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 96.24     | SILMD 322 Acct# 3402033-9 |
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| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 370.95    | SILMD 324 Acct# 1246537-3 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 352.47    | SILMD 325 Acct# 3587598-8 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 121.45    | SILMD 326 Acct# 3840455-4 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 225.78    | SILMD 327 Acct# 3810801-5 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 718.33    | SILMD 328 Acct# 3894879-0 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 86.29     | SILMD 329 Acct# 3939032-3 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 280.72    | SILMD 330 Acct# 3951594-5 |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 451.13    | SILMD 8 Acct# 0712544-6   |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 418.04    | SILMD 9 Acct# 0712545-3   |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 601.81    | SILMD 95 Acct# 0712556-0  |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 11,644.28 | SILMD 97 Acct# 0712557-8  |
| 10/23/2023 | 865828 | NorthWestern Energy | Light Maint    | \$ 1,306.02  | SILMD 99 Acct# 0712558-6  |
| 10/23/2023 | 865827 | NorthWestern Energy | Park Dist 1    | \$ 970.83    | 0722287-0                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Park Dist 1    | \$ 507.49    | 0723045-1                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Park Dist 1    | \$ 413.22    | 0925496-2                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Park Dist 1    | \$ 222.29    | 1191404-1                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Park Dist 1    | \$ 12.88     | 1836666-6                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Park Dist 1    | \$ 40.05     | 1941243-6                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Park Dist 1    | \$ 156.99    | 4089118-6                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Parks Maint    | \$ 0.28      | 1029192-0                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Public Safety  | \$ 581.77    | 0871546-8                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Solid Waste    | \$ 1,739.65  | 3252194-0                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Street/Traffic | \$ 0.28      | 1740357-7                 |
| 10/23/2023 | 865827 | NorthWestern Energy | Street/Traffic | \$ 0.70      | 1748896-6                 |

| Check Date | Check# | Name                | Fund Name      | Amount       | Item Desc                                          |
|------------|--------|---------------------|----------------|--------------|----------------------------------------------------|
| 10/23/2023 | 865827 | NorthWestern Energy | Street/Traffic | \$ 1.78      | 1797828-9                                          |
| 10/23/2023 | 865828 | NorthWestern Energy | Street/Traffic | \$ 14,310.19 | NWE Signal Bills 10.17.2023                        |
| 10/23/2023 | 865827 | NorthWestern Energy | Transit        | \$ 292.22    | 0719225-5                                          |
| 10/23/2023 | 865827 | NorthWestern Energy | Wastewater     | \$ 76,706.28 | 0100591-7                                          |
| 10/23/2023 | 865827 | NorthWestern Energy | Wastewater     | \$ 160.56    | 389 62nd St Lift Entrance. Sept 2023               |
| 10/23/2023 | 865827 | NorthWestern Energy | Wastewater     | \$ 473.92    | 822 Shiloh Crossing BLVD Lift, Sept 202            |
| 10/23/2023 | 865827 | NorthWestern Energy | Water          | \$ 2,022.27  | 0100485-2                                          |
| 10/23/2023 | 865827 | NorthWestern Energy | Water          | \$ 15,270.47 | 0722264-9                                          |
| 10/23/2023 | 865827 | NorthWestern Energy | Water          | \$ 12,282.03 | 0723040-2                                          |
| 10/23/2023 | 865827 | NorthWestern Energy | Water          | \$ 6.00      | 0723059-2                                          |
| 10/23/2023 | 865827 | NorthWestern Energy | Water          | \$ 1,039.00  | 1116452-2                                          |
| 10/23/2023 | 865827 | NorthWestern Energy | Water          | \$ 164.32    | 1142253-2                                          |
| 10/23/2023 | 865827 | NorthWestern Energy | Water          | \$ 790.10    | 5809 Canyonwoods Dr. sept 2023                     |
| 10/23/2023 | 865829 | Otis Elevator       | Facilities     | \$ 2,908.50  | Stillwater Elevator                                |
| 10/23/2023 | 865831 | Passio Tech         | Transit        | \$ 53,732.00 | MET Automated Vehicle Location System Subscription |
| 10/23/2023 | 865833 | PayneWest Ins       | Airport        | \$ 23,303.00 | Endorsement Airport Builders Risk Extend to 7/1/24 |
| 10/23/2023 | 865836 | Pride of MT         | Facilities     | \$ 2,540.79  | September 2023 Cleaning of Stillwater Building     |
| 10/23/2023 | 865839 | Public Utilities    | Parking        | \$ 97.50     | 102086                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parking        | \$ 549.56    | 102980                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parking        | \$ 11.05     | 102981                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 4,706.78  | 136095                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 218.84    | 136098                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 1,143.11  | 136099                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 1,282.24  | 136100                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 200.42    | 136101                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 28.50     | 136113                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 243.40    | 148702                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 3,529.25  | 163614                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 2,604.43  | 166674                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 9,029.34  | 236250                                             |
| 10/23/2023 | 865839 | Public Utilities    | Parks Maint    | \$ 65.34     | 260404                                             |
| 10/23/2023 | 865839 | Public Utilities    | Street/Traffic | \$ 1,871.45  | 168593                                             |
| 10/23/2023 | 865839 | Public Utilities    | Street/Traffic | \$ 149.98    | 178621                                             |
| 10/23/2023 | 865839 | Public Utilities    | Street/Traffic | \$ 110.27    | 180331                                             |

| Check Date | Check# | Name                   | Fund Name      | Amount       | Item Desc                                                   |
|------------|--------|------------------------|----------------|--------------|-------------------------------------------------------------|
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 1,160.21  | 180332                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 354.87    | 180333                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 656.73    | 180334                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 2,161.03  | 180335                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 1,682.11  | 180336                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 212.56    | 180337                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 255.54    | 180338                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 261.68    | 180339                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 174.54    | 180396                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 730.41    | 181505                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 1,534.75  | 184751                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 2,351.37  | 185688                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 644.45    | 185689                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 263.77    | 185690                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 1,184.77  | 185691                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 2,449.61  | 191161                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 2,062.79  | 191162                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 217.52    | 241853                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 137.70    | 243345                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 113.14    | 243346                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 168.40    | 243891                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 395.58    | 248978                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 166.85    | 259589                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 750.15    | 259590                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 1,478.49  | 261854                                                      |
| 10/23/2023 | 865839 | Public Utilities       | Street/Traffic | \$ 1,208.33  | 271609                                                      |
| 10/23/2023 | 865842 | Reliable Mech          | Public Safety  | \$ 3,140.00  | FIRE 1: PROVIDE & INSTALL CO & COMBUSTION GAS DETECTOR      |
| 10/23/2023 | 865846 | Rocky MT Health        | City Ins Fund  | \$ 8,000.00  | Healthy Is Corporate Wellness October 2023                  |
| 10/23/2023 | 865850 | Sanderson Stewart      | CDBG           | \$ 4,981.50  | City Hall Plat Amend-DT Public Restroom/Handwashing Station |
| 10/23/2023 | 865851 | School District No 2   | CDBG           | \$ 7,013.92  | CDBG-CV Grant / SD2 / Washington Elementary HVAC Project    |
| 10/23/2023 | 865851 | School District No 2   | CDBG           | \$ 35,992.30 | CDBG-CV Grant / SD2 / Washington Elementary HVAC Project    |
| 10/23/2023 | 865854 | SHI International Corp | IT Resources   | \$ 4,270.40  | 25 email only, 5 G1, and 15 G3 licenses -thru 9/30/2025     |
| 10/23/2023 | 865854 | SHI International Corp | IT Resources   | \$ 59.87     | Azure AD Premium P1 license -IT Duo                         |
| 10/23/2023 | 865854 | SHI International Corp | IT Resources   | \$ 22,978.20 | Police O365 Annual Renewal 10/1/2023-9/30/2024              |

| Check Date | Check# | Name                   | Fund Name      | Amount      | Item Desc                                                |
|------------|--------|------------------------|----------------|-------------|----------------------------------------------------------|
| 10/23/2023 | 865854 | SHI International Corp | Planning       | \$ 44.24    | Visio Standard -Leigh Mackie, Building                   |
| 10/23/2023 | 865855 | Simply Family Mag      | General        | \$ 2,888.00 | advertising in simply local - 1829                       |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 25.88    | 160460                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 281.18   | 160460                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 39.87    | 160466                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 1,746.30 | 160466                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 56.80    | 160535                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 1,039.38 | 160535                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 24.95    | 160670                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 1,746.30 | 160670                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 23.10    | 160671                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 8.30     | 160671                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 8.44     | 160671                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 325.90   | 160671                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 59.16    | 160671                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 101.70   | 160671                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 15.92    | 160962                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 145.28   | 160962                                                   |
| 10/23/2023 | 865856 | Solid Waste Systems    | Fleet          | \$ 353.27   | 0161470-IN                                               |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 428.00   | ST205/75R14 CNTRYWD RBBRMSTR RM76/DSMNT.MNT              |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 447.62   | Service call. Installed loader tires. O-rings. Landfill. |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 2,990.60 | Tire purchase and repair. Collections.                   |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 4,191.60 | Tire purchase and repair. Collections.                   |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 2,940.00 | Tire purchase. Collections.                              |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 4,900.00 | Tire purchase. Collections.                              |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 681.96   | Tire purchase. Landfill.                                 |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 2,388.50 | Tire purchase. Landfill.                                 |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 1,524.00 | Tire repair and purchase. Collections.                   |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 3,226.00 | Tire repair and purchase. Collections.                   |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 3,398.20 | Tire repair and purchase. Collections.                   |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 4,741.70 | Tire repair and purchase. Collections.                   |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 4,889.85 | Tire repair and purchase. Collections.                   |
| 10/23/2023 | 865870 | Tire-Rama              | Solid Waste    | \$ 47.94    | Tire Repair. Collections.                                |
| 10/23/2023 | 865870 | Tire-Rama              | Street/Traffic | \$ 143.72   | 105-1986 - TIRE                                          |

| Check Date | Check# | Name             | Fund Name      | Amount       | Item Desc                               |
|------------|--------|------------------|----------------|--------------|-----------------------------------------|
| 10/23/2023 | 865870 | Tire-Rama        | Street/Traffic | \$ 203.71    | 1053127 - TIRE R470245                  |
| 10/23/2023 | 865870 | Tire-Rama        | Street/Traffic | \$ 287.44    | 105-3388 - TIRE                         |
| 10/23/2023 | 865870 | Tire-Rama        | Street/Traffic | \$ 192.04    | 1055393 - TIRE - 1343                   |
| 10/23/2023 | 865870 | Tire-Rama        | Street/Traffic | \$ 32.91     | Tire repair for 1227                    |
| 10/23/2023 | 865870 | Tire-Rama        | Street/Traffic | \$ 107.50    | Tire repair for unit 1130               |
| 10/23/2023 | ACH    | Town & Co Supply | Fleet          | \$ 6,485.86  | 440195                                  |
| 10/23/2023 | ACH    | Town & Co Supply | Fleet          | \$ 5,504.78  | 440195                                  |
| 10/23/2023 | ACH    | Town & Co Supply | Fleet          | \$ 14,759.08 | 440195                                  |
| 10/23/2023 | ACH    | Town & Co Supply | Fleet          | \$ 8,195.79  | 440195                                  |
| 10/23/2023 | 865876 | Verizon Wireless | Engineering    | \$ 27.32     | PW-Engineering                          |
| 10/23/2023 | 865876 | Verizon Wireless | Fleet          | \$ 107.60    | Motor Pool                              |
| 10/23/2023 | 865876 | Verizon Wireless | General        | \$ 163.36    | City Administrator                      |
| 10/23/2023 | 865876 | Verizon Wireless | General        | \$ 49.36     | Code Enforcement Laptop                 |
| 10/23/2023 | 865876 | Verizon Wireless | General        | \$ 40.01     | Tina Hoeger Laptop                      |
| 10/23/2023 | 865876 | Verizon Wireless | General        | \$ 27.32     | Victoria Hill -Laptop                   |
| 10/23/2023 | 865876 | Verizon Wireless | Park Dist 1    | \$ -         | PRPL-PARKS                              |
| 10/23/2023 | 865876 | Verizon Wireless | PD Program     | \$ 415.90    | CCSIU Cell/PTT                          |
| 10/23/2023 | 865876 | Verizon Wireless | PD Program     | \$ 80.02     | CCSIU RAVEN                             |
| 10/23/2023 | 865876 | Verizon Wireless | Phone System   | \$ 80.04     | WRF Cradle Point & Belknap Cradle Point |
| 10/23/2023 | 865876 | Verizon Wireless | Public Safety  | \$ 40.01     | Bait Car                                |
| 10/23/2023 | 865876 | Verizon Wireless | Public Safety  | \$ 209.97    | Fire MDT                                |
| 10/23/2023 | 865876 | Verizon Wireless | Public Safety  | \$ 80.04     | Fire MDT                                |
| 10/23/2023 | 865876 | Verizon Wireless | Public Safety  | \$ 440.21    | MDT Toughbooks                          |
| 10/23/2023 | 865876 | Verizon Wireless | Public Safety  | \$ 41.36     | Police Bait Car                         |
| 10/23/2023 | 865876 | Verizon Wireless | Public Safety  | \$ 24.04     | Police iPads                            |
| 10/23/2023 | 865876 | Verizon Wireless | Public Safety  | \$ 10.02     | Police MiFi                             |
| 10/23/2023 | 865876 | Verizon Wireless | Solid Waste    | \$ 109.28    | PW-Solid Waste                          |
| 10/23/2023 | 865876 | Verizon Wireless | Solid Waste    | \$ 202.77    | PW-SW-ON CALL Solid Waste On Call       |
| 10/23/2023 | 865876 | Verizon Wireless | Solid Waste    | \$ 24.12     | PW-SW-ON CALL Solid Waste On Call       |
| 10/23/2023 | 865876 | Verizon Wireless | Solid Waste    | \$ 524.52    | Solid Waste Tablets -Routware           |
| 10/23/2023 | 865876 | Verizon Wireless | Street/Traffic | \$ 174.67    | PW-Streets                              |
| 10/23/2023 | 865876 | Verizon Wireless | Street/Traffic | \$ -         | PW-Streets City Works                   |
| 10/23/2023 | 865876 | Verizon Wireless | Street/Traffic | \$ 252.77    | PW-STRT TRFC Streets                    |
| 10/23/2023 | 865876 | Verizon Wireless | Transit        | \$ 309.02    | MET AVL                                 |

| Check Date | Check# | Name             | Fund Name  | Amount      | Item Desc                           |
|------------|--------|------------------|------------|-------------|-------------------------------------|
| 10/23/2023 | 865876 | Verizon Wireless | Transit    | \$ 970.51   | MET Max Transit                     |
| 10/23/2023 | 865876 | Verizon Wireless | Transit    | \$ 1,120.28 | MET Max Transit                     |
| 10/23/2023 | 865876 | Verizon Wireless | Wastewater | \$ 400.10   | MET Tablets                         |
| 10/23/2023 | 865876 | Verizon Wireless | Water      | \$ -        | PW Belknap Meter Shop               |
| 10/23/2023 | 865876 | Verizon Wireless | Water      | \$ 27.32    | PWBLKNP Water Treatment             |
| 10/23/2023 | 865876 | Verizon Wireless | Water      | \$ 67.33    | PWBLNP Comm-Meter CityWorks/Neptune |
| 10/23/2023 | 865876 | Verizon Wireless | Water      | \$ 40.01    | PWBLNP Comm-Meter CityWorks/Neptune |

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Payment of Claims for week of October 30, 2023  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$5,201,042.66 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

**Payment Approval Process**

Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

**ALTERNATIVES**

- No other alternatives were analyzed

**FISCAL EFFECTS**

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

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**Attachments**

| Check Date | Check# | Name                   | Fund Name      | Amount        | Item Desc                                                           |
|------------|--------|------------------------|----------------|---------------|---------------------------------------------------------------------|
| 10/30/2023 | 865889 | AD Creative            | General        | \$ 8,650.00   | Educational communication and oversight for the 2023 Parks&Rec Bond |
| 10/30/2023 | 865891 | Adv Eng & Enviro       | Water          | \$ 6,466.25   | WO 22-45 Willett and Christensen Pump Station Improvements          |
| 10/30/2023 | 865891 | Adv Eng & Enviro       | Water          | \$ 898.75     | WO 23-96 WTP Intake #2 Catwalk Repair Evaluation                    |
| 10/30/2023 | 865893 | AirSide Solutions      | Airport        | \$ 2,542.20   | Invoice #36895D/38001. Flush Mounts Light Fixtures. Wind Socks      |
| 10/30/2023 | 865893 | AirSide Solutions      | Airport        | \$ 800.00     | Invoice #36895D/38001. Flush Mounts Light Fixtures. Wind Socks      |
| 10/30/2023 | 865896 | Alta Planning & Design | Planning       | \$ 13,374.25  | Professional Services Through September 29, 2023                    |
| 10/30/2023 | 865902 | Askin Const            | Gas Tax        | \$ 52,096.28  | WO 23-02 Missing Sidewalk Project; Schedule 3                       |
| 10/30/2023 | 865902 | Askin Const            | Gas Tax        | \$ -          | WO 23-02 Missing Sidewalk Project; Schedule 4                       |
| 10/30/2023 | 865902 | Askin Const            | Gas Tax        | \$ -          | WO 23-02 Missing Sidewalk Project; Schedule 5                       |
| 10/30/2023 | 865902 | Askin Const            | Gas Tax        | \$ -          | WO 23-02 Missing Sidewalk Project; Schedule 6                       |
| 10/30/2023 | 865902 | Askin Const            | Sidewalk Const | \$ 1,287.00   | WO 23-02 Missing Sidewalk Project; Schedule 3                       |
| 10/30/2023 | 865902 | Askin Const            | Sidewalk Const | \$ -          | WO 23-02 Missing Sidewalk Project; Schedule 4                       |
| 10/30/2023 | 865902 | Askin Const            | Sidewalk Const | \$ -          | WO 23-02 Missing Sidewalk Project; Schedule 5                       |
| 10/30/2023 | 865902 | Askin Const            | Sidewalk Const | \$ -          | WO 23-02 Missing Sidewalk Project; Schedule 6                       |
| 10/30/2023 | 865902 | Askin Const            | Tax Incrmnt S  | \$ 447,760.54 | WO 23-26 Sbura Gravel Streets Phase II                              |
| 10/30/2023 | 865903 | AT & T Corp            | Building       | \$ 45.22      | Building Manager                                                    |
| 10/30/2023 | 865903 | AT & T Corp            | CDBG           | \$ 145.76     | Comm Dev                                                            |
| 10/30/2023 | 865903 | AT & T Corp            | Court Grants   | \$ 166.81     | Muni Court DC                                                       |
| 10/30/2023 | 865903 | AT & T Corp            | Engineering    | \$ 174.20     | Engineering Tablets                                                 |
| 10/30/2023 | 865903 | AT & T Corp            | Engineering    | \$ 147.43     | PW-Engineering Cell Phones and MiFi                                 |
| 10/30/2023 | 865903 | AT & T Corp            | Facilities     | \$ 45.22      | Facilities BOC                                                      |
| 10/30/2023 | 865903 | AT & T Corp            | Facilities     | \$ 31.58      | Facilities BOC                                                      |
| 10/30/2023 | 865903 | AT & T Corp            | Facilities     | \$ 13.64      | Facilities BOC                                                      |
| 10/30/2023 | 865903 | AT & T Corp            | Facilities     | \$ 45.22      | Facilities BOC                                                      |
| 10/30/2023 | 865903 | AT & T Corp            | Facilities     | \$ 86.52      | Facilities BOC/CH & iPad                                            |
| 10/30/2023 | 865903 | AT & T Corp            | Facilities     | \$ 28.76      | Facilities BOC/CH & iPad                                            |
| 10/30/2023 | 865903 | AT & T Corp            | Facilities     | \$ 45.22      | Facilities City Hall                                                |
| 10/30/2023 | 865903 | AT & T Corp            | Facilities     | \$ 90.44      | Facilities Managers                                                 |
| 10/30/2023 | 865903 | AT & T Corp            | General        | \$ 530.79     | Code Enforcement                                                    |
| 10/30/2023 | 865903 | AT & T Corp            | General        | \$ 45.22      | FINANCE                                                             |
| 10/30/2023 | 865903 | AT & T Corp            | General        | \$ 45.22      | Human Resources                                                     |
| 10/30/2023 | 865903 | AT & T Corp            | General        | \$ 50.52      | Legal                                                               |
| 10/30/2023 | 865903 | AT & T Corp            | General        | \$ 243.65     | PRPL                                                                |
| 10/30/2023 | 865903 | AT & T Corp            | General        | \$ 87.75      | REC Seasonal                                                        |

| Check Date | Check# | Name           | Fund Name       | Amount      | Item Desc                                            |
|------------|--------|----------------|-----------------|-------------|------------------------------------------------------|
| 10/30/2023 | 865903 | AT & T Corp    | General         | \$ 104.52   | Rec Tablets                                          |
| 10/30/2023 | 865903 | AT & T Corp    | Library         | \$ 178.19   | Library                                              |
| 10/30/2023 | 865903 | AT & T Corp    | Library         | \$ 107.37   | Library Out Reach                                    |
| 10/30/2023 | 865903 | AT & T Corp    | P.W. Admin      | \$ 32.61    | PWBLKNP OFFICE -50/50                                |
| 10/30/2023 | 865903 | AT & T Corp    | P.W. Admin      | \$ 32.61    | PWBLKNP OFFICE -50/50                                |
| 10/30/2023 | 865903 | AT & T Corp    | Park Dist 1     | \$ 528.57   | Parks Dept.                                          |
| 10/30/2023 | 865903 | AT & T Corp    | Park Dist 1     | \$ 70.20    | Parks Seasonal                                       |
| 10/30/2023 | 865903 | AT & T Corp    | Park Dist 1     | \$ 558.46   | PRPL Parks Tablets                                   |
| 10/30/2023 | 865903 | AT & T Corp    | Parking         | \$ 316.54   | Parking Phones and scanner                           |
| 10/30/2023 | 865903 | AT & T Corp    | Parking         | \$ 226.10   | Parking Phones and scanner                           |
| 10/30/2023 | 865903 | AT & T Corp    | Phone System    | \$ 66.24    | IT iPads                                             |
| 10/30/2023 | 865903 | AT & T Corp    | Phone System    | \$ 67.82    | TeleComm Manager                                     |
| 10/30/2023 | 865903 | AT & T Corp    | Planning        | \$ 67.82    | PLANNING                                             |
| 10/30/2023 | 865903 | AT & T Corp    | Solid Waste     | \$ 504.41   | SOLID WASTE Cell and iPads                           |
| 10/30/2023 | 865903 | AT & T Corp    | Solid Waste     | \$ 139.36   | SOLID WASTE Cell and iPads                           |
| 10/30/2023 | 865903 | AT & T Corp    | Street/Traffic  | \$ 681.32   | Street Traffic iPads                                 |
| 10/30/2023 | 865903 | AT & T Corp    | Street/Traffic  | \$ 43.34    | Street Traffic iPads                                 |
| 10/30/2023 | 865903 | AT & T Corp    | Transit         | \$ 645.35   | MET Transit Tablets                                  |
| 10/30/2023 | 865903 | AT & T Corp    | Wastewater      | \$ 401.02   | PWBELKNAP-DIST COLL CELL PHONES 50/50                |
| 10/30/2023 | 865903 | AT & T Corp    | Wastewater      | \$ 474.65   | PWBLKNP Electricians -Phones                         |
| 10/30/2023 | 865903 | AT & T Corp    | Wastewater      | \$ 27.97    | PWBLKNP STORES -75/25                                |
| 10/30/2023 | 865903 | AT & T Corp    | Wastewater      | \$ 909.04   | PWBLNP-WWTRMNT1 Wastewater Treatment Plant and iPads |
| 10/30/2023 | 865903 | AT & T Corp    | Wastewater      | \$ 104.52   | PWBLNP-WWTRMNT1 Wastewater Treatment Plant and iPads |
| 10/30/2023 | 865903 | AT & T Corp    | Wastewater      | \$ 518.58   | PW-Distribution Collection Tablets 50/50             |
| 10/30/2023 | 865903 | AT & T Corp    | Wastewater      | \$ 69.68    | PW-Environmental                                     |
| 10/30/2023 | 865903 | AT & T Corp    | Water           | \$ 34.84    | D&C                                                  |
| 10/30/2023 | 865903 | AT & T Corp    | Water           | \$ 401.01   | PWBELKNAP-DIST COLL CELL PHONES 50/50                |
| 10/30/2023 | 865903 | AT & T Corp    | Water           | \$ 1,048.93 | PWBELKNAP-WT Water Treatment                         |
| 10/30/2023 | 865903 | AT & T Corp    | Water           | \$ 472.64   | PWBLKNP COMM-METER CityWorks/Neptune                 |
| 10/30/2023 | 865903 | AT & T Corp    | Water           | \$ 393.12   | PWBLKNP MTRSHOP CELL PHONE AND IPADS                 |
| 10/30/2023 | 865903 | AT & T Corp    | Water           | \$ 149.04   | PWBLKNP MTRSHOP CELL PHONE AND IPADS                 |
| 10/30/2023 | 865903 | AT & T Corp    | Water           | \$ 84.57    | PWBLKNP STORES -75/25                                |
| 10/30/2023 | 865903 | AT & T Corp    | Water           | \$ 518.58   | PW-Distribution Collection Tablets 50/50             |
| 10/30/2023 | 865904 | Baker Tilly US | Tax Incrmnt N27 | \$ 3,100.00 | Tax Increment Renewal Revenue Bonds                  |

| Check Date | Check# | Name                  | Fund Name      | Amount       | Item Desc                                                          |
|------------|--------|-----------------------|----------------|--------------|--------------------------------------------------------------------|
| 10/30/2023 | 865905 | Beartooth Enviro      | Solid Waste    | \$ 19,043.84 | Manifest MT2023446; 024095021JJK; 024095020JJK.                    |
| 10/30/2023 | 865908 | Big Sky Economic      | Gas Tax        | \$ 12,219.33 | Reimbursement Agreement for Water/Sewer                            |
| 10/30/2023 | 865911 | Blgs Const Supply     | Gas Tax        | \$ 1,125.00  | WO 23-50 Gabel Rd Culvert Replacement                              |
| 10/30/2023 | 865911 | Blgs Const Supply     | Solid Waste    | \$ 126.47    | Electric hammer drill; anchors; epoxy adhesive; caulk gun          |
| 10/30/2023 | 865911 | Blgs Const Supply     | Solid Waste    | \$ 18.90     | Hi-Viz safety vest. Kathy Lang. Landfill.                          |
| 10/30/2023 | 865911 | Blgs Const Supply     | Storm Sewer    | \$ 1,125.00  | WO 23-50 Gabel Rd Culvert Replacement                              |
| 10/30/2023 | 865911 | Blgs Const Supply     | Street/Traffic | \$ 180.00    | inv#22730concrete saw blade                                        |
| 10/30/2023 | 865911 | Blgs Const Supply     | Wastewater     | \$ 10.30     | Parts for chop saw                                                 |
| 10/30/2023 | 865911 | Blgs Const Supply     | Water          | \$ 10.30     | Parts for chop saw                                                 |
| 10/30/2023 | 865912 | Blgs Ind Revital Dist | Tax Incrmnt E  | \$ 34,987.00 | EBURD Annual Operating Agreement FY 2024                           |
| 10/30/2023 | 865912 | Blgs Ind Revital Dist | Tax Incrmnt E  | \$ 34,985.00 | FY2023 EBBURD Annual Operating Agreement                           |
| 10/30/2023 | 865923 | Commercial Roofing    | Water          | \$ 4,860.00  | Installation of relget metal on WTP high                           |
| 10/30/2023 | 865927 | Creative Monograms    | Solid Waste    | \$ 102.00    | Brad Phares. City Logo work shirts. Supervisor Collections.        |
| 10/30/2023 | 865927 | Creative Monograms    | Wastewater     | \$ 70.00     | High Visibility T-Shirts                                           |
| 10/30/2023 | 865927 | Creative Monograms    | Wastewater     | \$ 70.00     | High Visibility T-shirts                                           |
| 10/30/2023 | 865927 | Creative Monograms    | Wastewater     | \$ 1,514.50  | Winter Gear DC                                                     |
| 10/30/2023 | 865927 | Creative Monograms    | Water          | \$ 70.00     | High Visibility T-Shirts                                           |
| 10/30/2023 | 865927 | Creative Monograms    | Water          | \$ 70.00     | High Visibility T-shirts                                           |
| 10/30/2023 | 865927 | Creative Monograms    | Water          | \$ 1,514.50  | Winter Gear DC                                                     |
| 10/30/2023 | 865929 | Dakota Supply Group   | Wastewater     | \$ 369.50    | parts for sewer Project PBS035                                     |
| 10/30/2023 | 865929 | Dakota Supply Group   | Water          | \$ 268.23    | 17 OPERATING NUT W/O SHIELD SP-W17                                 |
| 10/30/2023 | 865929 | Dakota Supply Group   | Water          | \$ 61.76     | 3/4" STIFFENERS - CTS PE INSERTS SS                                |
| 10/30/2023 | 865929 | Dakota Supply Group   | Water          | \$ 37.24     | 3/4" X 100' POLY PIPE - SDR9 CTS 250#                              |
| 10/30/2023 | 865929 | Dakota Supply Group   | Water          | \$ 552.46    | 8" X 10" CI-FC REPAIR CLAMP - F1-939 X 10-SH                       |
| 10/30/2023 | 865929 | Dakota Supply Group   | Water          | \$ 1,922.31  | 8" X 15" CI-FC REPAIR CLAMP - F1-939 X 15-SH                       |
| 10/30/2023 | 865929 | Dakota Supply Group   | Water          | \$ 265.85    | BLUE MARKING PAINT P/N: 111-090-00140                              |
| 10/30/2023 | 865929 | Dakota Supply Group   | Water          | \$ 66.46     | CLOUD WHITE MARKING PAINT                                          |
| 10/30/2023 | 865929 | Dakota Supply Group   | Water          | \$ 265.85    | MARKING PAINT GREEN - GREEN SPRAYON #3631                          |
| 10/30/2023 | 865933 | Deq Support Service   | Water          | \$ 65,744.00 | community connection fee                                           |
| 10/30/2023 | 865934 | Development 55        | Gas Tax        | \$ 98,769.58 | Water/Sewer Extension from East Lane to                            |
| 10/30/2023 | 865935 | Dick Anderson Const   | Water          | \$ 8,190.00  | WO 19-42 West End Water Treatment Plant Project Preconstruction    |
| 10/30/2023 | 865938 | DOWL                  | Storm Sewer    | \$ 5,770.00  | WO 20-24 West End Storm System Improvements                        |
| 10/30/2023 | 865938 | DOWL                  | Wastewater     | \$ 31,584.02 | WO 22-01 Schedules 1 & 2: Water & Sanitary Sewer Main Replacements |
| 10/30/2023 | 865938 | DOWL                  | Water          | \$ 27,352.38 | WO 22-01 Schedules 1 & 2: Water & Sanitary Sewer Main Replacements |

| Check Date | Check# | Name                    | Fund Name      | Amount        | Item Desc                                                        |
|------------|--------|-------------------------|----------------|---------------|------------------------------------------------------------------|
| 10/30/2023 | 865938 | DOWL                    | Water          | \$ 2,090.70   | WO 23-01 2023 Water and Sewer Main Replacement                   |
| 10/30/2023 | 865938 | DOWL                    | Water          | \$ 39,619.84  | WO24-01 Contract 1: 2024 Water Main Replacement                  |
| 10/30/2023 | 865941 | Empire Garage Owner     | Parking        | \$ 8,699.59   | City of Billings October Assessment                              |
| 10/30/2023 | 865942 | Energy Lab              | Wastewater     | \$ 1,074.00   | Outfall Analysis                                                 |
| 10/30/2023 | 865942 | Energy Lab              | Wastewater     | \$ 204.00     | Work Order # 23090879, sample analysis                           |
| 10/30/2023 | 865942 | Energy Lab              | Wastewater     | \$ 345.00     | Work Order # B23091924, sample analysis                          |
| 10/30/2023 | 865942 | Energy Lab              | Wastewater     | \$ 433.00     | Work Order # B23092141, sample analysis                          |
| 10/30/2023 | 865942 | Energy Lab              | Wastewater     | \$ 898.00     | Work Order # B23092363, sample analysis                          |
| 10/30/2023 | 865942 | Energy Lab              | Wastewater     | \$ 207.00     | Work Order # B23092501. sample analysis                          |
| 10/30/2023 | 865946 | Fisher Sand & Gravel    | Street/Traffic | \$ 1,824.06   | inv#8630asphalt                                                  |
| 10/30/2023 | 865946 | Fisher Sand & Gravel    | Street/Traffic | \$ 386.36     | inv#8631asphalt                                                  |
| 10/30/2023 | 865946 | Fisher Sand & Gravel    | Street/Traffic | \$ 3,206.94   | inv#8632asphalt                                                  |
| 10/30/2023 | 865946 | Fisher Sand & Gravel    | Street/Traffic | \$ 2,497.44   | inv#8633asphalt                                                  |
| 10/30/2023 | 865946 | Fisher Sand & Gravel    | Street/Traffic | \$ 518.58     | inv#8634asphalt                                                  |
| 10/30/2023 | 865946 | Fisher Sand & Gravel    | Street/Traffic | \$ 2,415.45   | inv#8635asphalt                                                  |
| 10/30/2023 | 865946 | Fisher Sand & Gravel    | Street/Traffic | \$ 64.50      | inv#8636asphalt                                                  |
| 10/30/2023 | 865946 | Fisher Sand & Gravel    | Street/Traffic | \$ 292.83     | inv#8637asphalt                                                  |
| 10/30/2023 | 865946 | Fisher Sand & Gravel    | Water          | \$ 702.16     | fill sand for roads                                              |
| 10/30/2023 | 865947 | Flying S Title & Escrow | CDBG           | \$ 47,630.05  | Foreclosure Acquisition / Rehabilitation Program                 |
| 10/30/2023 | 865947 | Flying S Title & Escrow | CDBG           | \$ 225,408.22 | Foreclosure Acquisition / Rehabilitation Program                 |
| 10/30/2023 | 865950 | Gaynor's Auto Body      | Property Ins   | \$ 4,292.81   | Repairs to BPD Car #1553 #2023-124                               |
| 10/30/2023 | 865949 | Gaynor's Auto Body      | Property Ins   | \$ 6,726.22   | Repairs to BPD Car 1518 #2023-114                                |
| 10/30/2023 | 865952 | Good Earth Works        | Park Dist 1    | \$ 204,305.61 | WO 23-32 Gorham Park Irrigation System Replacement               |
| 10/30/2023 | 865959 | Hardrives Const         | St Maint Dist  | \$ 29,234.99  | Retainage Release FINAL                                          |
| 10/30/2023 | 865962 | Hawkins                 | Water          | \$ 29,671.66  | coagulant for process                                            |
| 10/30/2023 | ACH    | HDR                     | Solid Waste    | \$ 1,749.10   | WO 22-37 Landfill Drop-off Bldg Repairs                          |
| 10/30/2023 | ACH    | HDR                     | Solid Waste    | \$ 14,147.84  | WO 23-16 Landfill Scale Addition, Professional Services Contract |
| 10/30/2023 | ACH    | HDR                     | Wastewater     | \$ 100,025.75 | Retainage Release 3 Final                                        |
| 10/30/2023 | ACH    | HDR                     | Wastewater     | \$ 19,876.05  | WO 20-44 WRF Nutrient Recovery Improvements Project              |
| 10/30/2023 | ACH    | HDR                     | Wastewater     | \$ 6,554.66   | WO 23-38 Sahara Sands Lift Station                               |
| 10/30/2023 | ACH    | HDR                     | Water          | \$ 4,478.61   | Retainage Release 3 Final                                        |
| 10/30/2023 | ACH    | HDR                     | Water          | \$ 10,265.51  | Retainage Release Final                                          |
| 10/30/2023 | ACH    | HDR                     | Water          | \$ 6,345.54   | WO 18-23 Water Master Plan Update                                |
| 10/30/2023 | ACH    | HDR                     | Water          | \$ 125,784.14 | WO 19-12 West End Reservoir; Payment 54                          |

| Check Date | Check# | Name                | Fund Name      | Amount       | Item Desc                                                          |
|------------|--------|---------------------|----------------|--------------|--------------------------------------------------------------------|
| 10/30/2023 | ACH    | HDR                 | Water          | \$ 15,071.63 | WO 23-12 Zone 4 Pump Station & Waterline Improvements              |
| 10/30/2023 | ACH    | Jacobs Eng Group    | Gas Tax        | \$ 1,430.06  | Asset Management Program Project                                   |
| 10/30/2023 | ACH    | Jacobs Eng Group    | Light Maint    | \$ 1,430.06  | Asset Management Program Project                                   |
| 10/30/2023 | ACH    | Jacobs Eng Group    | Storm Sewer    | \$ 3,441.94  | Asset Management Program Project                                   |
| 10/30/2023 | ACH    | Jacobs Eng Group    | Street/Traffic | \$ 5,348.68  | Asset Management Program Project                                   |
| 10/30/2023 | ACH    | Jacobs Eng Group    | Wastewater     | \$ 11,699.80 | Asset Management Program Project                                   |
| 10/30/2023 | ACH    | Jacobs Eng Group    | Wastewater     | \$ 6,111.25  | WO 23-23 Briarwood H2S Mitigation                                  |
| 10/30/2023 | ACH    | Jacobs Eng Group    | Wastewater     | \$ 9,341.94  | WO 23-23 Briarwood H2S Mitigation.                                 |
| 10/30/2023 | ACH    | Jacobs Eng Group    | Water          | \$ 11,699.80 | Asset Management Program Project                                   |
| 10/30/2023 | ACH    | Joe Johnson Equip   | Fleet          | \$ 619.46    | P01247                                                             |
| 10/30/2023 | ACH    | Joe Johnson Equip   | Wastewater     | \$ 5,496.87  | P01255 - WATER TANK- unit #7912                                    |
| 10/30/2023 | 865976 | Kittelson & Assoc   | Planning       | \$ 11,029.24 | Professional Services through October 6, 2023                      |
| 10/30/2023 | 865977 | KLJ Engineering     | SID Const      | \$ 6,007.08  | SID 1425..Broso Park Drive and Gable Rd Traffic Signal Improvement |
| 10/30/2023 | 865977 | KLJ Engineering     | St Maint Dist  | \$ 6,007.08  | SID 1425..Broso Park Drive and Gable Rd Traffic Signal Improvement |
| 10/30/2023 | 865981 | L N Curtis & Sons   | Public Safety  | \$ 1,110.25  | 3049298SG PGI XLONG COBRA HOOD                                     |
| 10/30/2023 | 865981 | L N Curtis & Sons   | Public Safety  | \$ 81.00     | 8 LB SLEDGE                                                        |
| 10/30/2023 | 865981 | L N Curtis & Sons   | Public Safety  | \$ 130.04    | FREIGHT                                                            |
| 10/30/2023 | 865981 | L N Curtis & Sons   | Public Safety  | \$ 22,321.00 | GLOBE PANTS                                                        |
| 10/30/2023 | 865981 | L N Curtis & Sons   | Public Safety  | \$ 26,325.00 | G-Xtreme 3.0 Jacket Globe Custome                                  |
| 10/30/2023 | 865981 | L N Curtis & Sons   | Public Safety  | \$ (454.00)  | RETURNED IR299826, ELEVATOR KEY SET                                |
| 10/30/2023 | 865981 | L N Curtis & Sons   | Public Safety  | \$ 12.99     | SHIPPING                                                           |
| 10/30/2023 | 865990 | Midland Implement   | Solid Waste    | \$ 153.00    | Weed eater line/string. Landfill.                                  |
| 10/30/2023 | 865990 | Midland Implement   | Water          | \$ 5,655.00  | 215224001 - VENTRAC KIT- Unit # 7328                               |
| 10/30/2023 | 865990 | Midland Implement   | Water          | \$ 238.99    | Steering Cylinder repair for Stiener Mow                           |
| 10/30/2023 | 865992 | Miles Borges        | Water          | \$ 3,508.39  | 645 Grand Ave - West Entry Slab Repairs.                           |
| 10/30/2023 | 865998 | Morgan Contractors  | Water          | \$ 28,910.43 | Retainage Release                                                  |
| 10/30/2023 | 865999 | Morrison Maierle    | Wastewater     | \$ 10,472.96 | Retainage Release 2 FINAL                                          |
| 10/30/2023 | 865999 | Morrison Maierle    | Wastewater     | \$ 54,740.08 | WO 23-01 2023 Water/Sewer Replacement - Contract 2 Sewer           |
| 10/30/2023 | 865999 | Morrison Maierle    | Wastewater     | \$ 2,595.00  | WO 23-35 Hesper Sanitary Sewer Extension                           |
| 10/30/2023 | 865999 | Morrison Maierle    | Wastewater     | \$ 40,606.09 | WO 24-01 2024 Sewer Main Repl Project Engineer Service Agreement   |
| 10/30/2023 | 865999 | Morrison Maierle    | Water          | \$ 3,414.42  | Retainage Release 2 FINAL                                          |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport        | \$ 267.34    | 129 573 1000 1. Mud Wash. October 2023                             |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport        | \$ 26.80     | 160 723 3573 6. USDA. October 2023                                 |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport        | \$ 182.68    | 179 053 7751 5. New Concourse A. October 2023                      |

| Check Date | Check# | Name                | Fund Name     | Amount      | Item Desc                                                 |
|------------|--------|---------------------|---------------|-------------|-----------------------------------------------------------|
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport       | \$ 31.65    | 185 580 1000 7. TSA. October 2023                         |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport       | \$ 28.76    | 229 573 1000 0. Detail Bay 1 Hertz. October 2023          |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport       | \$ 71.45    | 23 116 0655 3. Alpine. October 2023                       |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport       | \$ 23.30    | 295 580 1000 4. Aero Interiors. October 2023              |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport       | \$ 25.25    | 329 573 1000 9. Detail Bay 3 Enterprise. October 2023     |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport       | \$ 29.53    | 429 573 1000 8. Detail Bay 4 Avis/Budget. October 2023    |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport       | \$ 25.25    | 529 573 1000 7. Detail Bay 5 Thrifty/Dollar. October 2023 |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport       | \$ 30.87    | 629 573 1000 6. Detail Bay 2 National/Alamo. October 2023 |
| 10/30/2023 | 865996 | MT Dakota Utilities | Airport       | \$ 444.15   | 889 373 1000 6. Car Wash. October 2023                    |
| 10/30/2023 | 865996 | MT Dakota Utilities | Engineering   | \$ 170.00   | 595 373 1000 1                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Facilities    | \$ 341.89   | 130 733 1000 8                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Facilities    | \$ 612.07   | 375 963 4481 4                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Facilities    | \$ 1,413.07 | 757 633 1000 2                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Facilities    | \$ 1,118.60 | 929 780 1000 4                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Facilities    | \$ 1,772.86 | 989 733 1000 0                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Facilities    | \$ 120.80   | 993 733 1000 4                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | General       | \$ 65.71    | 061 943 1000 6                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | General       | \$ 64.59    | 437 780 1000 9                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | General       | \$ 74.61    | 571 295 3342 8                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | General       | \$ 44.26    | 927 890 1000 3                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Library       | \$ 1,758.46 | 219 924 4851 0                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | P.W. Admin    | \$ 42.51    | 595 373 1000 1                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Park Dist 1   | \$ 25.09    | 371 101 1000 6                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Parking       | \$ 37.49    | 303 725 2591 2                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Parking       | \$ 24.03    | 717 353 1000 6                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Parking       | \$ 25.98    | 799 152 1209 0                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Public Safety | \$ 24.03    | 062 907 9494 7                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Public Safety | \$ 554.70   | 169 233 1000 3                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Public Safety | \$ 87.09    | 442 190 1000 4                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Public Safety | \$ 24.03    | 514 117 0478 9                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Public Safety | \$ 173.34   | 533 653 1000 1                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Public Safety | \$ 72.01    | 602 589 7178 1                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Public Safety | \$ 177.94   | 885 880 1000 4                                            |
| 10/30/2023 | 865995 | MT Dakota Utilities | Solid Waste   | \$ 6.64     | 11132023                                                  |

| Check Date | Check# | Name                | Fund Name        | Amount       | Item Desc                                                 |
|------------|--------|---------------------|------------------|--------------|-----------------------------------------------------------|
| 10/30/2023 | 865995 | MT Dakota Utilities | Solid Waste      | \$ 3,389.95  | 11132023                                                  |
| 10/30/2023 | 865996 | MT Dakota Utilities | Solid Waste      | \$ 85.74     | 284 225 1320 1                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Solid Waste      | \$ 98.08     | 602 680 9335 2                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Solid Waste      | \$ 680.37    | 770 390 1000 2                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Transit          | \$ 288.50    | 962 880 1000 0                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Wastewater       | \$ 1,876.96  | 293 780 1000 2                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Wastewater       | \$ 3,753.92  | 293 780 1000 2                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Wastewater       | \$ 1,876.96  | 293 780 1000 2                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Wastewater       | \$ 91.00     | 310 490 1000 7                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Wastewater       | \$ 30.39     | 410 490 1000 6                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Wastewater       | \$ 73.36     | 735 453 1000 2                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Wastewater       | \$ 67.63     | 868 563 1000 7                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 60.71     | 010 490 1000 0                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 73.36     | 076 225 9180 3                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 23.13     | 110 490 1000 9                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 22.53     | 209 077 5055 6                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 41.71     | 210 490 1000 8                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 273.02    | 310 490 1000 7                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 91.15     | 410 490 1000 6                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 529.28    | 500 490 1000 7                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 23.13     | 510 490 1000 5                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 22.53     | 527 033 1000 4                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 24.48     | 566 923 1000 8                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 11.26     | 600 490 1000 6                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 11.27     | 600 490 1000 6                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 22.53     | 610 490 1000 4                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 22.53     | 666 923 1000 7                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 116.11    | 700 490 1000 5                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 95.55     | 800 490 1000 4                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 22.53     | 832 001 1000 1                                            |
| 10/30/2023 | 865996 | MT Dakota Utilities | Water            | \$ 245.97    | 900 490 1000 3                                            |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Arterial Streets | \$ 10,957.85 | WO 09-12 Inner Belt Loop Northwest Billings Connector     |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Facilities       | \$ 50.50     | Monthly Maintenance and Repair at the Stillwater Building |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Gas Tax          | \$ 526.22    | WO 23-02 Missing Sidewalk Project; Schedule 3             |

| Check Date | Check# | Name                | Fund Name      | Amount      | Item Desc                                                            |
|------------|--------|---------------------|----------------|-------------|----------------------------------------------------------------------|
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Gas Tax        | \$ -        | WO 23-02 Missing Sidewalk Project; Schedule 4                        |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Gas Tax        | \$ -        | WO 23-02 Missing Sidewalk Project; Schedule 5                        |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Gas Tax        | \$ -        | WO 23-02 Missing Sidewalk Project; Schedule 6                        |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Park Dist 1    | \$ 2,063.69 | WO 23-32 Gorham Park Irrigation System Replacement                   |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Sidewalk Const | \$ 13.00    | WO 23-02 Missing Sidewalk Project; Schedule 3                        |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Sidewalk Const | \$ -        | WO 23-02 Missing Sidewalk Project; Schedule 4                        |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Sidewalk Const | \$ -        | WO 23-02 Missing Sidewalk Project; Schedule 5                        |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Sidewalk Const | \$ -        | WO 23-02 Missing Sidewalk Project; Schedule 6                        |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Solid Waste    | \$ 1,000.00 | Retainage Release 2                                                  |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | St Maint Dist  | \$ 295.30   | Retainage Release FINAL                                              |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Tax Incrmnt S  | \$ 4,522.83 | WO 23-26 Sbura Gravel Streets, Phase II                              |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Trl Donate     | \$ 3,081.81 | WO 21-38 Warren Trans_Weave Const Contract                           |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Wastewater     | \$ 250.00   | WO 22-14 WRF Admin AHU Modifications                                 |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Wastewater     | \$ -        | WO 23-01 2023 Sewer Main Replacement; Zone 1A-Open Cut Princeton Ave |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Wastewater     | \$ -        | WO 23-01 2023 Sewer Main Replacement; Zone 2, Ponderosa Dr Area      |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Wastewater     | \$ 1,554.55 | WO 23-01 2023 Sewer Main Replacement; Zone 3B-Trenchless Burlington  |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Wastewater     | \$ 3,766.88 | WO 23-01 2023 Sewer Main Replacement; Zone 4, Montana Ave Area       |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Wastewater     | \$ 1,141.74 | WO 23-01 2023 Sewer Main Replacement; Zone 5..1st Ave South Area     |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Water          | \$ 292.02   | Retainage Release                                                    |
| 10/30/2023 | 866001 | MT Dept Rev-CGR2    | Water          | \$ -        | WO 23-01 Zone 6 Water Main Replacement                               |
| 10/30/2023 | 866005 | NearMap US          | General        | \$ 2,500.00 | Imagery for GIS -Ortho Imagery and Oblique Imagery -Code Enforcement |
| 10/30/2023 | 866005 | NearMap US          | Planning       | \$ 2,500.00 | Imagery for GIS -Ortho Imagery and Oblique Imagery -Planning         |
| 10/30/2023 | 866005 | NearMap US          | SID Const      | \$ 1,342.86 | WO 24-10: Street Reconstructs                                        |
| 10/30/2023 | 866005 | NearMap US          | SID Const      | \$ 1,342.86 | WO 24-10: Street Reconstructs                                        |
| 10/30/2023 | 866005 | NearMap US          | St Maint Dist  | \$ 1,342.86 | WO 24-10: Street Reconstructs                                        |
| 10/30/2023 | 866005 | NearMap US          | Storm Sewer    | \$ 1,342.85 | WO 24-10: Street Reconstructs                                        |
| 10/30/2023 | 866005 | NearMap US          | Wastewater     | \$ 1,342.86 | WO 24-10: Street Reconstructs                                        |
| 10/30/2023 | 866005 | NearMap US          | Wastewater     | \$ 1,342.86 | WO 24-10: Street Reconstructs                                        |
| 10/30/2023 | 866005 | NearMap US          | Water          | \$ 1,342.85 | WO 24-10: Street Reconstructs                                        |
| 10/30/2023 | 866006 | Norco               | Solid Waste    | \$ 141.33   | Welding cutting torch. Landfill.                                     |
| 10/30/2023 | 866006 | Norco               | Wastewater     | \$ 2,608.20 | electrical supplies. gas monitors for t                              |
| 10/30/2023 | 866008 | NorthWestern Energy | Airport        | \$ 454.24   | 0712792-1. IP-7. October 2023                                        |
| 10/30/2023 | 866008 | NorthWestern Energy | Airport        | \$ 1,117.23 | 0712800-2. IP-9. October 2023                                        |
| 10/30/2023 | 866008 | NorthWestern Energy | Airport        | \$ 138.73   | 0712809-3. IP-11 Alpine. October 2023                                |

| Check Date | Check# | Name                | Fund Name   | Amount      | Item Desc                |
|------------|--------|---------------------|-------------|-------------|--------------------------|
| 10/30/2023 | 866008 | NorthWestern Energy | Engineering | \$ 1,079.58 | 1741314-7                |
| 10/30/2023 | 866008 | NorthWestern Energy | Engineering | \$ 50.94    | Depot parking lot lights |
| 10/30/2023 | 866008 | NorthWestern Energy | Facilities  | \$ 7,906.38 | 0100507-3                |
| 10/30/2023 | 866008 | NorthWestern Energy | Facilities  | \$ 8,438.66 | 3927205-9                |
| 10/30/2023 | 866008 | NorthWestern Energy | General     | \$ 1,571.65 | 0100506-5                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 6.00     | 0722237-5                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 6.15     | 0722247-4                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 227.20   | 0722251-6                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 107.80   | 0722255-7                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 343.51   | 0722257-3                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 275.85   | 0722260-7                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 21.77    | 0722261-5                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 11.88    | 0722262-3                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 10.10    | 0722263-1                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 72.29    | 0722265-6                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 167.60   | 0722266-4                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 9.30     | 0722268-0                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 19.01    | 0722269-8                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 12.55    | 0722292-0                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 36.60    | 0722293-8                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 12.28    | 0722905-7                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 111.44   | 0722933-9                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ -        | 0723027-9                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 97.47    | 0723035-2                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 6.76     | 0723036-0                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 191.64   | 0723037-8                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ -        | 0723038-6                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 39.96    | 0723042-8                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 169.87   | 0723044-4                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 89.13    | 0723048-5                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 89.98    | 0723050-1                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 10.90    | 0723051-9                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ -        | 0723052-7                |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1 | \$ 440.42   | 0723054-3                |

| Check Date | Check# | Name                | Fund Name        | Amount        | Item Desc                                     |
|------------|--------|---------------------|------------------|---------------|-----------------------------------------------|
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1      | \$ 67.97      | 0723055-0                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1      | \$ 43.02      | 0723056-8                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1      | \$ 8.30       | 0723057-6                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1      | \$ 35.08      | 0723058-4                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1      | \$ 8.70       | 0723090-7                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1      | \$ 6.00       | 0723162-4                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1      | \$ 643.74     | 0723170-7                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Park Dist 1      | \$ 27.72      | 0789437-1                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Parking          | \$ 354.90     | 0720829-1                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Parking          | \$ 1,958.95   | 0720834-1                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Parking          | \$ 1,296.80   | 1569636-2                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Parking          | \$ 1,401.68   | 1594282-4                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Parking          | \$ 102.95     | 3279035-4                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Parks Maint      | \$ 286.51     | 1059093-3                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Public Safety    | \$ 1,758.77   | 0100476-1 FIRE 1 & 6 ELECTRIC SERVICE, FY2024 |
| 10/30/2023 | 866008 | NorthWestern Energy | Public Safety    | \$ 311.32     | 1984150-1                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Public Safety    | \$ 434.08     | 1984155-0                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Public Safety    | \$ 2,956.33   | 3448739-7                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Radio            | \$ 218.01     | 0721580-9                                     |
| 10/30/2023 | 866009 | NorthWestern Energy | Stillwater Const | \$ 26,504.00  | Alley Overhead Power Work at 316 N 26th St    |
| 10/30/2023 | 866008 | NorthWestern Energy | Street/Traffic   | \$ 6.00       | 0723645-8                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Transit          | \$ 245.70     | 1784756-7                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Wastewater       | \$ 1,869.89   | 0100606-3                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Water            | \$ 10,682.38  | 0100540-4                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Water            | \$ 142,111.62 | 0100606-3                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Water            | \$ 5,609.67   | 0100606-3                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Water            | \$ 1,403.35   | 0722252-4                                     |
| 10/30/2023 | 866008 | NorthWestern Energy | Water            | \$ 5,320.40   | 0723043-6                                     |
| 10/30/2023 | 866016 | Public Utilities    | Park Dist 1      | \$ 1,222.93   | 180092                                        |
| 10/30/2023 | 866016 | Public Utilities    | Parks Maint      | \$ 527.02     | 136082                                        |
| 10/30/2023 | 866016 | Public Utilities    | Parks Maint      | \$ 7.75       | 136087                                        |
| 10/30/2023 | 866016 | Public Utilities    | Parks Maint      | \$ 1,620.71   | 136090                                        |
| 10/30/2023 | 866016 | Public Utilities    | Parks Maint      | \$ 4,655.19   | 136091                                        |
| 10/30/2023 | 866016 | Public Utilities    | Parks Maint      | \$ 4,983.08   | 136092                                        |

| Check Date | Check# | Name                  | Fund Name        | Amount          | Item Desc                                                 |
|------------|--------|-----------------------|------------------|-----------------|-----------------------------------------------------------|
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 5,478.28     | 136093                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 5,759.39     | 136096                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 7,275.52     | 136103                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 3,101.77     | 136108                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 11.26        | 136111                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 35.82        | 136115                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 692.80       | 148074                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 1,442.97     | 148398                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 404.22       | 148423                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 2,205.31     | 148654                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 2,205.31     | 148654                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 243.40       | 148702                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 784.90       | 158252                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 145.16       | 163944                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 3,591.52     | 164211                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 5,273.88     | 164212                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 2,604.43     | 166674                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 1,486.95     | 168362                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 2,628.99     | 175850                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 686.66       | 176577                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 48.10        | 177710                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 16.22        | 179987                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 1,484.86     | 180090                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 366.20       | 180091                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 237.26       | 187900                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 11.26        | 192352                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 403.04       | 201942                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Parks Maint      | \$ 4,403.45     | 242652                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Solid Waste      | \$ 17.45        | 273982                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Solid Waste      | \$ 18.75        | 273983                                                    |
| 10/30/2023 | 866016 | Public Utilities      | Wastewater       | \$ 2,685.60     | 111176                                                    |
| 10/30/2023 | 866018 | Reliable Mechanical   | Facilities       | \$ 4,999.50     | Monthly Maintenance and Repair at the Stillwater Building |
| 10/30/2023 | 866020 | Rimrock Foundation    | PD Program       | \$ 86,983.62    | Qtr Ending 9-30-23 COSSAP Grant Expenses.                 |
| 10/30/2023 | 866021 | Riverside Contracting | Arterial Streets | \$ 1,084,827.46 | Inner Belt Loop Northwest Billings Connector              |

| Check Date | Check# | Name               | Fund Name        | Amount       | Item Desc                                                       |
|------------|--------|--------------------|------------------|--------------|-----------------------------------------------------------------|
| 10/30/2023 | 866023 | S & S Machine      | Water            | \$ 5,720.00  | Motor Repair for L1-P2                                          |
| 10/30/2023 | 866023 | S & S Machine      | Water            | \$ 25,990.00 | Repair of Low Service Pump L1-P2                                |
| 10/30/2023 | 866024 | Sanderson Stewart  | Arterial Streets | \$ 48,757.97 | WO 09-12 Inner Belt Loop - Sch 1 - Northwest Billings Connector |
| 10/30/2023 | 866024 | Sanderson Stewart  | Arterial Streets | \$ 39,486.50 | WO 09-12 Inner Belt Loop - Sch 1 - Northwest Billings Connector |
| 10/30/2023 | 866024 | Sanderson Stewart  | Gas Tax          | \$ -         | WO 09-12 Inner Belt Loop - Sch 1 - Northwest Billings Connector |
| 10/30/2023 | 866024 | Sanderson Stewart  | Gas Tax          | \$ -         | WO 09-12 Inner Belt Loop - Sch 1 - Northwest Billings Connector |
| 10/30/2023 | 866024 | Sanderson Stewart  | Tax Incrmnt N27  | \$ 1,052.00  | WO 23-09 5th Ace Corridor - Phase 1 Preliminary Design          |
| 10/30/2023 | 866024 | Sanderson Stewart  | Tax Incrmnt S    | \$ 47,180.91 | WO 21-42 SBURA Streets improvements, Phase 1                    |
| 10/30/2023 | 866024 | Sanderson Stewart  | Trl Donate       | \$ 35,305.00 | WO 21-38 Skyline Trail (Marathon Loop) Schedule II              |
| 10/30/2023 | 866024 | Sanderson Stewart  | Trl Donate       | \$ 39,805.50 | WO 21-38 Skyline Trail (Marathon Loop) Schedule II              |
| 10/30/2023 | 866029 | SHI International  | General          | \$ 2,233.65  | Court G1 to G3 Upgrades                                         |
| 10/30/2023 | 866029 | SHI International  | General          | \$ 160.00    | G1 to G3 upgrade HR -Pete Byorth                                |
| 10/30/2023 | 866029 | SHI International  | IT Resources     | \$ 281.10    | 10 total G1 to G3 Upgrades                                      |
| 10/30/2023 | 866029 | SHI International  | IT Resources     | \$ 2,257.40  | G1 to G3 -Env. Affairs -Mooer, SpitzerG1 to G3 PD               |
| 10/30/2023 | 866029 | SHI International  | IT Resources     | \$ 327.23    | MS Visual Studio Pro 2022 -Chandra -IT                          |
| 10/30/2023 | 866029 | SHI International  | Public Safety    | \$ 160.00    | G1 to G3 -Env. Affairs -Mooer, SpitzerG1 to G3 PD               |
| 10/30/2023 | 866029 | SHI International  | Public Safety    | \$ 298.00    | O365 Swing BC G3 licenseJoe Goe email only                      |
| 10/30/2023 | 866029 | SHI International  | Street/Traffic   | \$ 750.00    | Streets -Signs and Robert Maresck and Steve Ness                |
| 10/30/2023 | 866029 | SHI International  | Wastewater       | \$ 320.00    | G1 to G3 -Env. Affairs -Mooer, SpitzerG1 to G3 PD               |
| 10/30/2023 | 866030 | Sierra Container   | Solid Waste      | \$ 41,918.00 | Encumbrance per OMNIA Partners Contract                         |
| 10/30/2023 | 866030 | Sierra Container   | Solid Waste      | \$ 3,079.00  | Shipping/Freight                                                |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 1,129.73  | 161067                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 1,129.73  | 161068                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 51.88     | 161078                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 104.24    | 161078                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 33.84     | 161078                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 190.36    | 161078                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 177.16    | 161145                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 39.13     | 161145                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 490.64    | 161150                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 386.82    | 161150                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 86.66     | 161150                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 447.86    | 161150                                                          |
| 10/30/2023 | 866031 | Solid Waste System | Fleet            | \$ 18.49     | 161156                                                          |

| Check Date | Check# | Name                 | Fund Name      | Amount       | Item Desc                                                    |
|------------|--------|----------------------|----------------|--------------|--------------------------------------------------------------|
| 10/30/2023 | 866031 | Solid Waste System   | Fleet          | \$ 839.20    | 161156                                                       |
| 10/30/2023 | 866031 | Solid Waste System   | Fleet          | \$ 367.60    | 161156                                                       |
| 10/30/2023 | 866031 | Solid Waste System   | Fleet          | \$ 5,284.88  | 161256                                                       |
| 10/30/2023 | 866031 | Solid Waste System   | Fleet          | \$ 52.26     | 161256                                                       |
| 10/30/2023 | 866031 | Solid Waste System   | Fleet          | \$ 616.32    | 0161583-IN                                                   |
| 10/30/2023 | 866033 | St V's Occupational  | Airport        | \$ 285.00    | September 2023 Drug Testing/On-Site Nursing/DOT Physicals    |
| 10/30/2023 | 866033 | St V's Occupational  | City Ins Fund  | \$ 720.00    | September 2023 Drug Testing/On-Site Nursing/DOT Physicals    |
| 10/30/2023 | 866033 | St V's Occupational  | Fleet          | \$ 335.00    | September 2023 Drug Testing/On-Site Nursing/DOT Physicals    |
| 10/30/2023 | 866033 | St V's Occupational  | General        | \$ 965.00    | September 2023 Drug Testing/On-Site Nursing/DOT Physicals    |
| 10/30/2023 | 866033 | St V's Occupational  | Park Dist 1    | \$ 95.00     | September 2023 Drug Testing/On-Site Nursing/DOT Physicals    |
| 10/30/2023 | 866033 | St V's Occupational  | Public Safety  | \$ 45.00     | September 2023 Drug Testing/On-Site Nursing/DOT Physicals    |
| 10/30/2023 | 866033 | St V's Occupational  | Solid Waste    | \$ 245.00    | September 2023 Drug Testing/On-Site Nursing/DOT Physicals    |
| 10/30/2023 | 866033 | St V's Occupational  | Street/Traffic | \$ 475.00    | September 2023 Drug Testing/On-Site Nursing/DOT Physicals    |
| 10/30/2023 | 866033 | St V's Occupational  | Transit        | \$ 360.00    | September 2023 Drug Testing/On-Site Nursing/DOT Physicals    |
| 10/30/2023 | 866033 | St V's Occupational  | Water          | \$ 199.00    | September 2023 Drug Testing/On-Site Nursing/DOT Physicals    |
| 10/30/2023 | 866034 | Stahly Engineering   | Facilities     | \$ 3,773.50  | Billings Operations Center Pavement Assessment               |
| 10/30/2023 | 866035 | Star Service         | Wastewater     | \$ 24,750.00 | WO 22-14 WRF Admin AHU Modifications                         |
| 10/30/2023 | 866036 | Steves Install       | CDBG           | \$ 35,345.00 | North Park Restroom Site Preparation / CDBG                  |
| 10/30/2023 | 866041 | Swank Enterprises    | Solid Waste    | \$ 99,000.00 | Retainage Release 2                                          |
| 10/30/2023 | 866045 | Terracon Consultants | Gas Tax        | \$ 2,488.20  | WO 23-03 materials Testing                                   |
| 10/30/2023 | 866045 | Terracon Consultants | Gas Tax        | \$ 730.05    | WO 23-17 and WO 23-02 Materials Testing                      |
| 10/30/2023 | 866045 | Terracon Consultants | Sidewalk Const | \$ 447.45    | WO 23-17 and WO 23-02 Materials Testing                      |
| 10/30/2023 | 866045 | Terracon Consultants | St Maint Dist  | \$ 7,081.80  | WO 23-03 materials Testing                                   |
| 10/30/2023 | 866045 | Terracon Consultants | St Maint Dist  | \$ 300.00    | WO 23-17 and WO 23-02 Materials Testing                      |
| 10/30/2023 | 866045 | Terracon Consultants | Storm Sewer    | \$ 325.00    | WO 23-17 and WO 23-02 Materials Testing                      |
| 10/30/2023 | 866046 | Terri Porta Fine Art | Planning       | \$ 4,000.00  | Terri Porta Fine Art - Artist in Residence Healthy By Design |
| 10/30/2023 | 866048 | Tire-Rama            | Solid Waste    | \$ 4,482.50  | Tire dismount and spin on/off. Collections.                  |
| 10/30/2023 | 866048 | Tire-Rama            | Solid Waste    | \$ 4,075.00  | Tire repair and mount. Collections.                          |
| 10/30/2023 | 866048 | Tire-Rama            | Solid Waste    | \$ 3,942.70  | Tire repair and purchase. Collections.                       |
| 10/30/2023 | ACH    | Town & Co Supply     | Fleet          | \$ 17,965.94 | 440210                                                       |
| 10/30/2023 | ACH    | Town & Co Supply     | Fleet          | \$ 6,459.65  | 440210                                                       |
| 10/30/2023 | ACH    | Town & Co Supply     | Fleet          | \$ 8,186.88  | 440210                                                       |
| 10/30/2023 | ACH    | Town & Co Supply     | Fleet          | \$ 4.43      | 440210                                                       |
| 10/30/2023 | ACH    | Town & Co Supply     | Fleet          | \$ 8,684.18  | 440210                                                       |

| Check Date | Check# | Name                  | Fund Name        | Amount        | Item Desc                                                   |
|------------|--------|-----------------------|------------------|---------------|-------------------------------------------------------------|
| 10/30/2023 | ACH    | Town & Co Supply      | Public Safety    | \$ 1,285.77   | 441049 FIRE 7 - DIESEL                                      |
| 10/30/2023 | ACH    | Town & Co Supply      | Public Safety    | \$ 897.28     | 441050 FIRE 5 - UNLEADED                                    |
| 10/30/2023 | ACH    | Town & Co Supply      | Public Safety    | \$ 857.18     | 441050 FIRE 5 DIESEL                                        |
| 10/30/2023 | ACH    | Town & Co Supply      | Public Safety    | \$ 964.33     | 441051 FIRE 1 - DIESEL                                      |
| 10/30/2023 | ACH    | Town & Co Supply      | Public Safety    | \$ 1,196.37   | 441051 FIRE 1 - UNLEADED                                    |
| 10/30/2023 | 866060 | W Municipal Const     | Wastewater       | \$ -          | WO 23-01 2023 Sewer Main Replacement; Zone 1A               |
| 10/30/2023 | 866060 | W Municipal Const     | Wastewater       | \$ -          | WO 23-01 2023 Sewer Main Replacement; Zone 2                |
| 10/30/2023 | 866060 | W Municipal Const     | Wastewater       | \$ 372,920.62 | WO 23-01 2023 Sewer Main Replacement; Zone 4                |
| 10/30/2023 | 866060 | W Municipal Const     | Wastewater       | \$ 113,032.26 | WO 23-01 2023 Sewer Main Replacement; Zone 5                |
| 10/30/2023 | 866060 | W Municipal Const     | Wastewater       | \$ 153,900.45 | WO 23-01 2023 Sewer Main Replacement;Zone 3B                |
| 10/30/2023 | 866060 | W Municipal Const     | Water            | \$ -          | WO 23-01 2023 Sewer Main Replacement;Zone 6                 |
| 10/30/2023 | 866057 | Warren Transport      | Trl Donate       | \$ 305,098.75 | WO 21-38 Schedule II Skyline Trail                          |
| 10/30/2023 | ACH    | Wastequip             | Solid Waste      | \$ 17,024.00  | Encumbrance per Sourcewell Contract                         |
| 10/30/2023 | ACH    | Wastequip             | Solid Waste      | \$ 51,681.00  | Encumbrance per Sourcewell Contract                         |
| 10/30/2023 | ACH    | Wastequip             | Solid Waste      | \$ 2,151.99   | Shipping.                                                   |
| 10/30/2023 | ACH    | Wastequip             | Solid Waste      | \$ 8,607.96   | Shipping.                                                   |
| 10/30/2023 | 866062 | Xylem Water Solution  | Wastewater       | \$ 8,561.70   | New Pump for LS00011                                        |
| 10/30/2023 | 866064 | Ylwstn Co Finance     | Building         | \$ 7,130.79   | Miller Building; Building Division; November, 2023 Rent     |
| 10/30/2023 | 866064 | Ylwstn Co Finance     | CDBG             | \$ 5,545.88   | Miller Building; Community Development; November, 2023 Rent |
| 10/30/2023 | 866064 | Ylwstn Co Finance     | General          | \$ 2,218.99   | Miller Building; Code Enforcement; November, 2023 Rent      |
| 10/30/2023 | 866064 | Ylwstn Co Finance     | Planning         | \$ 4,750.50   | Miller Building; Planning Dept.; November, 2032 Rent        |
| 10/30/2023 | 866065 | Ylwstn Co Sheriff     | PD Program       | \$ 4,000.00   | Reimbursement of HIDTA Expenses for Qtr Ending 9/30/2023    |
| 10/30/2023 | 866065 | Ylwstn Co Sheriff     | PD Program       | \$ 5,721.03   | Reimbursement of HIDTA Expenses for Qtr Ending 9/30/2023    |
| 10/30/2023 | 866066 | Ylwstn Electric       | Airport          | \$ 8,962.74   | Terminal Fire Alarm Upgrade                                 |
| 10/30/2023 | 866067 | Ylwstn Val An Shelter | Public Safety    | \$ 27,025.00  | july contract. only just now received                       |
| 10/30/2023 | 866067 | Ylwstn Val An Shelter | Public Safety    | \$ 20,797.00  | yvas contract-october                                       |
| 10/30/2023 | 866067 | Ylwstn Val An Shelter | Public Safety    | \$ 300.00     | yvas contract-over 10 animals                               |
| 10/30/2023 | 866068 | Ylwstn Val Elec       | Arterial Streets | \$ 5,100.00   | WO 23-10 Estimated Const Prepayment - Si                    |
| 10/30/2023 | 866068 | Ylwstn Val Elec       | Public Safety    | \$ 625.31     | 4179013 FIRE 7 ELECTRIC SERVICE                             |
| 10/30/2023 | 866068 | Ylwstn Val Elec       | Radio            | \$ 162.11     | RADIO TOWER SITES: LANDFILL                                 |

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Joint Public Hearing and Resolution for Annexation 23-09  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-23-00168

**RECOMMENDATION**

Staff recommends the City Council hold a joint public hearing on the annexation and concurrent zone change. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

Note\* Although the Council is conducting a joint hearing, action will need to be taken individually on the annexation and zone change.

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

Performance Engineering, on behalf of LaVonne S Anderson, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located 1093 Lincoln Lane. The land being annexed is described as being Lot 1A, Block 2 of Amended Plat of Lots 1 and 2, Block 2, La Ray Subdivision, recorded September 13, 2005, under Document No. 3347797. Including all adjacent Right-Of-Way of Lincoln Lane and Orilla Street. Said annexation containing 0.395 gross acres and 0.226 net acres, more or less. The property is zoned N4 (Large Lot Residential). This is not a zoning district recognized by the City. The property is undergoing a concurrent zone change (Zone Change 1036) in order to bring the property into compliance. The proposed zoning is N3.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area must be located within Zone 1 or Zone 3 of the Limits of Annexation Map. The property was previously developed in the county and is in the Zone 3 designation as shown in the attached Exhibit.
2. The City must be able to provide adequate city services at a cost acceptable to the City within a time period mutually agreed to by the property owners requesting annexation and the City, as stipulated in the Annexation Agreement.
3. Existing or proposed public improvements within the area to be annexed must meet City standards, as stipulated in the Annexation Agreement.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts. This waiver is included in the Annexation Agreement and is good in perpetuity.
5. All residential property owners within the area to be annexed must create or join an existing park maintenance district. This property is not adjacent to an existing park maintenance district nor is it creating additional parkland for City, therefore the criteria is not applicable.
6. Residential densities planned for development within the area to be annexed must meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents. While this parcel has an existing residence on it, the property could allow for future redevelopment for additional single family homes due to the size of the lot. There are no plans to further develop additional units at this time.
7. The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy:
  - o Strong Neighborhoods
    - Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
    - Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction
    - 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
    - Neighborhoods that are safe and attractive and provide essential services are much desired
    - Implementation of the Infill Policy is important to encourage development of underutilized properties
  - o Home Base

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
- Public safety and emergency service response are critical to the well-being of Billings' residents
- Homes that are safe and sound support a healthy community

**Departmental Response:** City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below.

- **Water and Sanitary Sewer:** Public water and sanitary sewer service is available to the property proposed for annexation. The Developer has to tie into the existing sanitary sewer main and a water main in Lincoln Lane along the frontage of the above-described property. This property lies in the Billings Heights water district.
- **Storm water:** Any development will be compliant with the adopted Stormwater Management Manual.
- **Transportation:** The Developer Tract will be accessed from Lincoln Lane. The Public Right-of-way along Lincoln Lane will be dedicated to the City of Billings.
- **Fire Stations:** The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. As this and additional annexations are built out, additional fire department resources will be needed to meet and maintain our high level of service due to the increased call volume and burden on our department these annexations create. The nearest fire station is Station #6, located at 1601 Saint Andrews Drive, approximately 2.53 road miles or 6 minutes driving time to the subject property.
- **Parks:** No Parkland or Trails will be required as part of this annexation. Earl Guss Park and Two Moon Park are the closest parks to the property and could be utilized by the residents. With the potential for only a few residential units on the property, impacts to parks and park resources will be minimal.
- **School facilities:** The School district did not raise any special requests or concerns during their review of this proposal.

**General City Services:** These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- **Transit:** The annexed area is not directly serviced by a MET Route. The nearest route currently operates through the intersection of Main Street and Liberty Street. This intersection is approximately 1,000 feet away from the proposed annexation location via roadway. MET Plus Paratransit service is available, if the property owner qualifies.
- **Police:** This proposed development is well within an already established patrol area and should have no significant impact on patrol capacity. The Billings Police Department has repeatedly stressed continued development and annexation without commensurate resources has affected their ability to deliver service.
- **Public Utilities:** The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- **Public Works -Street and Traffic Division:** The Street and Traffic Division stated that it has no concerns with serving the property.
- **Public Works-Solid Waste:** The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- **Ambulance Service:** The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- **Legal and Finance:** General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- **Other Departments:** City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. City GIS commented the property's address is out of sequence and needs to be brought into proper numbering.

The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated. These decisions have a cumulative effect; therefore, City Council is being

provided with a recommendation of approval.

## **STAKEHOLDERS**

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

## **ALTERNATIVES**

The City Council may

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and ward boundary ordinance. On August 29, 2023, the annexation petition was submitted to the Planning Division by the owner's agent. On November 27, 2023, the City Council is scheduled to take action on the petition.

## **FISCAL EFFECTS**

This application has no impact on the Planning Division Budget.

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## **Attachments**

Limits of Annexation  
Annexation Resolution 23-09



## RESOLUTION NO. 23 -

### A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Parcels of Land situated in the NE 1/4 of Section 27, T.1N., R.26E., Yellowstone County, Montana, more particularly described as follows:

Lot 1A, Block 2 of Amended Plat of Lots 1 and 2, Block 2, La Ray Subdivision, recorded September 13, 2005, under Document No. 3347797.

Including all adjacent Right-Of-Way of Lincoln Lane and Orilla Street.

Said annexation containing 0.395 gross acres and 0.226 net acres, more or less.

(# 23-09) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:
  - Within 45 working days and prior to site development, a mutually acceptable Annexation Agreement shall be executed between the owner(s) and the City that shall stipulate, among other things, specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the creation of special improvement districts which will be recorded with the Yellowstone County Clerk and Recorder.

If the above conditions are not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

3. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.
4. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 27<sup>th</sup> day of November, 2023.

CITY OF BILLINGS:

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

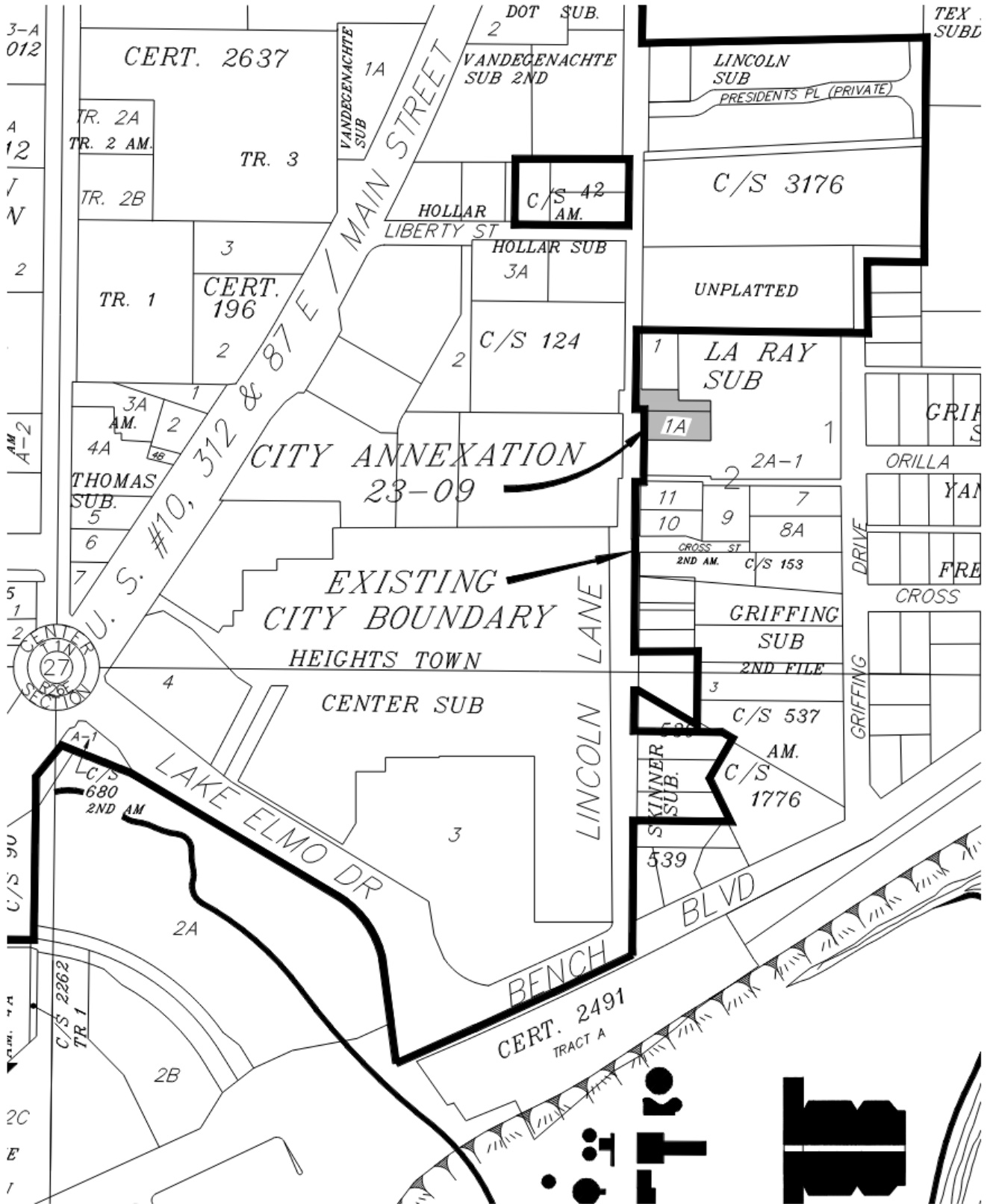
William A. Cole, Mayor

ATTEST:

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

Denise R. Bohlman, City Clerk  
(# 23-09)

# EXHIBIT "A"



**City Council Regular**

**Date:** 11/27/2023  
**Title:** Zone Change 1036 - 1093 Lincoln Lane, N4 to N3 - Joint Public Hearing (annexation) First Reading  
**Presented by:** Karen Husman  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-23-00167

**RECOMMENDATION**

Zoning Commission recommends approval and adoption of the findings of the 10 review criteria for Zone Change 1036.

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

This is a zone change request from Large Lot Suburban Neighborhood Residential (N4), a county zone district that allows single family residences, to Suburban Neighborhood Residential (N3), a city zone that also allows single family residences, on Lot 1A, Block 2 of La Ray Subdivision, a 9,387 square foot parcel of land. There is a concurrent petition for annexation to the city. A joint hearing for the zone change and annexation is scheduled.

This zone change request is to allow for the annexation of the subject property with an existing residence to allow connection to city services like water and sewer. All annexations require the property be zoned with a zoning district that is recognized by the City. The property is currently zoned N4 which is a zone district only allowed in the county. It allows single family homes on lots from 15,000 sq ft up to an acre. In order for the property to annex into the city, a city zone must be applied to the property. In this case, the most similar zone is N3, also a single family zone.

**CONCURRENT APPLICATIONS:**

Petition for Annexation - AN 23-09

The proposal for this existing lot is to annex into the City Limits of Billings. Connection to city services requires an annexation, and the annexation requires a zone change to a residential district in the city. The current N4 zoning is a close equivalent to the City N3 zone district. The property frontage on Wicks Lane has City of Billings sewer infrastructure as well as a Billings Heights water line that could be connected to the property. The Growth Policy encourages development of parcels adjacent to the City limits that are near City infrastructure so that it does not require a large infrastructure investment. This area of Billings Heights has a variety of zoning districts and uses in the City limits as well as the outlying county parcels. There is a vacant parcel of CMU2 to the east and south, N4 to the north and further south with single family dwellings. Then to the west is NX3 (in the City) with multifamily apartments, to the northwest is a Residential Manufactured Home zone with a mobile home park and to the southwest is the CMU2 zone where the Target store and commercial development is located. Though there are a variety of zones in the immediate area, a zone to continue the existing residential use is not incompatible to the surrounding zones.

**STAKEHOLDERS**

The applicant held a pre-application neighborhood meeting on July 25, 2023, at 6 pm. The meeting was held at the Country Inn & Suites, 231 Main St. There were five property owners within the 300' mailing radius, who attended the meeting. The property owners in attendance had concerns about development of the adjacent CMU1 property to the south and east of the subject property. The applicants' agent, Taylor Kasperick, informed them the parcel zoned CMU1 (Lot 2A-1) was not a part of the zone change or annexation request. The other concern was if annexing would increase property taxes. Taylor explained that although property taxes and fees may increase, the property value would increase with connections to the City services. The attendees were also advised that the removal of the septic system and seepage pit and tying into the City sewer system would be beneficial to properties in the area that have existing wells, reducing the possibility of potential contamination of water due to aging septic system. Detailed information and discussion are included in the minutes of the pre-application meeting in the attachments.

The public hearing(s) were advertised in the Yellowstone County News, the property was posted, and notice of the zone change was sent to the surrounding owners. No surrounding owners contacted the Planning staff prior to the writing of this report.

Due to an error public notification for the hearing scheduled for October 3, the applicants and agent requested the Zoning Commission postpone the request to the November meeting to allow proper notification. The Zoning Commission granted the request to delay the hearing to the meeting on November 7, 2023.

### **Zoning Commission Public Hearing November 7, 2023**

The Zoning Commission held their public hearing for this zone change on November 7, 2023, and received the staff recommendation of approval and testimony from the owner and agent. The owner, Lavonne Anderson, stated the reason for the annexation was a failing septic system drainfield. She stated the agent, Performance Engineering, is also representing the owner of the adjacent parcel zoned CMU1, HS Management. The agreement HS Management signed to buy the adjacent parcel included a stipulation they pay for annexation and sewer connections for the subject property. This agreement was based on the fact the septic system is on the land HS Management purchased and will develop for personal storage warehouses. Scott Aspenlieder of Performance Engineering, the agent, stated he agrees with the staff recommendation of approval. The annexation will help improve the public health in the area by connecting this property to city sewer.

Lavonne Anderson, the owner of the subject property, stated she was concerned about the adjacent development of the CMU1 property. She stated it was difficult since she was born and raised on the property and her parents lived in the home on the adjacent parcel until they were in their 90s. She stated there is abundant wildlife that use a corridor through the parcel to go to and from the Yellowstone River. Mrs. Anderson stated she was in favor of the annexation and zone change based on advice from her friends, family and church. She knows that connecting to the city sewer will increase her property value and save her a potential headache in the future.

There was no other testimony. Chair Mike Larson closed the public hearing. Commission member David Goss 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, and was approved on a 4 to 0 vote.

### **ALTERNATIVES**

The City Council may:

- Approve the request and adopt the findings of the ten review criteria for Zone Change 1036 as recommended by the Zoning Commission; or,
- Deny the request and adopt different findings of the ten review criteria for Zone Change 1036; or,
- Delay action on the zone change request for up to 30 days at the request of the applicant or on its own motion; or
- Refer the application back to the Zoning Commission for an additional public hearing based on 1) new information submitted that the applicant and public has not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or withdrawal of the application.

### **FISCAL EFFECTS**

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

### **SUMMARY**

Before taking action on a zone change the City Council shall consider the following findings of the ten review criteria as recommended by the Zoning Commission:

#### **1. Is the new zoning designed in accordance with the Growth Policy and Neighborhood Plans?**

The proposed zoning most conforms to the following City of Billings 2016 Growth Policy and Heights Neighborhood Plan guidelines:

##### **Essential Investments** (relating public and private expenditures to public values)

- The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plans.
- Infill development and development near existing City infrastructure may be the most cost-effective.
- Infrastructure and service investments that stabilize or improve property values, secure future utility costs, consider maintenance costs, and improve our environmental quality far into the future (i.e. energy efficient) are desirable.

##### **Prosperity** (promoting equal opportunity and economic advancement)

- A diversity of available jobs can ensure a strong Billings' economy.

- Successful businesses that provide local jobs benefit the community.
- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses.
- Retaining and supporting existing businesses helps sustain a healthy economy.

The Heights Neighborhood Plan encourages annexation of County parcels into the City.

**2. Is the new zoning designed to secure from fire and other dangers?**

The new zoning (N3) requires minimum setbacks, open and landscaped areas and building separations per section 27-300.5. The new zoning, as do all zoning districts, provides adequate building separations to provide security from fire and other dangers. Buildings developed within the city limits will comply with building and fire safety codes. There are no conformity concerns related to the existing home

**3. Whether the new zoning will promote public health, public safety and general welfare?**

The proposed zoning (N3) would allow the property to annex into the City of Billings and to connect the existing single family home which is similar to the surrounding area to connect to City utilities. The site and structure regulations found in 27-300.5 in the N3 district promote the minimum standards to ensure public health and safety and promote general welfare. Annexation and zoning of the property will promote public health with removal of an existing septic system and connecting to City sewer benefiting the already established wells in the area.

**4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?**

**Transportation:** The proposed zoning will have little impact on the surrounding transportation systems as the single family dwelling is already existing, no additional dwellings will be added. There will be no significant impact on the transportation network at this time. There are no capacity concerns as there are no additional vehicles expected.

**Water and Sewer:** The property currently has a well and septic system, concurrent application for annexation is in process. Upon annexation approval, the property will connect to Heights Water District and City of Billings sewer. Water and sewer are available in the adjacent right of way.

**Schools and Parks:** Schools and parks should not be significantly affected by the proposed zone change as the existing home on the property will remain and the possibility of greater development is extremely limited. The impacts are existing since the property is currently used as a single family residence and will continue with this use. Existing parks near the property that could be used by residents of the home include Two Moon Park, a County Park, to the west of the subject property and the linear park along Alkali Creek to the south at the bottom of the intersection of Lincoln Lane and Bench Boulevard.

**Fire and Police:** The property will be served by the City of Billings Fire and Police upon successful annexation. The Police and Fire Departments have not stated concerns with the request.

**5. Will the new zoning provide adequate light and air?**

The proposed N3 zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air as required by the site a structure regulations found in 37-300.5. Any residential structure built or, more likely in this case, rebuilt in the future, must comply with the setback and separation requirements in Section 27-300.5 ensuring adequate light and air.

**6. Will the new zoning effect motorized and non-motorized transportation?**

The new zoning will have no significant effect on vehicle and pedestrian traffic. The property is intended to remain a single household and generate minimal trips. Additionally, the property is located adjacent to Lincoln Lane a roadway with adequate capacity to handle the existing residence.

**7. Will the new zoning promote compatible urban growth?**

The proposed zone change will not negatively impact urban growth. Any future home must be in compliance with the N3 zone and is an acceptable use of property within the City of Billings and further, the existing use of the property is also compatible with city development as single family homes is a prevalent residential style in Billings. It should be noted, the width of this property would not allow for future additional single family homes without a variance; under Table 27-300.5-1, N3 site restrictions require 65 feet of lot width for each single family dwelling. From a service standpoint, annexation and serving properties with nearby city services is ideal. This property is adjacent to water and sewer facilities. With all of these items considered, the new zoning allows compatible urban growth.

**8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?**

The new zoning will continue the existing developed property and preserve the character of the district. This area of Billings Heights has a variety of zoning districts and uses in the City limits as well as the outlying county parcels. There is a vacant parcel of CMU2 to the east and south, N4 to the north and further south with single family dwellings. Then to the west is NX3 (in the City) with multifamily apartments, to the northwest Residential

Manufactured Home zone with a mobile home park and to the southwest is the CMU2 zone where the Target store and commercial development is located. Proximity of so many residential uses, although on different kinds, does not create compatibility issues.

**9. Will the new zoning conserve the value of buildings?**

The new zoning is not expected to alter the value of any buildings in the area. Any new or redevelopment of the property will need to meet the applicable site development requirements in the zoning code, including landscaping, screening, building heights and setbacks for the N3 zoning district.

**10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?**

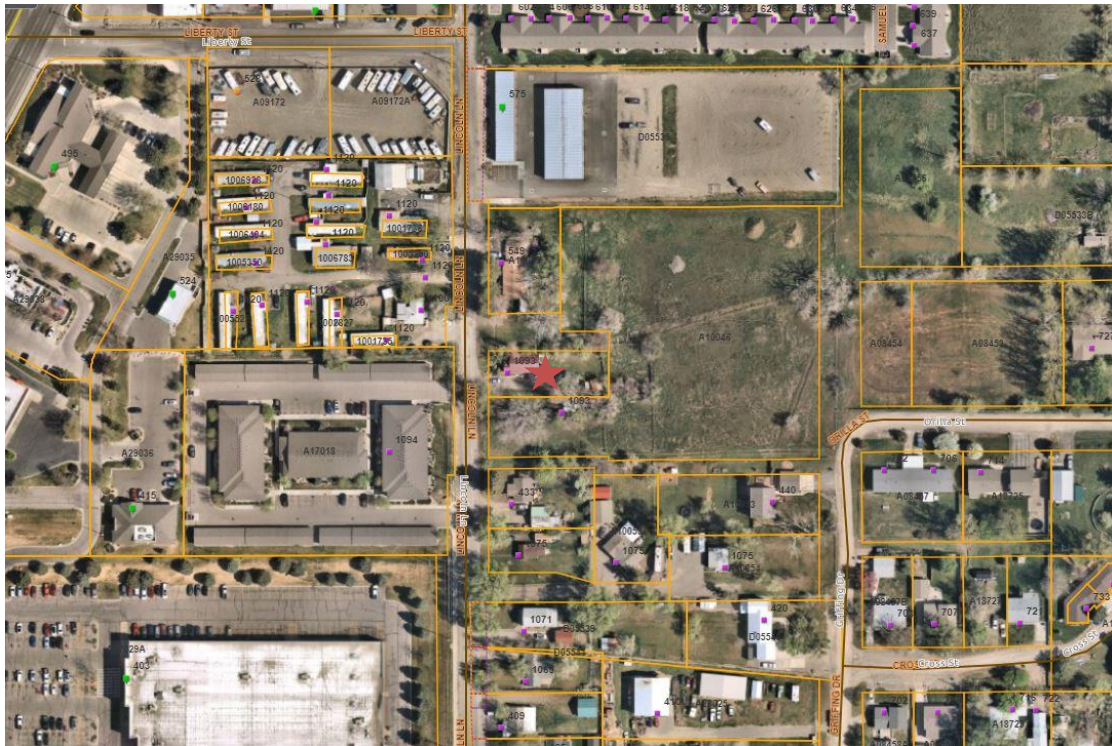
The proposed zoning will allow a residential property outside the City limits of Billings to be annexed into the City and connect to City services, so the property can be used for a residential dwelling. There are no indicators the N3 zoning is not the most appropriate use of the land.

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**Attachments**

Zoning Map & Site Photos  
Application & Applicant Letter  
Neighborhood Meeting Info  
History  
Ordinance ZC 1036

# Zoning Map & Site Photos





East



South West



North



South



North West

# APPLICATION FORM

**CITY ZONE CHANGE** Billings Zone Change # \_\_\_\_\_ - Project # \_\_\_\_\_

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning N4 (County)

Proposed Zoning: N3 (City)

TAX ID# A10048 CITY ELECTION WARD 2

Legal Description of Property: Lot 1A, Block 2 of the Amended Plat of La Ray Subdivision

Address or General Location (If unknown, contact City Engineering): 1093 Lincoln Lane

Size of Parcel (Area & Dimensions): 9,387 sf (160' x 61')

Present Land-Use: Residential

Proposed Land-Use: Residential

Covenants or Deed Restrictions on Property: Yes \_\_\_\_\_ No X

If yes, please attach to application

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Lavonne S. Anderson

(Recorded Owner) 1093 Lincoln Lane, Billings, MT 50105

(Address) (406) 254-9689

(Phone Number) \_\_\_\_\_ (email) \_\_\_\_\_

Agent(s): Taylor Kasperick - Performance Engineering

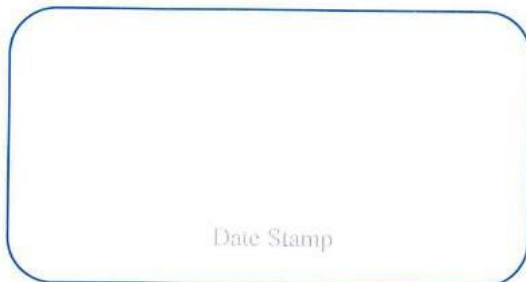
(Name) 608 N. 29th St., Billings, MT 59101

(Address) (406)384-0080 taylor@performance-ec.com

(Phone Number) \_\_\_\_\_ (email) \_\_\_\_\_

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: Lavonne S. Anderson Date: July 13, 2023  
(Recorded Owner)



Date Stamp

**1. Explain how the proposal is consistent with the goals and policies of the adopted Growth Policy or West End Neighborhood Plan.**

The tract of interest is currently zoned Large Lot Suburban Neighborhood (N4) and is not currently within the Billings City Limits. The proposal for this lot is to annex it into the City of Billings, and concurrently change the current zoning to Suburban Neighborhood (N3) to align with recognized zoning districts of the City of Billings.

Essential Investments – The subject property's frontage currently has City of Billings sewer infrastructure and County Water District of Billings Heights water mains within it. As such, annexation and re-zoning of this property falls in line with the Growth Policy in encouraging development of parcels adjacent to the City limits without necessitating major infrastructure investments to service the subject property.

Strong Neighborhoods – A suburban neighborhood zoned lot enhances the diversity of the neighborhood by being the first of its kind in the area. With a mixture of mixed residential (NX3), residential mobile home (RMH), corridor mixed-use (CMU1) and now suburban neighborhood (N3) it creates a diverse community that people of all age groups and income levels can afford to live.

**2. Explain how the application meets the 10 statutory criteria for a zone change.**

- 1 – The new zoning is required as part of annexation into the City of Billings as the current zoning, N4 (Large Lot Suburban Neighborhood) is not recognized by the City. The proposed zoning N3 (Suburban Neighborhood) is the approximate equivalent City of Billings Zoning District to that of the current County N4 zoning. This annexation, and concurrent zone change, also expands the city limits by incorporating a property that is fronted by city infrastructure, which is desired by the current growth policy.
- 2 – The subject property is located adjacent to an existing fire hydrant which is available for use to fight any fires or other dangers that may present themselves. The property is already serviced by the City of Billings Fire Department as it falls within the BUFSA so no change in service area is necessitated.
- 3 – The new zoning, and concurrent annexation, will allow the owner of the property to connect an existing septic system and wastewater pit into the City of Billings wastewater collection system. This will improve the public health, safety, and general welfare by removing a potential contaminant from the underlying aquifer.
- 4 – As existing services are provided adjacent to the subject property, there should be no impact or negligible impact to the provision of transportation, water, sewerage, schools, parks or other public improvements.
- 5 – The new zoning will not change the physical characteristics of the residence or lot, and will remain a single family home under the proposed zoning.
- 6 – The new zoning will not affect motorized and nonmotorized transportation. The purpose of the new zoning is to annex into the City of Billings.
- 7 – The new zoning may promote compatible urban growth. Surrounding properties are a mix of single family, mixed use, and multi-family zone districts. Changing the subject property's zoning

from a County single-family home district to a City single-family home district will have a negligible affect on compatible urban growth.

- 8 – The new zoning is comparable to that zone district that it will be changed from, with the proposed zoning being the City equivalent of the existing County zoning. As such, the character of the district and the peculiar suitability of the property for particular uses remains unchanged with the proposed zone change.
- 9 – The proposed zone change will not impact the value of existing or future buildings as the existing and proposed zoning are equivalent.
- 10 – The new zoning will encourage the most appropriate use of land in Billings. As the population of the city continues to grow it is important to provide enough housing for the residents. This property being annexed into the city provides that and could encourage more properties along the city limits to annex as well.

**3. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.**

The new zoning will not change the existing residence on the property, or those adjacent to it. The house currently fits in with the existing zoning in the immediate area and the proposed zoning will not affect this.

**Pre-Application Statement of Owner(s) or Agent(s)**

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning:** N4 (County) \_\_\_\_\_

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

The existing zoning (N4 - County) will be changed to N3 to adopt a City District upon annexation.  
\_\_\_\_\_

3. **Subject Property Map:** please attach to this form Included with application submittal.

4. **Legal Description of Property:**

Lot 1A, Block 2 of the Amended Plat of La Ray Subdivision  
\_\_\_\_\_

5. **Neighborhood Task Force Area:** Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson:

Frank Ewalt, Chair, Heights Community Development, 2131 Phoebe Drive, Billings, MT 59105  
\_\_\_\_\_

6. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to this form Included with application submittal

7. **A copy of the meeting notice.** please attach to this form Included with application submittal.

8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form Included with application submittal.

9. **The undersigned affirm the following:**

1) The pre-application neighborhood meeting was held on the 25, day of July, 2023.

2) The zone change application is based on materials presented at the meeting.

**Owner (s):** \_\_\_\_\_ Telephone: \_\_\_\_\_

**Address:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Agent (s):** Taylor Kasperick, Performance Engineering Telephone: 406-384-0080

**Address:** 608 N. 29th St. **Email:** taylor@performance-ec.com

Billings, MT 59101





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July 17, 2023

Dear Interested Neighbor,

On behalf of Lavonne Anderson, *Performance Engineering, LLC* is writing to inform you of a zone change pre-application neighborhood meeting being held on **Tuesday, July 25<sup>th</sup>**, at **6:00 p.m.** The pre-application neighborhood meeting will be held in **the conference room at the Country Inn & Suites by Radisson at 231 Main St., Billings, MT 59105.**

The owner is requesting that the property described below be granted a zone change from County Large Lot Suburban Neighborhood (N4) to City Suburban Neighborhood (N3) as part of an annexation into the City of Billings Limits. The subject property is described as:

**Lot 1A Block 2 of the Amended Plat of Lots 1 and 2, Block 2 of the La Ray Subdivision, located in the City of Billings, Yellowstone County, Montana. The parcel is a total of 0.226 acres, generally located at 1093 Lincoln Lane.**

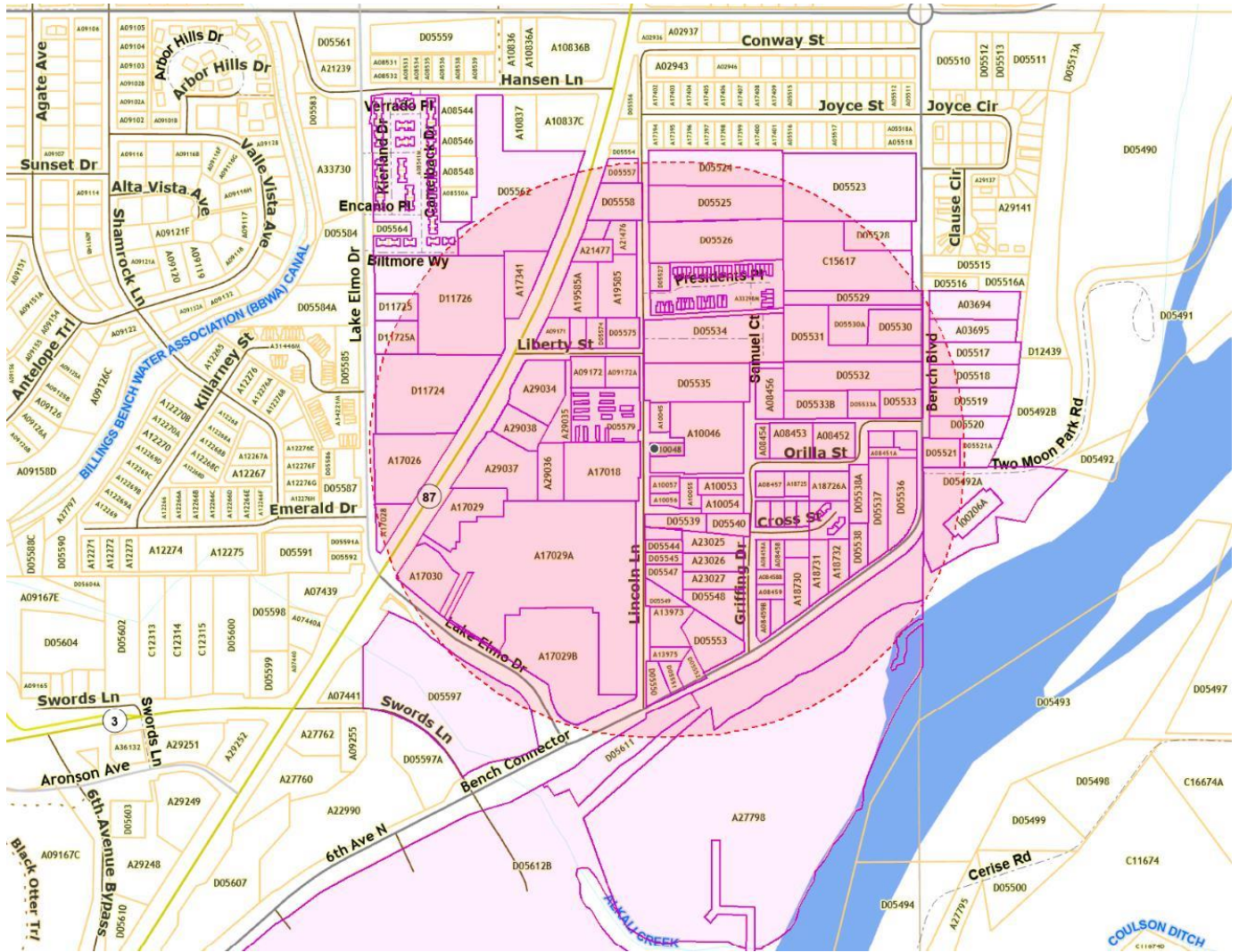
The intent of the meeting is to make neighboring property owners aware of the proposed zone change for the subject property, discuss any concerns with the proposed use, and to answer questions about the project.

Representatives for *Performance Engineering, LLC* will be at the meeting to answer questions from those who attend. For those unable to attend the meeting, written letters can be directed to Performance Engineering at **608 North 29<sup>th</sup> Street, Billings, MT 59101**, attention Taylor Kasperick, PE, or emails may be sent to [taylor@performance-ec.com](mailto:taylor@performance-ec.com). We look forward to discussing the proposed special review with you and hope to see you on **July 25<sup>th</sup>**.

Sincerely,

A handwritten signature in blue ink that reads 'Taylor Kasperick'.

Taylor Kasperick, PE  
Project Manager



**PROJECT TITLE**  
LINCOLN LANE ZONE CHANGE

**OWNER**  
LAVONNE ANDERSON

**PERFORMANCE ENGINEERING**  
608 NORTH 29TH STREET  
BILLINGS, MT 59101  
www.performance-eng.com  
(406) 394-0388

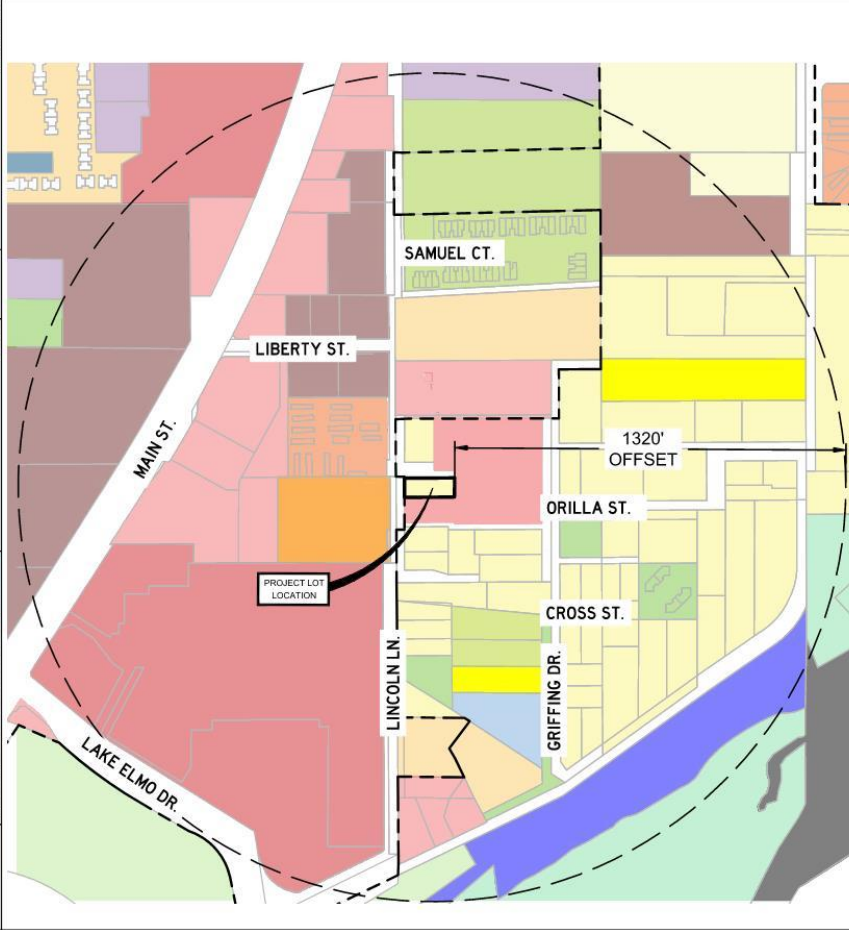
**EXHIBIT**  
EX A

**SHEET TITLE**  
ZONE CHANGE EXHIBIT

**DRAWN BY**  
DATE

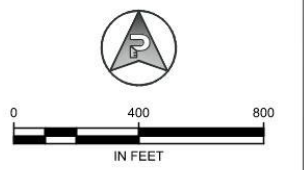
**CHECKED BY**  
DATE

**DATE**



**LEGAL DESCRIPTION**  
LOT 1A, BLOCK 2 OF THE AMENDED PLAT OF LOTS 1 AND 2, BLOCK 2, LA RAY SUBDIVISION, LOCATED IN THE NE 1/4, SECTION 27, T.1 N., R. 26 E., P.M.M., YELLOWSTONE COUNTY, MONTANA.

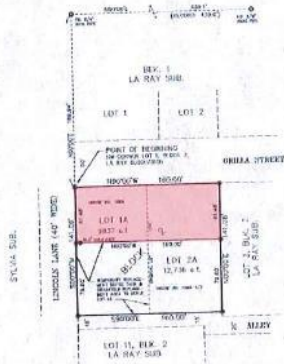
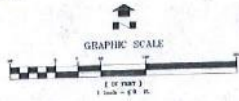
- ZONING LEGEND**
- N4- LARGE LOT SUBURBAN NEIGHBORHOOD
  - CMU1- CORRIDOR MIXED-USE
  - RMH- RESIDENTIAL MOBILE HOME
  - NX3- MIXED RESIDENTIAL
  - NX2- MIXED RESIDENTIAL
  - CX- HEAVY COMMERCIAL
  - N2- MID-CENTURY NEIGHBORHOOD
  - N3- SUBURBAN NEIGHBORHOOD
  - C3- GENERAL COMMERCIAL
  - P1- OPEN SPACE, PARKS, RECREATION
  - P2- PUBLIC-CIVIL, INSTITUTIONAL
  - NO- NEIGHBORHOOD OFFICE
  - RR3- RURAL RESIDENTIAL
  - P3- PUBLIC-CAMPUSES-MEDICAL, CIVIC, EDUCATIONAL
- EXISTING MUNICIPAL BOUNDARY
- LOT BOUNDARY



# AMENDED PLAT OF LOTS 1 AND 2, BLOCK 2, LA RAY SUBDIVISION

LOCATED IN THE NE1/4 SECTION 27, T.1N., R.26E., P.M.M.,  
YELLOWSTONE COUNTY, MONTANA

FOR: BOY E. FRANK AND BETTY A. FRANK, TRUSTEES  
BOY AND BETTY FRANK LIVING TRUST  
BILLINGS, MT.  
BY: ATLAS ENGINEERS INC.  
BILLINGS, MT.  
DATE: JANUARY, 2005



**MONUMENTS**  
 CORNER BOUNDARY AND SURVEY...  
 BEARING AND DISTANCE TO BE...  
 DISTANCE TO BE...  
 BEARING AND DISTANCE TO BE...  
 BEARING AND DISTANCE TO BE...

**PURPOSE OF SURVEY**  
 THE PURPOSE OF THIS SURVEY IS TO REVISION...  
 OF THE OMBRA STREET TO BE...  
 OF THE LA RAY SUBDIVISION...

**DATE OF SURVEY**  
 THE DATE OF SURVEY FOR THIS SURVEY IS...  
 THE DATE OF THIS SURVEY...

**LANDOWNER STATEMENT**  
 STATE OF MONTANA  
 COUNTY OF YELLOWSTONE  
 We, BOY E. FRANK and BETTY A. FRANK, Trustees of the Boy and Betty Frank Living Trust, certify that the above and foregoing plat of the LA RAY SUBDIVISION, Block 2, is a true and correct copy of the original plat of the LA RAY SUBDIVISION, Block 2, as recorded in the Register of Deeds for Yellowstone County, Montana, Book 10, Page 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**STATE OF MONTANA**  
 COUNTY OF YELLOWSTONE  
 I, James E. Frank, County Registrar for the County of Yellowstone, Montana, do hereby certify that the above and foregoing plat of the LA RAY SUBDIVISION, Block 2, is a true and correct copy of the original plat of the LA RAY SUBDIVISION, Block 2, as recorded in the Register of Deeds for Yellowstone County, Montana, Book 10, Page 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



## Subject Property

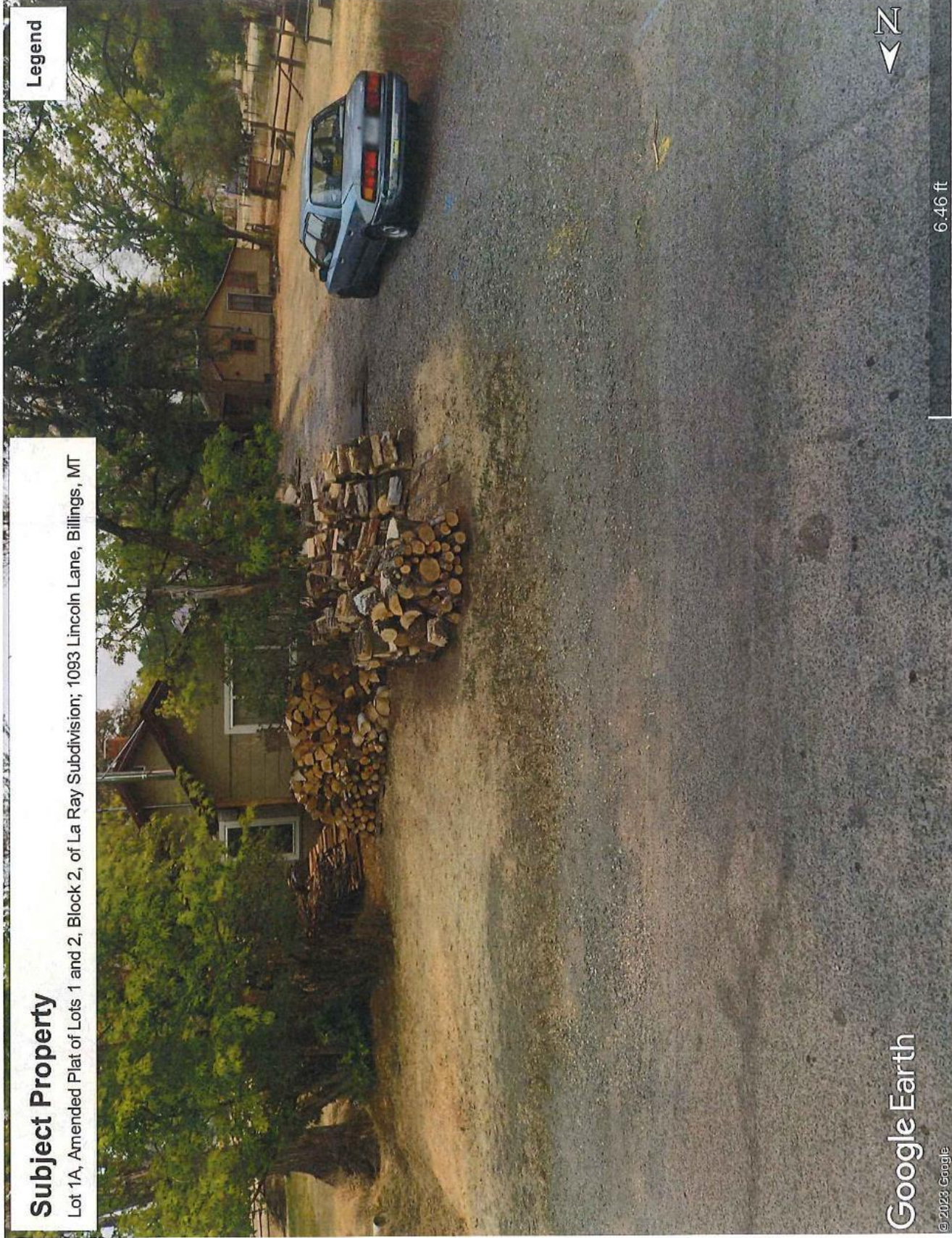
Lot 1A, Amended Plat of Lots 1 and 2, Block 2, of La Ray Subdivision; 1093 Lincoln Lane, Billings, MT

Legend

Google Earth

© 2023 Google

6.46 ft



**C. N3: SUBURBAN NEIGHBORHOOD RESIDENTIAL**

The N3 district is intended for residential neighborhoods primarily with single-family homes. Characteristics include wide lots and attached garages typically located on the front building façade, often greater than 35% of the façade. Basic setback and height parameters apply.

**D. NX1: MIXED RESIDENTIAL 1**

The NX1 district is intended to continue the character of the first neighborhoods with single-family, two-family, and small-scale multiple-family homes with 3 to 4 units. Multiple-family homes are intended to match the scale of the neighborhood single-family homes with characteristics such as building width, parking and garages location, roof design, and doors and windows on the front facades.

**E. NX2: MIXED RESIDENTIAL 2**

The NX2 district is intended for small- and mid-scale multiple-family homes with 3 to 8 units, in small neighborhood nodes. The buildings are oriented to the streets in walkable blocks with doors and windows on front facades and parking/garages located behind the buildings.

**F. NX3: MIXED RESIDENTIAL 3**

The NX3 district is intended for large-scale multiple-family homes in larger neighborhood nodes. The buildings may include larger apartment buildings with more than eight units per structure. The development may have an internal private street system for access throughout the larger node with walkable blocks. Buildings are oriented to the street with doors and windows on front facades and parking/garages located behind the buildings. Covered parking may include rows of canopies or enclosed garages. Common open space, shared recreational facilities, or central gathering spaces are generally provided for residents.

**G. RMH: RESIDENTIAL MANUFACTURED HOME**

The RMH district is intended to provide stable environments for individual manufactured homes, manufactured home parks, and compatible accessory uses.

**SECTION 27-306 N3 DISTRICT**

The following site and structure regulations apply to any lot in the N3 district. Refer to 27-303 for general regulations applicable to all districts and Table 27-300.5, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(3). See Article 27-1800 for definitions and information on how to measure the following regulations.

**TABLE 27-300.5 : SITE AND STRUCTURE REGULATIONS**

| A. BUILDING SITING |                                                                                                          | REFERENCES                                                                                                        |
|--------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>1</b>           | Minimum Lot Width (feet) per principal building<br>Minimum Lot Size (square feet) per principal building | 65<br>none                                                                                                        |
|                    |                                                                                                          | See Article 27-1500 existing lots of record.<br>See 27-306.C for exemption from minimum lot widths.               |
| <b>2</b>           | Maximum Building Width (feet)                                                                            | None                                                                                                              |
| <b>3</b>           | Front Setback (feet)                                                                                     | 20 minimum                                                                                                        |
| <b>4</b>           | Street-Side Setback (feet)                                                                               | 10 minimum                                                                                                        |
| <b>5</b>           | Side Setback (feet)<br>Space Between Principal Buildings on Lot (feet)                                   | 5 minimum<br>10 minimum                                                                                           |
| <b>6</b>           | Rear Setback (feet)                                                                                      | 5 minimum                                                                                                         |
| <b>7</b>           | Accessory Building Yard Location                                                                         | Rear                                                                                                              |
| <b>8</b>           | Accessory Building: Rear Setback (feet)                                                                  | 5 minimum, except 0 at alley                                                                                      |
| <b>9</b>           | Maximum Total Building Coverage (%)                                                                      | 40                                                                                                                |
| <b>10</b>          | Permitted Driveway Access Location                                                                       | Any                                                                                                               |
| <b>11</b>          | Attached Garage Entrance Location                                                                        | Any façade; front façade limited to no more than 50% of façade                                                    |
|                    |                                                                                                          | See BMCC Section 6-1200 for driveway access standards.                                                            |
| B. Height          |                                                                                                          |                                                                                                                   |
|                    | Principal Building: Maximum Height (stories)<br>Maximum Height (feet)                                    | 3<br>34                                                                                                           |
|                    | Accessory Building: Maximum Height (stories)                                                             | 1.5 stories, no taller than the principal building                                                                |
|                    |                                                                                                          | See Article 27-1800 for instructions for measuring height.<br>Accessory roof pitch shall match principal building |

## 27-300 Neighborhood Districts

The neighborhood zoning districts are established in Table 27-300-1. When this zoning code refers to "neighborhood" zoning districts, it is referring to these districts.

### Section 27-301 Districts Established

The neighborhood zoning districts are established in Table 27-300-1. When this zoning code refers to "neighborhood" zoning districts, it is referring to these districts.

**TABLE 27-300-1. NEIGHBORHOOD DISTRICTS**

| Symbol                                                                                                                                                                                      | Neighborhood District Name                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| N4                                                                                                                                                                                          | Large Lot Suburban Neighborhood Residential |
| RR1                                                                                                                                                                                         | Rural Residential 1                         |
| RR3                                                                                                                                                                                         | Rural Residential 3                         |
| R-RMH                                                                                                                                                                                       | Rural Residential Manufactured Home         |
| The following district is available in the county with municipal water and sewer or county water and sewer or with the use of a Planned Neighborhood Development (PND), per Article 27-800: |                                             |
| N3                                                                                                                                                                                          | Suburban Neighborhood Residential           |
| N1                                                                                                                                                                                          | First Neighborhood Residential              |
| N2                                                                                                                                                                                          | Mid-Century Neighborhood Residential        |
| N3                                                                                                                                                                                          | Suburban Neighborhood Residential           |
| NX1                                                                                                                                                                                         | Mixed Residential 1                         |
| NX2                                                                                                                                                                                         | Mixed Residential 2                         |
| NX3                                                                                                                                                                                         | Mixed Residential 3                         |
| RMH                                                                                                                                                                                         | Residential Manufactured Home               |

### Section 27-302 District Descriptions

Neighborhood districts are primarily intended to allow residential uses within appropriately scaled buildings to maintain and promote the desired physical character of the neighborhoods within the county.

#### A. N4: LARGE LOT SUBURBAN NEIGHBORHOOD RESIDENTIAL

The N4 district is intended for large lot residential neighborhoods primarily with single-family homes. Characteristics include wide, large lots and attached garages often located on the front building façade. Regulations include basic setback and height parameters.

#### B. RR: RURAL RESIDENTIAL

The RR districts are intended for single-family homes, with or without agricultural uses. In addition to residential homes, small-scale agricultural uses may be allowed including stables, livestock and agricultural crops raised for personal use. Basic setback and height parameters apply with a range of allowed lot areas defined by "-1" and "-3", meaning RR-1 has a minimum lot size of 1 up to 3 acres, and RR-3 has a minimum lot size of 3 up to 10 acres. Accessory barns are allowed.

**Section 27-304 N4 districts**

The following site and structure regulations apply to any lot in the N4 district. Refer to 27-303 for general regulations applicable to all districts and Table 27-300-3, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(2). See Article 27-1800 for definitions and information on how to measure the following regulations.

**TABLE 27-300-3. SITE AND STRUCTURE REGULATIONS**

| A. BUILDING SITING |                                                       | REFERENCES                                                |
|--------------------|-------------------------------------------------------|-----------------------------------------------------------|
| <b>1</b>           | Minimum Lot Width (feet) per principal building       | 80                                                        |
|                    | Minimum Lot Size (square feet) per principal building | 15,001                                                    |
|                    | Maximum Lot Size (square feet) per principal building | 43,559                                                    |
|                    | Maximum Building Width (feet)                         | none                                                      |
| <b>2</b>           | Front Setback (feet)                                  | 20 minimum                                                |
| <b>4</b>           | Street-Side Setback (feet)                            | 10 minimum                                                |
| <b>3</b>           | Side Setback (feet)                                   | 5 minimum                                                 |
| <b>5</b>           | Rear Setback (feet)                                   | 20 minimum                                                |
| <b>6</b>           | Accessory Building Yard Location                      | Rear                                                      |
| <b>8</b>           | Accessory Building: Rear Setback (feet)               | 5 minimum, except 0 at alley                              |
| <b>7</b>           | Maximum Total Building Coverage (%)                   | 30                                                        |
| <b>9</b>           |                                                       |                                                           |
| B. HEIGHT          |                                                       |                                                           |
|                    | Principal Building: Maximum Height (stories)          | 3                                                         |
|                    | Maximum Height (feet)                                 | 34                                                        |
|                    | Accessory Building: Maximum Height (stories)          | 1.5 stories, no taller than the principal building        |
|                    |                                                       | See Article 27-1800 for instructions for measuring height |



**Pre-Application Neighborhood Meeting Minutes and Roster – Zone Change Application**

**Date and Time of Meeting: July 25<sup>th</sup>, 2023 at 6:00 PM**

**Location: Country Inn and Suites By Radison, 231 Main Street, Billings, MT 59105**

**Property: Lot 1A, Block 2 of the Amended Plat of La Ray Subdivision**

**Attendees:**

- Attendees are listed below, see attached sign in sheet for confirmation and contact information.
  - LaVonne Anderson (Owner)
  - Linda & Mike Quinn
  - Craig & Bobbi Christoferson
  - Gerald Brewington
  - Vicki Dickinson
  - Lisa Certin

**Meeting Notes:**

- A presentation was prepared and provided by Taylor Kasperick of Performance Engineering (PE) and the meeting minutes were recorded by Brody Roberson. The presentation materials are provided with this submittal.
- The owner raised concerns about the development of the adjacent property and annexing her property into the city.
- In general, attendees raised concerns about the development of Lot 2A-1 of the Amended Plat of La Ray Subdivision. PE informed the attendees that the subject of this meeting is for the zone change of Lot 1A, Block 2 of the Amended Plat of La Ray Subdivision.
- Questions continued on the adjacent lot, asking what the plan for the development was and what the current zoning of the lot is. PE informed the residents that the plan for the current lot is a storage facility which is in compliance with the current zoning of Corridor Mixed-Use (CMU1). It was also questioned whether the adjacent lot would need to be annexed into the city before development. PE noted that the adjacent property is already properly zoned and the buildings on the property would be “dry” buildings, meaning no services would need to be brought in, therefore, there is no need to annex the property into the city.
- Some residents brought up the increase in property taxes after annexing into the city. PE informed the residents that while there is an increase in property taxes after annexation, the property value would increase due to being tied into city sewer. The health benefits to the surrounding area was also addressed by PE, discarding the existing septic system and seepage pit and tying into the city sewer would be beneficial for any neighbors that have wells in the area.



- One resident questioned why it was acceptable to have a lot smaller than 0.5 acres containing a septic system. PE informed the neighbor that 0.5 acres is not a set rule for the county in terms of housing a system, instead it is dependent on soils in the area. The neighbor was also informed that the buy-sell contract for the adjacent lot mentioned tying the Owner's house into the city in order to discard the existing septic system.
- The meeting ended with a disagreement by some residents about annexing Ms. Anderson's property into the city limits. It was restated by PE that it may be beneficial for Ms. Anderson to reach out the adjacent lot owner to discuss the conditions of the buy-sell agreement for the purchase of the adjacent lot.

| <b>SUBJECT PROPERTY</b>                      | <b>Zone Change #</b> | <b>DATE</b>        | <b>FOR</b>                                       | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b> |
|----------------------------------------------|----------------------|--------------------|--------------------------------------------------|-----------------------|------------------------|
| 1093 Lincoln Lane                            | <b>1036</b>          | 10/3/2023          | Annexation & ZC from N4 to N3                    | -                     |                        |
| <b>SURROUNDING PROPERTY</b>                  | <b>Zone Change #</b> | <b>DATE</b>        | <b>FOR</b>                                       | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b> |
| Blue Creek Acreage Tracts Subs, Lot 7        | <b>City ZC 1035</b>  | September 25, 2023 | Annexation & Zone Change of Residential property | <b>Y</b>              | <b>Annexed</b>         |
| BLUE CREEK STORAGE SUB, LT 2                 | City ZC 1017         | Sept 26, 2022      | CMU1 to CX                                       | N                     | Valid Protest Petition |
| Cedar Park Subdivision                       | Annexation           | 2002               | Connect to Water & Sewer                         | Y                     | N3 via Project ReCode  |
| Briarwood Subdivision                        | Annexation           | 2002               | Connect to Water & Sewer                         | Y                     | PUD- R-9600            |
| Cherry Creek Estates Sub, Block 2 , Lot 1    | City ZC 995          | August 23, 2021    | RR1 & P1 to N3                                   | Y                     | Annexed                |
| Tr. 1A-1 and 1A-2, Certificate of Survey 266 | City ZC 994          | August 23, 2021    | RR1 to N3                                        | Y                     | Annexed                |
|                                              |                      |                    |                                                  |                       |                        |
|                                              |                      |                    |                                                  |                       |                        |
|                                              |                      |                    |                                                  |                       |                        |
|                                              |                      |                    |                                                  |                       |                        |
|                                              |                      |                    |                                                  |                       |                        |

ORDINANCE 23-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION ON LOT 1A,  
BLOCK 2 OF LA RAY SUBDIVISION, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1. RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Section 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

**Section 2. DESCRIPTION.** **Lot 1A, Block 2 of La Ray Subdivision,** is presently zoned **Large Lot Suburban Neighborhood Residential (N4)** a county zone, and is shown on the official zoning map within this zone.

**Section 3. ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Lot 1A, Block 2 of La Ray Subdivision,** is hereby changed from **Large Lot Suburban Neighborhood Residential (N4), to Suburban Neighborhood Residential (N3),** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Suburban Neighborhood Residential (N3),** as set out in the Billings, Montana City Code.

**Section 4. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, or upon effective date of Resolution 23-\_\_\_\_\_ approving the annexation of the above territory, whichever is later.

**Section 5. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 6. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 27<sup>th</sup> day of November, 2023.

PASSED, ADOPTED and APPROVED on second reading this 11<sup>th</sup> day of December, 2023

CITY OF BILLINGS

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

William A. Cole, Mayor

Attest:

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

Denise R. Bohlman, City Clerk

Zone Change 1036 - Lot 1A, Block 2 of La Ray Subdivision

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Annexation Agreement with Lavonne Anderson - 1093 Lincoln Lane  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends that the City Council approve the Annexation Agreement with Lavonne Anderson for 1093 Lincoln Lane.

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

City Council will consider annexation of Lot 1A, Block 2 of La Ray Subdivision. The property proposed to be annexed is located at 1093 Lincoln Lane and has an existing single family residence. Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development including access to the site, construction of water, sanitary sewer, and storm drain. The Annexation Agreement provides for City required off-site improvements should the property be annexed and developed without a subdivision plat. The Annexation Agreement for this Council action generally includes the following conditions or improvements:

- Requirement for access;
- Requirements for connection to the sanitary sewer main along Lincoln Lane; and
- Requirements to participate in a future Special Improvement District to construct street, curb and gutter, and sidewalk improvements to Lincoln Lane.

**ALTERNATIVES**

City Council may:

- If the annexation is approved, then approve the Annexation Agreement with the property owner; or
- Not approve the Annexation Agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

**FISCAL EFFECTS**

There is no reimbursement required for the sanitary sewer main, since it was constructed in 1972 with a Special Improvement District and there is no reimbursement for the water main that is located in the Water District of Billings Heights. The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

---

**Attachments**

Annexation Agreement

Return to:  
Performance Engineering  
608 N. 29 Street  
Billings, MT 59101

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lavonne Anderson, 1093 Lincoln Lane, Billings, MT 59105 hereinafter referred to as “DEVELOPER,” and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the “CITY.” DEVELOPER and CITY are sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties.”

**WHEREAS**, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Lot 1A, Block 2 of La Ray Subdivision, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3347797.

Above referenced property is hereinafter referred to as “Developer Tract”

**WHEREAS**, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

**WHEREAS**, DEVELOPER desires to annex Developer Tract to the City; and

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution No. \_\_\_\_\_ for the Developer Tract contingent upon a Development Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. Roads and Access. The Developer Tract will be accessed by way of an existing approach along Lincoln Lane.
2. Sanitary Sewer. The Developer Tract will be served by an existing sanitary sewer main located in Lincoln Lane. Construction of any sanitary sewer services shall be at the DEVELOPER's expense.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to hooking up to the sanitary sewer.

3. Water. The Developer Tract is currently within the Heights Water District.
4. Storm Drain. If the Developer Tract is re-developed or changed from the existing condition, as defined by the City of Billings Stormwater Management Manual, in the future, DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018).
5. Right-of-Way. Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. There is not any right-of-way dedication anticipated with the annexation, as it was previously dedicated with La Ray Subdivision.
6. Street Improvements. In the future, DEVELOPER will be required to participate in a Special Improvement District to construct curb and gutter, street, and storm drain improvements to Lincoln Lane and will be included in the waiver of right to protest.
7. Sidewalk or Multi-use Trail. In the future, DEVELOPER will be required to construct sidewalk along Developer Tract frontage and will be included in the waiver of right to protest.

DEVELOPER shall be responsible for the maintenance and replacement of the sidewalk and/or trail after construction.

8. Future Intersection Contributions. A traffic impact study will not be required at this time. A traffic impact study will be required if Developer Tracts are re-developed to determine DEVELOPERS contributions to future intersection improvements if re-development exceeds 500 trips/day. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPERS.

9. Public Improvements. Should the City perform improvements listed in the Agreement or not listed in the Agreement benefitting the Developer Tracts, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Development Agreement regardless of location of individual properties in relation to the improvements.
9. Compliance. Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
10. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
11. Attorney's Fees. In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
12. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.







**City Council Regular**

**Date:** 11/27/2023  
**Title:** Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 23-09  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-23-00168

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**RECOMMENDATION**

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward I.

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

Performance Engineering, on behalf of LaVonne S Anderson, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located 1093 Lincoln Lane. The land being annexed is described as being Lot 1A, Block 2 of Amended Plat of Lots 1 and 2, Block 2, La Ray Subdivision, recorded September 13, 2005, under Document No. 3347797. Including all adjacent Right-Of-Way of Lincoln Lane and Orilla Street. Said annexation containing 0.395 gross acres and 0.226 net acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting. Upon Approval, the second reading will occur December 11, 2023.

**ALTERNATIVES**

City Council may:

- Approve adding the subject property to Ward I, or;
- Disapprove adding the subject property to Ward I. Disapproval will not modify the boundary of Ward I and will create a problem where property inside the City Limits is not within a City Ward.

**FISCAL EFFECTS**

This application has no impact on the Planning Division Budget.

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**Attachments**

Ward Boundary Ordinance

**ORDINANCE NO. 23-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD I PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:**

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward I the following described real property:

Parcels of Land situated in the NE 1/4 of Section 27, T.1N., R.26E., Yellowstone County, Montana, more particularly described as follows:

Lot 1A, Block 2 of Amended Plat of Lots 1 and 2, Block 2, La Ray Subdivision, recorded September 13, 2005, under Document No. 3347797.

Including all adjacent Right-Of-Way of Lincoln Lane and Orilla Street.

Said annexation containing 0.395 gross acres and 0.226 net acres, more or less.

(# 23-09) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 23-\_\_\_\_\_ approving the annexation of the above territory, whichever date is later.
3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.
4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 27<sup>th</sup> day of November, 2023.

PASSED by the City Council on the second reading this 11<sup>th</sup> day of December, 2023.

THE CITY OF BILLINGS:

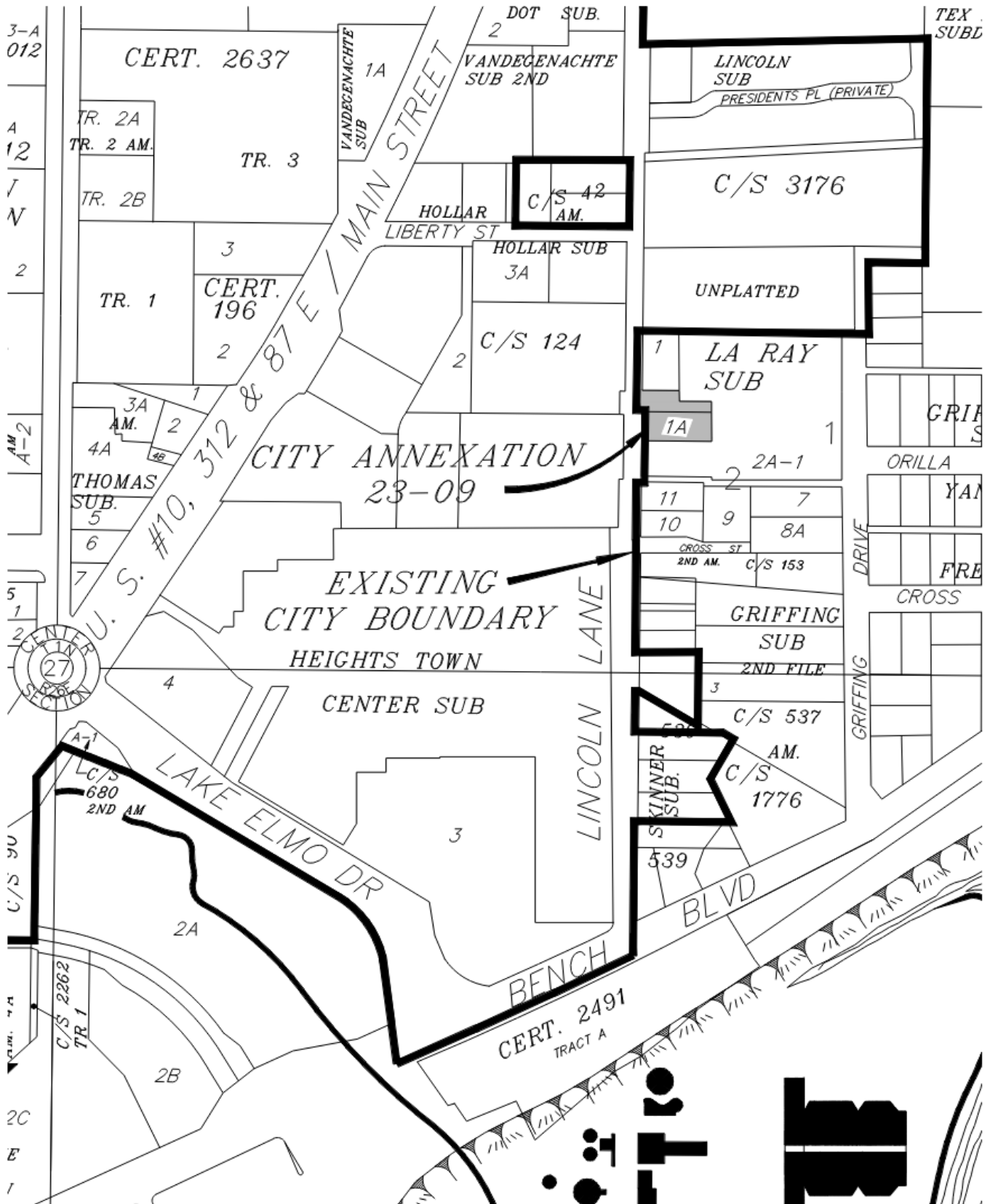
\_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK

(#23-09)

# EXHIBIT "A"



**City Council Regular**

**Date:** 11/27/2023  
**Title:** Zone Change 1039 - 713 Avenue D - Public 2 (P2) to First Neighborhood (N1) - Public Hearing and 1st reading  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-23-00209

---

**RECOMMENDATION**

The Zoning Commission is recommending approval and adoption of the findings of the 10 review criteria for Zone Change 1039.

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

This is a zone change request for a parcel located at 713 Avenue D and legally described as the West 66 ft of the east 132.75 feet of Block 4, Lot 4 (less North 10 ft for the alley), of Billings Heights Subdivision. The current zoning is Public 2 (P2), a zoning that was updated in 2021 to match the existing use of a church. The proposed zoning is First Neighborhood (N1), a zone district in place for all properties to the east and west of this property. North across the alley is Mixed Residential (NX) zoning for multi-unit dwellings. The church was constructed in 1950, prior to current zoning regulations. The building as a church has reached the end of its useful life. A new owner would like to convert the existing structure to a two family dwelling to meet demand for housing in the neighborhood.

The proposed zone change will allow the property to be developed for a one or two unit structure with off-street parking for the new residents. There is a variety of housing options in the area including 2-unit dwellings, single family detached dwellings and multi-unit dwellings. Most of this housing is approximately the same age as the current church but has been reasonably maintained by the owners. Conversion of the existing structure to residential use will require building permits and updates to utility systems. Allowing the existing structure to remain will ensure the new use will fit in with the existing neighborhood fabric. Two off-street spaces are required per dwelling unit, but the two "on-street" spaces on Avenue D in front of the parcel may count towards this requirement. Two additional spaces will need to be created in the rear yard. The proposed zoning of N1 is appropriate given the surrounding zoning and uses.

The N1 zone allows one or 2-unit dwellings. Home occupations are allowed that do not affect the residential character of the area. Planning staff recommended approval based on the compatibility with the adjacent residential homes and duplexes on Avenue D. The Zoning Commission concurred with this recommendation. The proposed zoning is in conformance with the 2016 Growth Policy guidelines. The proposed use and zoning will benefit the orderly transition of this property from a civic institution to a residential property. The proposed zoning supports the city's Infill Policy.

**STAKEHOLDERS**

The applicant held a pre-application neighborhood meeting on September 25, 2023, at the subject property. Five surrounding owners attended the meeting. The primary concern expressed by the surrounding owners was regarding parking for the new residents. Planning staff sent the required mailed notices, posted the property, posted a synopsis of the application on the Current Zoning Application webpage, and published the legal for the Zoning Commission hearing. No public comments were received by the Planning staff prior to this report.

**Zoning Commission Public Hearing November 7, 2023**

The Zoning Commission held its public hearing on November 7, 2023, and received the Planning staff recommendation of approval. Jeff Wollschlager, the applicant/agent spoke in favor of the application. There was no other testimony. Chair Mike Larson closed the public hearing. Commission member Dan Brooks made a motion to recommend approval and adoption of the findings of the ten review criteria. The motion was seconded by Commission member Greg McCall, and approved on a 4 to 0 vote.

**ALTERNATIVES**

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1039 as recommended by the Zoning

- Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1039; or,
- Delay action on the zone change request for up to 30 days at the request of the applicant or on its own motion; or
- Refer the application back to the Zoning Commission for an additional public hearing based on 1) new information submitted that the applicant and public has not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or withdrawal of the application.

## FISCAL EFFECTS

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

## SUMMARY

Prior to any decision on the zone change request, the City Council shall consider the following findings as recommended by the Zoning Commission:

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?

The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

- Infill development and development near existing City infrastructure may be the most cost-effective
- The history and heritage of Billings are cornerstones of our community
- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- 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
- 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
- Neighborhoods that are safe and attractive and provide essential services are much desired
- Zoning and subdivision regulations that utilize Crime Prevention Through Environmental Design (CPTED) strategies result in safer neighborhoods
- Implementation of the Infill Policy is important to encourage development of underutilized properties
- 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
- Homes that are safe and sound support a healthy community

The proposed zoning would allow an existing vacant church to be re-purposed for residential use. The current zoning of Public 2 (P2) was put in place during the zoning code update of 2020/2021. Prior to this time, the parcel was zoned residential. The P2 zone is a specific zone for churches, schools and other civic institutions. The property is located west of the intersection of Avenue D and 7th St West. There is N1 zoning to the east, west and south of the parcel and NX zoning to north across the alley. The N1 zoning allows one or two unit dwellings for each 20 feet of street frontage.

2. Is the new zoning designed to secure from fire and other dangers?

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. The site will be developed in conformance with 27-300.3 or in proportionate compliance.

3. Whether the new zoning will promote public health, public safety and general welfare?

Similar to criteria two, Public health and public safety will be promoted by both the existing zoning and the proposed zoning. The proposed N1 zoning would allow the vacant building to be re-occupied. Vacant land or structures tends to detract from the neighborhood, and invites vandalism or trespassing. Vacant structures also tend to add unpredictability to the area.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

**Transportation:** The proposed zoning should not have any measurable impact on transportation. The re-development for a two-unit dwelling will require provision of some off-street parking.

**Water and Sewer:** The City provides water and sewer to the property. The Utilities Division voiced no concerns.

**Schools and Parks:** Schools and parks should not be negatively affected by the proposed zoning. The nearby elementary school (Highland Elementary) had 245 students enrolled last year with a student teacher ratio of 12

students per teacher. Lewis and Clark Middle School serves this location. Lewis and Clark Middle School had 726 students enrolled last year with a student teacher ratio of 10 students per teacher. Senior High School had a 2022/2023 enrollment of 1,823 students with student teacher ratio of 18:1. The student population capacity of Highland Elementary is 275, Lewis and Clark Middle School can handle up to 542 students, and Senior High School can accommodate 1,600 students. The school district provided no comments on the proposed zone change.

Parks Director Mike Pigg provided the following comments: Parks should not be negatively impacted by the proposed zoning. The proposed development would create one two-family dwelling if approved. The closest public park to this location is Pioneer Park which is less than 0.5 miles away and Lions Park is 0.3 miles away. There are no comments or concerns about the proposed zoning from Parks, Recreation and Public Lands staff.

**Fire and Police:** The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5. Will the new zoning provide adequate light and air?

Similar to criteria 2 and 3, The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. Any redevelopment or additions must be in compliance with BMCC 27-300.3.

6. Will the new zoning effect motorized and non-motorized transportation?

The existing property has a fully developed sidewalk on Avenue D and appears to be in good condition. Traffic volume on Avenue D is not regularly measured but is in the range of a typical local street of less than 500 trips per day. The existing streets can handle any small increase in traffic volume. 1 or 2 dwellings will not create a negative impact on the existing facilities.

7. Will the new zoning promote compatible urban growth?

The proposed zoning is compatible with the adjacent zoning and existing urban growth in the vicinity. Property east, west and south of the subject parcel is zoned N1. North across the alley is NX zoning for multifamily apartments. The zoning does promote compatible urban growth.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use or uses. The proposed zoning will allow the re-use of an existing structure to provide more housing in this neighborhood.

9. Will the new zoning conserve the value of buildings?

The new zoning is not expected to alter the value of any buildings in the area. Any development of the property will need to meet any proportionate compliance with site development and make improvements to any deferred maintenance on the adjacent public improvements such as sidewalks, curbs and gutters.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning will allow the re-development of the property in a desirable neighborhood close to downtown for additional housing. The proposed zoning and use will encourage the most appropriate use of the parcel.

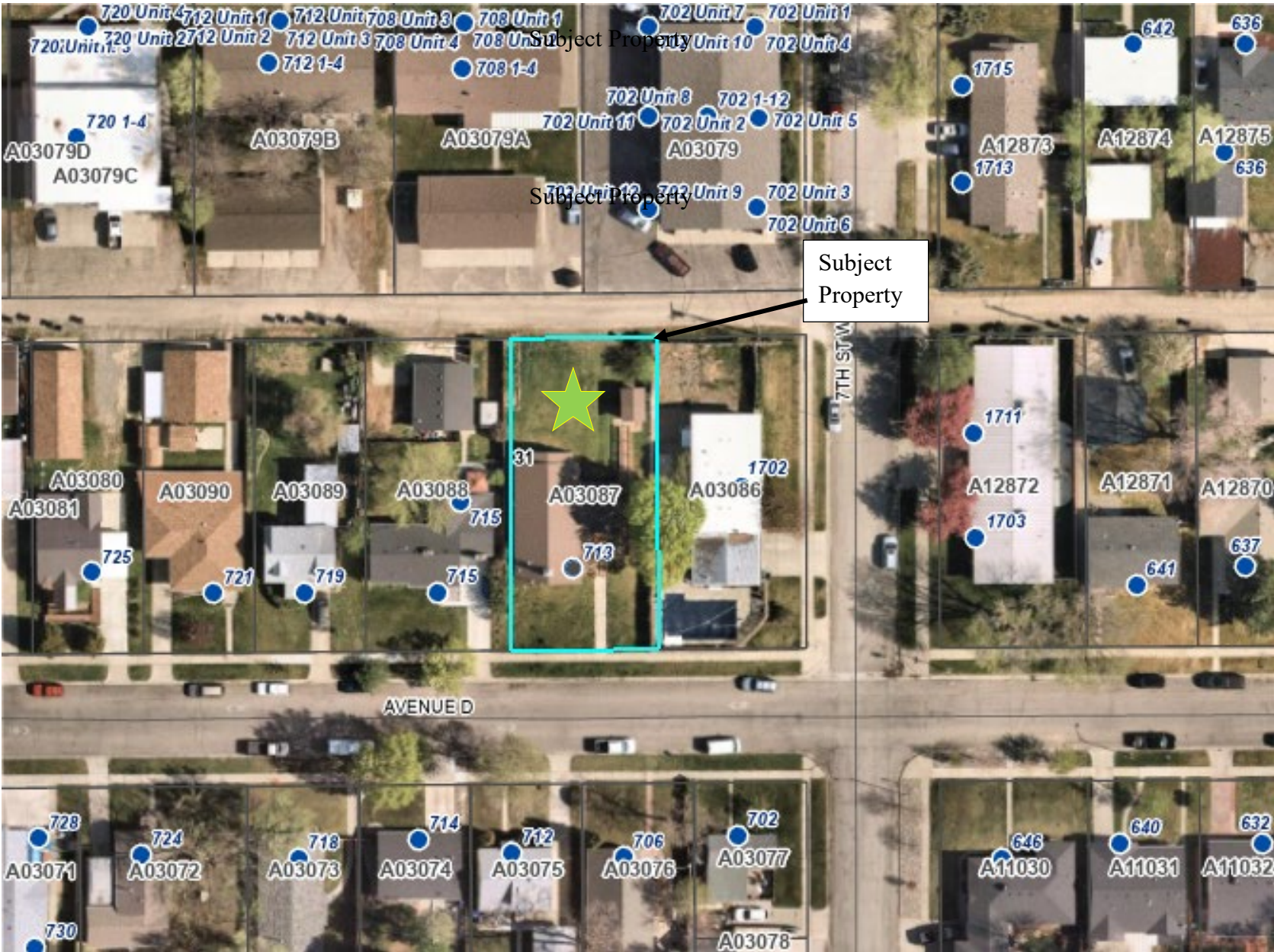
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### Attachments

Zoning Map and Site Photos  
Chart of Zoning History for ZC 1039  
Applicant Letter ZC 1039  
Pre application meeting and minutes  
Proposed redevelopment plan  
Ordinance ZC 1039 final

City Zone Change 1039 – 713 Avenue D  
Zoning Map and Site Photos







Subject Property view from Avenue D



View north east to adjacent residence at 1702 7<sup>th</sup> St W



View north west to adjacent duplex at 715 Avenue D



View west on Avenue D



View south east across Avenue D

Zoning History for City ZC 1039 – 713 Avenue D

| <b>SUBJECT PROPERTY</b>         | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>   | <b>APPROVED (Y/N)</b>     | <b>ADDITIONAL DATA</b>                       |
|---------------------------------|--------------------|-------------|--------------|---------------------------|----------------------------------------------|
|                                 | None               |             |              |                           | Previous zone of R60<br>update to P2 in 2021 |
| <b>SURROUNDING<br/>PROPERTY</b> | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>   | <b>APPROVED<br/>(Y/N)</b> | <b>ADDITIONAL DATA</b>                       |
| 924/932 Avenue B                | 53                 | 4/23/74     | R96 to RMF-A | Yes                       | Now CMU1                                     |
| 833 Avenue D                    | 79                 | 3/24/1975   | R60 to RMF   | Yes                       | Now NX3                                      |
| 800 Block of Ave E and<br>Ave F | 86                 | 6/2/1975    | R60 to RMF-R | No                        | Now NX3 and NX1                              |
| 601 Parkhill Dr                 | 182                | 11/28/1977  | R96 to R60   | Yes                       | Now N1                                       |
| 544 Parkhill Dr                 | 214                | 7/24/1978   | R96 to R60   | No                        | Now N1                                       |
| 602 Beverly Hill Blvd           | 382                | 1/24/1983   | R96 to R60   | Yes                       | Now N1                                       |
| 702 Beverly Hill Blvd           | 387                | 4/25/1983   | R96 to R60   | Yes                       | Now NX2                                      |
| 800 Block Avenue E              | 777                | 5/22/2006   | R60 to RMF   | Yes                       | Now NX3                                      |

**Written Statement for Zoning change request.**

PROJECT#: 713 Ave D Zone change

Property Address: 713 AVENUE D  
Township: 01 N Range: 26 E Section: 31  
Subdivision: BILLINGS HEIGHTS SUBD Block: 4 Lot: 4  
Full Legal: BILLINGS HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 4, Lot 4, W66' OF E132.75' LESS N10' FOR ALLEY

To whom it may concern,

We are proposing a Zone change from P2 to an N1-Zoning. The zoning change will allow the existing structure, formerly a church, to be built-out as a residential duplex. This zone change will match the zoning of surrounding properties. The existing structure size and location on the lot meets all zoning requirements for the proposed N1 zoning. This zone change is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.

Sincerely,



Jeff Wollschlager  
Agent/ Representative

## Zoning change request meeting minutes:

PROJECT#: 713 Ave D Zone change

Property Address: 713 AVENUE D  
Township: 01 N Range: 26 E Section: 31  
Subdivision: BILLINGS HEIGHTS SUBD Block: 4 Lot: 4  
Full Legal: BILLINGS HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 4, Lot 4, W66' OF E132.75' LESS N10' FOR ALLEY

Meeting was held at 5pm 9-25-23 at 713 Ave D.

Attendance/ Comments:

Casey McLennan, owner of 713 Ave D

Kay Bartlett, owner of 1702 7<sup>th</sup> St W. Parking was a concern.

Mark and Stephanie Thorm, owner of 707 Ave E. Illegal aliens living there was their concern

Vangie, owner of 708 Ave E. Parking was a concern

Galys , owner of 1703 7<sup>th</sup> St W. Parking was a concern.

Parking concern was addressed by informing them there will not be an addition onto the existing structure and will be built out for no more than 2 units. On street parking in the front and off-street parking in the rear lot is more than adequate.

Future Occupants addressed. No illegal immigrants will be living there. Commented that with new construction and finishes this property will demand the upper end of the rental market (Price per SQ FT). No section 8, low income, or illegal immigrants.

Meeting adjourned at 5:20pm

# 713 DUPLEX

## 713 AVE D

BILLINGS

MONTANA

### OWNER

MCLENNAN, CASEY JAMES &  
ROBERT L  
406-998-7447

### CONTRACTOR

CONTRACTOR

### INDEX OF DRAWINGS

T1.0 TITLE/SITE PLAN  
A1.0 EXISTING PLAN  
A1.1 MAIN LEVEL PLAN

### SCOPE OF WORK

BUILD OUT OF EXISTING CHURCH TO A  
RESIDENTIAL DUPLEX

### ADOPTED CODES

INTERNATIONAL RESIDENTIAL CODE, 2021  
EDITION

### GENERAL NOTES

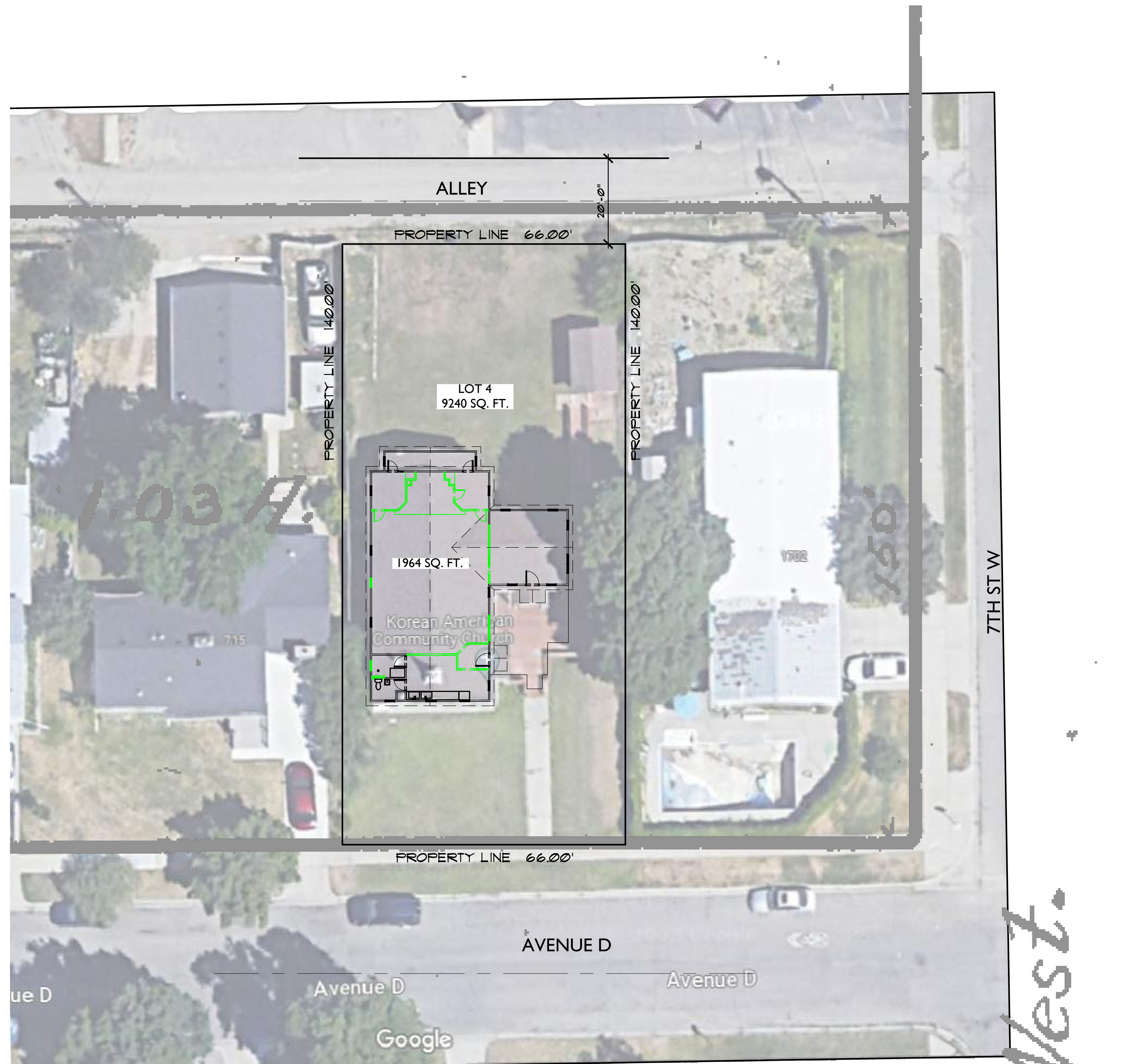
-CONTRACTOR TO VERIFY ALL EXISTING  
CONDITIONS PRIOR TO CONSTRUCTION

-ALL EXISTING AND FINISHED GRADES AND  
ELEVATIONS TO BE VERIFIED PRIOR TO  
CONSTRUCTION

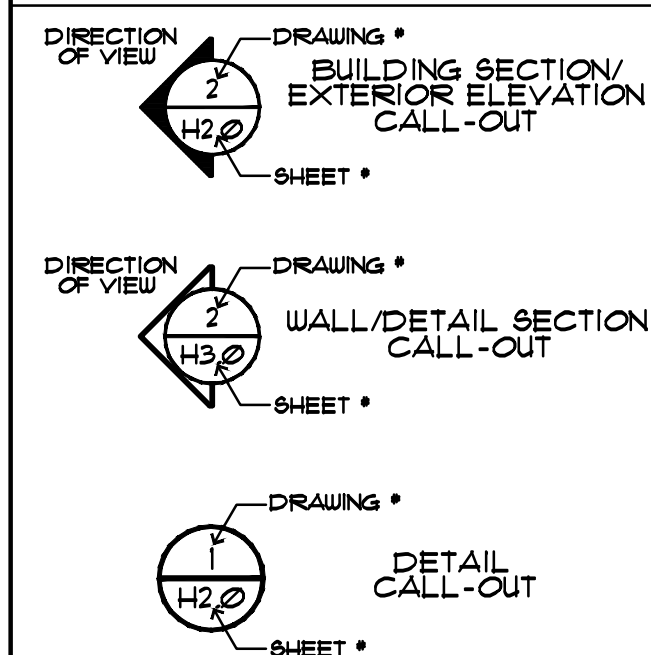
### SITE INFO

Property Address: 713 AVENUE D  
Township: 01 N Range: 26 E  
Section: 31  
Subdivision: BILLINGS HEIGHTS  
SUBD Block: 4 Lot: 4  
Full Legal: BILLINGS HEIGHTS  
SUBD, S31, T01 N, R26 E, BLOCK 4,  
Lot 4, W66' OF E132.75' LESS N10'  
FOR ALLEY

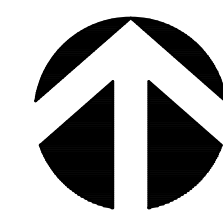
LOT SIZE: 9240 SQ. FT.  
ZONING: P2-PUBLIC, CIVIC AND INSTITUTIONS  
EXISTING AREA: 1964 SQ. FT.



### SYMBOLS LEGEND



1 SITE PLAN  
T1.0 SCALE: 1/16"=1'-0"



PRELIMINARY

713 AVE D  
CASEY

TITLE/ SITE

### DATES

REV 9-25-23  
REV  
REV

### SET:

PROJECT NO. 15923  
DRAWN BY: JJW  
CHECKED BY: JJW

TITLE/ SITE

SHEET  
T1.0

NOTE:  
 -ALL WALL DIMENSIONS ARE TAKEN TO THE  
 EDGE OF FRAMING. WINDOWS AND DOORS  
 ARE DIMENSIONED TO THE CENTER OF THE  
 OPENING. OPENINGS NOT DIMENSIONED TO  
 BE CENTERED IN SPACE PROVIDED.

**AREA**

1964 SQ. FT. EXISTING AREA PER COUNTY RECORD

DATES

REV 9-25-23  
 REV  
 REV

SET:

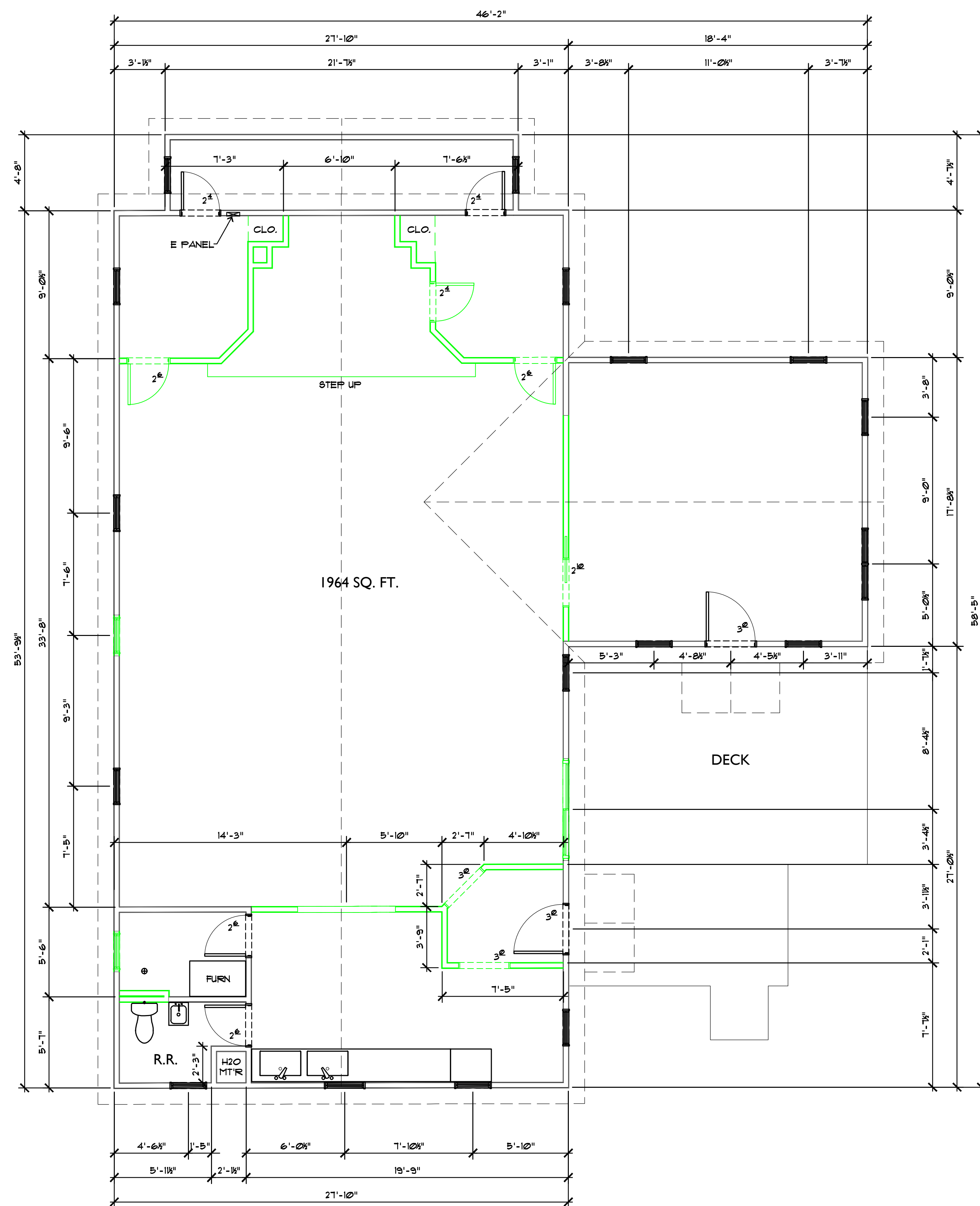
PROJECT NO. 15923  
 DRAWN BY: JWW  
 CHECKED BY: JWW

PRELIMINARY

MAIN LEVEL PLAN

SHEET

A1.0



1  
 A1.0 EXISTING MAIN LEVEL PLAN  
 SCALE: 1/4" = 1'-0"

**NOTES**

-VERIFY ALL WINDOW SIZES W/ MANUFACTURER SPECS.

-(UNIT 1) 2 BED 2 BATH  
 -(UNIT 2) 3 BED 2 BATH

**WALL LEGEND** SCALE 1/4" = 1'-0"

1E DESIGNATES EXTERIOR WALL SHEATHED WITH OSB + SIDING  
 2E DESIGNATES EXTERIOR WALL SHEATHED WITH OSB + SIDING  
 2B DESIGNATES WALL TO BE INSULATED.

INTERIOR APPLICATION TO BE PAINTED 5/8" GYP. BD.

MINIMUM INSULATION VALUES FOR ALL SYSTEMS ARE AS FOLLOWS:

|                              |                          |
|------------------------------|--------------------------|
| 1. CEILING                   | R-30 (w/ 2" energy heat) |
| 2. WALLS                     | R-21                     |
| 3. FLOOR (over heated space) | R-30                     |
| 4. FOUNDATION WALLS          | R-21                     |
| 5. BASEMENT WALLS            | R-19                     |
| 6. DOORS                     | R-2                      |
| 7. WINDOWS                   | U-0.32                   |

- F EXHAUST FAN, 120CFM INTERMITTENT KITCHENS, 50 CFM BATHROOMS/ TOILET ROOMS INTERMITTENT
- SD SMOKE DETECTOR (SMOKE DETECTORS WITHIN 20' OF A COOKING APPLIANCE MUST BE THE ALARM SILENCING TYPE)
- HB HOSE BIB
- C CARBON MONOXIDE DETECTOR
- S.G. SAFETY GLAZING

**NOTE:**  
 -ALL WALL DIMENSIONS ARE TAKEN TO THE EDGE OF FRAMING. WINDOWS AND DOORS ARE DIMENSIONED TO THE CENTER OF THE OPENING. OPENINGS NOT DIMENSIONED TO BE CENTERED IN SPACE PROVIDED.

**AREA**

AREA:  
 757.28 SQ. FT. UNIT 1  
 1165.01 SQ. FT. UNIT 2

**DOORS AND WINDOWS**

-ALL INTERIOR DOOR HEIGHTS TO BE 6'-8" h.  
 -EXTERIOR WINDOW/ DOOR HEIGHTS TO BE 7'-0" A.F.F. @ MAIN LEVEL

**EGRESS WINDOWS**

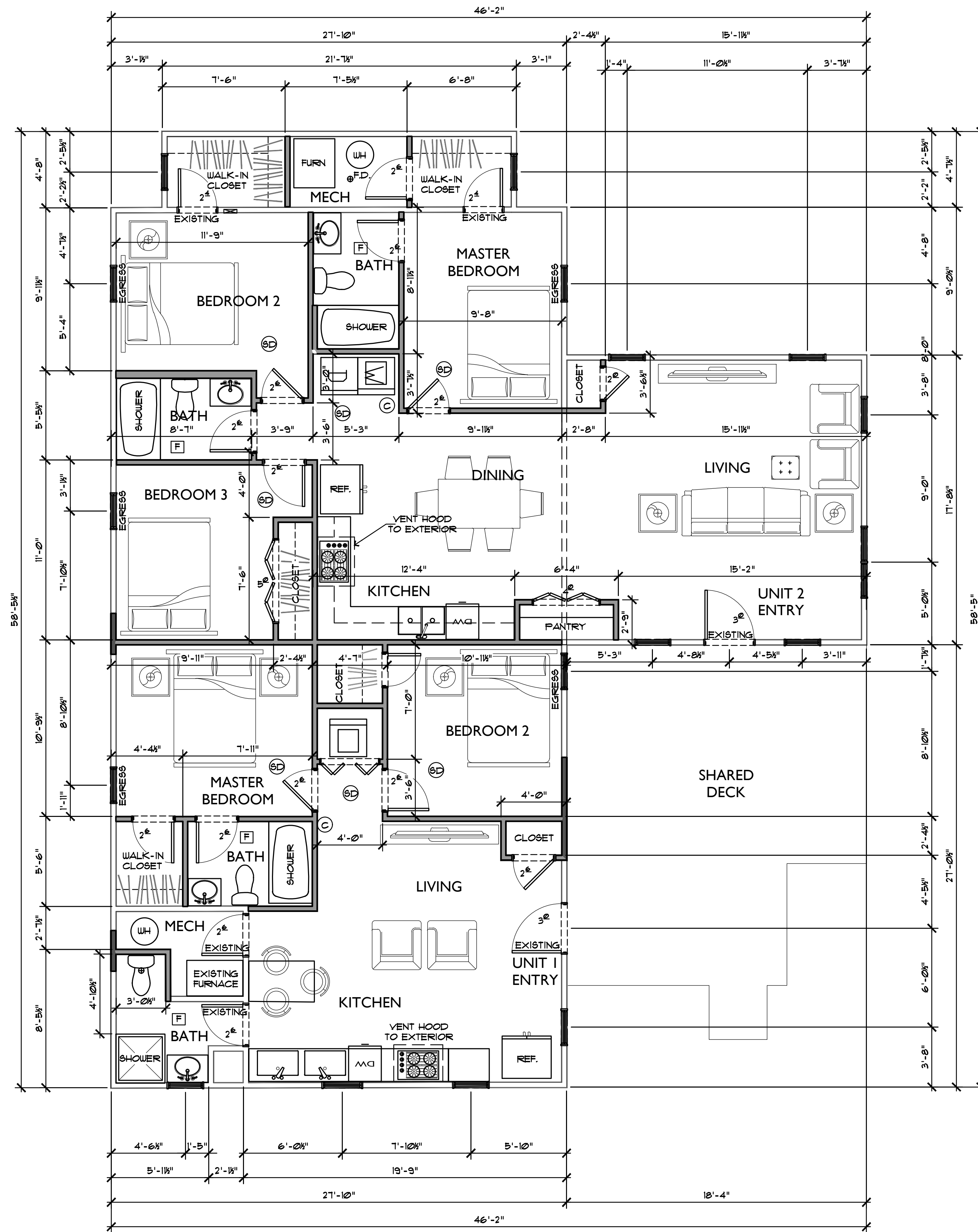
-EGRESS WINDOWS @ MAIN LEVEL TO HAVE A MIN. NET CLEAR OPENING OF 5.0 SQ. FT. WITH A MIN. HEIGHT OF 24" & A MIN. WIDTH OF 20". 44" A.F.F. TO OPENING MAX.

**SMOKE DETECTORS**

SMOKE DETECTORS ARE REQUIRED IN EACH SLEEPING ROOM, OUTSIDE SLEEPING AREAS, IN BASEMENTS, AND ON EACH STORY

**FUEL BURNING APPLIANCES**

FUEL BURNING APPLIANCES, WHERE OPEN COMBUSTION AIR DUCTS PROVIDE COMBUSTION AIR, TO OPEN COMBUSTION FUEL BURNING APPLIANCES SHALL BE INSTALLED IN ACCORDANCE WITH IECC 2018 R402.4.4



**1 MAIN LEVEL PLAN**  
 SCALE: 1/4" = 1'-0"

**DATES**

REV 9-25-23  
 REV  
 REV

**SET:**

PROJECT NO. 15923  
 DRAWN BY: JWW  
 CHECKED BY: JWW

ORDINANCE 23-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION for Lot 4, Block  
4 of Billings Heights Subdivision, W66' OF E132.75'  
LESS N10' FOR ALLEY, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1. RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Sections 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

**Section 2. DESCRIPTION.** Lot 4, Block 4 of Billings Heights Subdivision, W66' OF E132.75' LESS N10' FOR ALLEY, is presently zoned Public 2 (P2), and is shown on the official zoning map within this zone.

**Section 3. ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for Lot 4, Block 4 of Billings Heights Subdivision, W66' OF E132.75' LESS N10' FOR ALLEY, is hereby changed from Public 2 (P2), to First Neighborhood (N1), and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to First Neighborhood (N1), as set out in the Billings, Montana City Code.

**Section 4. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 5. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 6. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 27<sup>th</sup> day of November, 2023.

PASSED, ADOPTED and APPROVED on second reading this 11<sup>th</sup> day of December, 2023.

CITY OF BILLINGS

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

William A. Cole, Mayor

Attest:

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

Denise R. Bohlman, City Clerk

Zone Change 1039 – 713 Avenue D

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Downtown Billings Partnership - Tax Increment Assistance - Yesteryear's Antique Mall Relocation  
**Presented by:** Wyeth Friday  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** No  
**Project Number:** N/A

**RECOMMENDATION**

The Downtown Billings Partnership (DBP) Board recommends the City Council approve up to a maximum reimbursement of \$152,500 from Downtown Urban Renewal tax increment financing district funds to Yesteryear's Antique Mall for its relocation from 102 North 29th Street to the Hart-Albin Building at the northwest corner of North 28th and 2nd Avenue North. Actual reimbursement will be based upon 100% of the actual costs incurred for qualified expenses for renovation, subject to the following condition:

1. This TIFD reimbursement is the maximum that can be received pending satisfactory submission of all paid invoices showing the completion of expenditures related to this project.

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

The Downtown Billings Partnership staff working in coordination with the Yesteryear's Antique Mall and Zoot Enterprises brought this request for TIF funds to the DBP. The DBP Board discussed the request at its meeting in September and again in October to facilitate the relocation of the Yesteryear's Antique Mall from 102 South 29th Street to the Hart-Albin Building at Broadway and 2nd Avenue North. The request was vetted by DBP staff, the Development Committee and the DBP Board before the Board made a recommendation to City Council at its October 27 meeting to fund the project for up to \$152,500. The relocation expenses include actual physical moving expenses of the Yesteryear's Antique Mall, some interior demolition work on the lower level of the Hart-Albin Building, publicly accessible ADA restrooms, some electrical utility upgrades, signage and parking.

This relocation effort is driven by a redevelopment project supported by the DBP Development Committee, the Downtown Billings Partnership Board and DBP staff that has been presented by Urban Frontier Development Services to redevelop 102 N 29th Street <https://www.highplainsarchitects.com/on-the-boards/futurity-tower>. The project proposes 2 floors of retail restaurant space, some commercial lease space, and 10 floors of a total of 120 apartments. More details of this project will be coming to the Council for consideration in early 2024, but the project will further address the downtown housing needs as well as create a major downtown anchor and active space at the intersection of two of the major travel corridors in Downtown Billings.

The relocation project and its purpose is in alignment with the elements/goals of the DBA Strategic Plan, North 27th Street Urban Renewal Plan, City TIF Policy and MCA as outlined in detail below:

- The project addresses blight remediation (MCA 7-15-4282 through 7-15-4294 and Ordinance 12-5590) through the future demolition of the existing old building on the site. The use of TIF funds for relocation of occupants to facilitate redevelopment also is permitted per MCA 7-15-4288 (3).
- The project further enhances the vibrancy of Downtown Billings through a twofold effort - redevelopment of the existing Yesteryear's location at 1st Avenue North and North 29th Street, and the occupancy of the lower level of the Hart-Albin Building (not occupied since the 1990s) at the northwest corner of 2nd Avenue North and North 28th with a significant business that is open 7 days a week and brings visitors from Billings and the region.
- The application aligns with the issue of addressing housing in Downtown Billings in relation to the redevelopment project, business retention and support, as well as other elements/goals of the DBA Strategic Plan (may be viewed through this link <https://downtownbillings.com/about/about-the-dba/>), City TIF Policy, MCA, and the North 27th Street District Urban Renewal Plan (See Table 1 below and the DBP Board Recommendation document attachment).

Table 1.

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

| Qualified Improvements                                                                                                                                              | DBA Strategic Plan                                                                                                                                                                                    | City TIF Policy                                                                                                                                                                                                  | Urban Renewal Plan                                                                                                                              | Montana Code Annotated                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Site work and safety - Interior Demolition and Site Prep; ADA restrooms, utility upgrades<br><br>Public access and area improvements - ADA compliance for restrooms | Vibrant & Connected Downtown<br><br>Strong Downtown Identity --P.13<br><br>Transformative Initiative - P. 15 - Increase Downtown Residential Population Through Targeted Downtown Housing Initiatives | Permitted uses of TIF Funds:<br><br>Demolition and structure removal - P.2<br>Relocation of Occupants - P. 2<br>Private infrastructure with Public Benefit -- P.2<br><br>Financial Assistance Through TIF -- P.2 | Business Retention - Targeted assistance and review of existing street level businesses - P.54<br><br>Crime Prevention and Public Safety - P.55 | 7-15-4202 (3)<br>7-15-4233 (i)<br>7-15-4288 (2)<br>(3) |

The DBP Board supports this use of TIF funds, recognizing the Yesteryear's Antique Mall continues to be a significant economic driver for Downtown Billings that needs to be supported because of the future redevelopment of its current location, redevelopment of 102 N 29th Street for additional housing and commercial activity is a critical step to providing housing and ongoing support of the City core, and activating a portion of the Hart-Albin Building with a retail business helps bring pedestrian traffic and more commerce to the SkyPoint intersection.

**STAKEHOLDERS**

The DBP Board Meeting and the City Council Meeting are both public meetings that members of the public may attend and provide comment on agenda items. PCSD staff was not aware of any public comment at the DBP Board meeting and had not received any comment from the public at the time this memo was prepared.

**ALTERNATIVES**

City Council may:

- Approve the recommendation from the DBP Board for the expenditure of these TIF funds consistent with some elements/goals of the DBA Strategic Plan, North 27th Street Urban Renewal Plan, City TIF Policy and MCA.
- Modify the recommendation from the DBP Board for the expenditure of these TIF funds before taking action, or;
- Disapprove the recommendation from the DBP Board for the expenditure of these TIF funds. If the Council chooses not to approve this TIF application, specific reasoning for the denial is necessary to provide further direction to the DBP Board and staff, and City staff for future applications. Further, not approving this application could hinder the redevelopment of the property at 102 North 29th that is controlled by the DBP and City and is slated for a major mixed use redevelopment project that will bring additional housing and restaurant/retail development to Downtown Billings.

**FISCAL EFFECTS**

The recommendation is for up to \$152,500 to be reimbursed to Yesteryear's Antique Mall and Zoot Enterprises for the identified building demolition, utilities, signage, restroom remodel to meet ADA requirements and moving expenses to facilitate the relocation of the Yesteryear's Antique Mall into the basement level of the Hart-Albin Building 2nd Avenue North and North 28th Street. The total relocation project cost, including the TIF funds request, is about \$436,500, with Yesteryear's Antique Mall and Zoot Enterprises spending \$284,000. While this is an unusual application as the relocation is necessary to allow redevelopment of a property the City and DBP control, the private to public investment ratio for this project is a little less than 2:1 or about 65% private to 35% public.

The funds are payable per the condition of approval outlined above in the DBP recommendation, pending satisfactory submission of all paid invoices showing actual cost incurred for the project. If approved, payment may be made in early 2024, as the City approved Downtown District Budget for FY24 included funding for this project, anticipating the relocation might occur.

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## Attachments

DBP Funding Request  
Yesteryear's Assistance Summary  
2008 Downtown Urban Renewal Plan  
City TIF Policy



October 26, 2023

City of Billings Planning and Community Services  
Attn: Wyeth Friday  
P.O. Box 1178  
Billings, MT 59103-1178

Request for TIF Assistance - Relocating Yesteryears Antique Mall

Dear, Wyeth -

The DBP is hereby submitting a request for TIF assistance on behalf of Yesteryears Antiques to relocate them from 102 N 29th Street to the Hart-Albin building in the Expanded North 27th Street Urban Renewal District.

The project involves demo, utility upgrades, ADA upgrades, signage & moving expenses. Due to future plans to redevelop the site, the business would like to relocate and get established in the new location. Pursuant to MCA 7-15-4288 (3) - relocation of occupants, both the landlord and the tenant are contributing towards the enhancements of the space to welcome the new tenant. Their financial contributions will focus on non-eligible expenses while the TIF award will reimburse eligible expenses.

The total request is up to \$152,500. The Board of Directors of the DBP as well as the Development Committee support this project & recommend approval. This project complies with the Montana Code Annotated as well as City's TIF Policy; however, it is more of a 1:1:1 match among all three entities (current landlord/DBP, future landlord/Zoot, and tenant/Yesteryears). Furthermore, this project conforms with goals of the Urban Renewal Plan as well as the Downtown Billings Strategic Plan such as activation of a vacant space, relocating a well established business to retain them in the downtown area, and driving more visitations to the intersection of Skypoint Yesteryears Antiques is one of the few businesses that's open 7 days a week so it will be a welcomed activity on a Sunday to generate more eyes on the streets and shopping power that may encourage neighboring businesses to modify their hours and work off of this new energy.

The DBP is requesting a position for review by the Billings City Council during its regular meeting Monday, November 13th.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Mehmet Casey", is written over a horizontal line.

Mehmet Casey  
Development Director  
Downtown Billings Partnership

## Action Item - b

*RE: Relocation of Yesteryears TIFD Assistance*

### Background:

With the help of the Development Committee, the Downtown Billings Partnership Board is moving forward with the one proposal received from Urban Frontier Development Services to redevelop 102 N 29th Street. The DBP will furnish the developer with a letter of intent to begin their steps in studying the project, establishing partnerships, securing funding, and ultimately executing a development agreement. This will require relocating the Yesteryears Antique Mall; therefore, DBP staff has worked diligently with the owners of the business and the owners of their future home. DBP staff is seeking TIF funding to assist in the relocation of the Yesteryears Antique Mall from 102 N 29th Street to 208 N Broadway, the lower level of the Hart Albin building. Zoot Enterprises is the property owner of the Hart Albin building and is excited to welcome retail activity back into the building. The hope is to obtain approval, implement improvements to the future space, and relocate the business in February of 2024. The lower level of the Hart Albin building had not been occupied since the 1990s when Zoot Enterprises acquired the building. There's roughly 20,000+ square feet of usable space. MCA 7-15-4288 (3) permits relocation of occupants and the City's current TIF policy supports this use. Coincidentally, this may be Billings' first use of TIF dollars to relocate an occupant. The only other examples staff was able to find were in Butte. Due to the unique nature of this request, it will not look like a regular TIF request in which an applicant applies and presents to a review committee. This request is coming before the Board as the first step and if recommended, it will go to Council as a second step and final step. In anticipation of this, DBP staff had allocated adequate funding in the FY24 budget. Below is a breakdown of the DBP's staff recommendation:

| Eligible expenses/categories    | Eligibility   | Recommended | Percentage of Recommendation |
|---------------------------------|---------------|-------------|------------------------------|
|                                 | MCA 7-15-4288 |             |                              |
| Demo                            | \$10,000      | \$10,000    | 100%                         |
| Utilities (electrical services) | \$18,000      | \$18,000    | 100%                         |
| ADA restrooms                   | \$32,000      | \$32,000    | 100%                         |
| Utilities (HVAC)                | \$25,000      | \$25,000    | 100%                         |
| Moving Expenses                 | \$63,000      | \$63,000    | 100%                         |
| Signage                         | \$3,000       | \$3,000     | 100%                         |
| Parking                         | \$1,500       | \$1,500     | 100%                         |
| Total                           | \$152,500     | \$152,500   | 100%                         |

| <b>Zoot Properties Contributions (landlord)</b> |                  |
|-------------------------------------------------|------------------|
| Drop ceiling repairs                            | \$6,000          |
| Storage removal                                 | \$10,000         |
| Elevator repairs                                | \$90,000         |
| Sound dampening                                 | \$30,000         |
| Flooring repairs                                | \$20,000         |
| Project management                              | \$25,000         |
| <b>Total</b>                                    | <b>\$181,000</b> |

| <b>Yesteryears Antiques Contributions (Tenant)</b> |                  |
|----------------------------------------------------|------------------|
| Finishes (paint, cabinetry, etc.)                  | \$5,000          |
| Coffee bar                                         | \$14,500         |
| Advertising/marketing                              | \$3,500          |
| Lost revenue                                       | \$80,000         |
| <b>Total</b>                                       | <b>\$103,000</b> |

**Proposal:**

This award will also be dispersed differently than usual TIF projects in which the disbursement ought to be processed faster to pay for the services rendered for the site improvements and relocation of the business.

**Financials:**

If approved, reimbursement is available in FY24. City Council has final authority in approval, disapproval, or modification then approval of DBP recommendation. No budget amendment is needed as it was budgeted for when the FY24 budget was approved.

**NOTE: SUPPORTING DOCUMENTS FOLLOW AGENDA**

# CITY OF BILLINGS

CITY OF BILLINGS' VISION STATEMENT:

***"THE MAGIC CITY – A VIBRANT, WELCOMING PLACE WHERE  
PEOPLE FLOURISH AND BUSINESS THRIVES"***

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## AGENDA

COUNCIL CHAMBERS

December 8, 2008

6:30 P.M.

**CALL TO ORDER – Mayor Tussing**

**PLEDGE OF ALLEGIANCE – Mayor Tussing**

**INVOCATION – Councilmember McCall**

**ROLL CALL**

**MINUTES – November 13, 2008, Special Meeting  
November 24, 2008**

**COURTESIES** – Presentation to Al Winegardner and family in appreciation of donation in memory of Jayne Winegardner

**PROCLAMATIONS**

**ADMINISTRATOR REPORTS – Tina Volek**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Item: 1 ONLY.**  
**Speaker sign-in required.** (Comments offered here are limited to 1 minute per speaker. Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item.)

*(NOTE: For Items not on this agenda, public comment will be taken at the end of the agenda. Please sign up on the clipboard located at the back of the room.)*

### **CONSENT AGENDA:**

1. A. **Change Order #3**, W.O. 08-09, Waste Water Treatment Plant Primary Effluent Pipe Replacement and Sludge Drying Bed Expansion, Western Municipal, \$20,468.65, and **increase** the City Administrator's change order authority by \$50,000.

B. **Approval** of compensation agreement for Private Contract No. 599, Emmanuel Baptist Church Sanitary Sewer Extension project, \$325,360.

**C. Approval** of amended Purchase and Sale Agreement with School District Two for ten acres within Cottonwood Park for \$200,000, and **authorization** for the Mayor to execute associated documents to consummate the sale and transfer of ownership of the property.

**D. Approval** of grant application submittal to Safe Route to School Program for the Elementary School Traffic Plan, \$50,000.

**E. Resolution** relating to financing of proposed Zone 3 Storage, Zone 4 Reservoir project and Water Rehabilitation project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code for the purpose of reimbursing the City with bond sale proceeds for financing water projects prior to the availability of funds.

**F. Resolution** relating to financing of a proposed Wastewater treatment plant disinfection system project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code for the purpose of reimbursing the City with bond sale proceeds for financing sewer projects prior to the availability of funds.

**G. Second/Final reading** ordinance expanding the North 27<sup>th</sup> Street Urban Renewal Area – 2008.

**H. Second/Final reading** ordinance modifying the South Billings Boulevard Urban Renewal District.

**I. Exempt Amended Plat** of Tract 1 of Certificate of Survey 1815.

**J. Bills and Payroll**  
(1) November 7, 2008  
(2) November 14, 2008

**(Action:** approval or disapproval of Consent Agenda.)

## **REGULAR AGENDA:**

**2. PUBLIC HEARING AND RESOLUTION GRANTING NEW OR EXPANDING INDUSTRY TAX INCENTIVES FOR BIG SKY ECONOMIC DEVELOPMENT AUTHORITY/GENERAL ELECTRIC CAPITAL CORPORATION** for a new building at 3333 Hesper Road. Staff recommends approval. **(Action:** approval or disapproval of staff recommendation).

**3. PUBLIC HEARING AND RESOLUTION GRANTING NEW OR EXPANDING INDUSTRY TAX INCENTIVES FOR DALCO INDUSTRIES DBA TETON STEEL** for property improvements at Gabel Road and South 29<sup>th</sup> Street. Staff

recommends approval. (**Action:** approval or disapproval of staff recommendation).

4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR REVISIONS TO BOARDS AND COMMISSIONS:** Revisions that provide consistency in procedural areas for advisory boards, commissions and committees, and reorganizes ordinances into one Article of the Code. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation).
5. **PUBLIC HEARING FOR EXTENSION OF INTERIM ZONING ORDINANCE:** A proposed one-year extension of the Interim Zoning Ordinance that amends Section 27-611, Sexually Oriented Businesses, and allows the interim zoning ordinance to be effective until December 23, 2009. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation).
6. **DOWNTOWN BILLINGS PARKING STUDY.** Delayed from 11/24/08. Staff recommends approval of contract with Rich and Associates, Inc. for \$68,500. (**Action:** approval or disapproval of staff recommendation).
7. **PUBLIC COMMENT on Non-Agenda Items -- Speaker sign-in required.** (*Restricted to ONLY items not on this printed agenda; comments limited to 3 minutes per speaker. Please sign up on the clipboard located at the back of the Council Chambers.*)

(**Action:** approval or disapproval of Consent Agenda.)

## ADJOURN

(**NOTE:** Additional information on any of these items is available in the City Clerk's Office)

Visit our Web site at:  
<http://ci.billings.mt.us>

**ATTACHMENT A**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE MODIFYING THE URBAN RENEWAL PLAN OF THE NORTH 27<sup>TH</sup> STREET DISTRICT URBAN RENEWAL AREA; MODIFYING THE BOUNDARIES OF THE DISTRICT; ADOPTING A MODIFIED URBAN RENEWAL PLAN INCLUDING A TAX INCREMENT PROVISION; APPROVING URBAN RENEWAL PROJECTS THEREIN AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT URBAN RENEWAL REVENUE BONDS OF THE CITY TO FINANCE COSTS THEREOF

NOW, WHEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

WHEREAS, on July 11, 2005 the City Council adopted Ordinance No. 05-5333, which created the North 27<sup>th</sup> Street District Urban Renewal Area (hereafter “North 27<sup>th</sup> Street District”) and adopted the Urban Renewal Plan of the North 27<sup>th</sup> Street District Urban Renewal Area (“N. 27<sup>th</sup> Street Plan”) that included a tax increment provision and endorsed urban renewal projects.

WHEREAS, on November 13, 2006 the City Council adopted Ordinance No. 06-5394 which expanded the boundaries and amended the N. 27<sup>th</sup> Street Plan to create the Extended N. 27<sup>th</sup> Street District that included a tax increment provision and endorsed urban renewal projects.

WHEREAS, it has been determined that the Extended North 27<sup>th</sup> Street District and the N. 27<sup>th</sup> Street Plan should be modified to include additional property contiguous to the Extended North 27<sup>th</sup> Street District.

WHEREAS, this Council on November 24, 2008, conducted a public hearing on a proposal to modify the N. 27<sup>th</sup> Street Plan by adopting the Urban Renewal Plan of the Expanded North 27<sup>th</sup> Street District Urban Renewal Area - 2008, thereby establishing a modified urban renewal area to be formally designated as the Expanded North 27<sup>th</sup> Street District Urban Renewal Area - 2008 (the “Expanded North 27<sup>th</sup> Street District - 2008” or “the Property”), and to undertake urban renewal projects therein, all as authorized by Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”).

WHEREAS, the Expanded North 27<sup>th</sup> Street District - 2008 is depicted on Attachment 1 (depicting the relationship of the Expanded North 27<sup>th</sup> District – 2008 to the Extended N. 27<sup>th</sup> Street District) and which is hereby incorporated herein and made a part hereof. Pursuant to this Ordinance, the boundaries of the Redevelopment Area are modified to reflect the addition of the Property depicted on the map on Attachment 1. The Redevelopment Area, as modified, is depicted on Attachment 1 and legally described on Attachment 2 (the “Resulting Redevelopment Area”) (each of which is hereby incorporated herein and made a part hereof). The Resulting Redevelopment Area is contiguous.

WHEREAS, opportunities have been presented to the City that makes it desirable for the City to consider urban renewal projects within the Expanded North 27<sup>th</sup> Street District - 2008 consisting of demolishing certain blighted structures within the district; improving such properties with new construction, landscaping, utilities, and other similar improvements; and making the properties so improved available for private redevelopment in accordance with the Act (the "Projects"). Development proposals to be considered for funding include mixed use projects, building renovations, services for the District and the construction or expansion of City owned parking structures within the District.

WHEREAS, the proposed modified urban renewal plan titled the Urban Renewal Plan of the Expanded North 27<sup>th</sup> Street District - 2008 is attached hereto as Attachment 3 (which is hereby incorporated herein and made a part hereof) (the "Modified Plan"). The Modified Plan contains a tax increment provision and will govern the operation and administration of the Expanded North 27<sup>th</sup> Street District - 2008.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Billings, Montana, as follows:

1. Findings. This Council hereby finds, determines and declares, based on the comments received at the public hearing and other studies and information available to this Council, that:

a. The Property presently contains structures and improvements that are in a state of substantial deterioration, are obsolete or defective, pose unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses. The present condition of the Property substantially impairs the sound functioning of the downtown area of the City and its environs, is conducive to juvenile delinquency and crime, poses the threat of vandalism or mischief and fire or loss, constitutes an economic and social liability, and is a menace to the public health, safety, and welfare of the residents of the City. Accordingly, the Council reaffirms its previous findings that the Property is a blighted area within the meaning of Section 7-15-4210 of the Act. This Council finds that the rehabilitation, redevelopment or a combination thereof of the Property is necessary and in the interest of the health, safety, morals or welfare of the residents of the City. This Council finds that undertaking measures to eradicate or diminish the blight affecting the Property will help to foster a more dynamic, livable, and vibrant downtown.

b. If Projects require relocation of displaced persons, a detailed relocation plan is required and will be prepared.

c. The Modified Plan conforms to the 2003 Billings and Yellowstone County Growth Policy and the City's Downtown Framework Plan.

d. The Modified Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise.

e. A sound and adequate financial program is required for the financing of Projects, which program includes substantial private investment and financing and the sale and issuance by the City of Tax Increment Bonds in proportions yet to be determined, for the purpose of financing a portion of the costs of the Projects as set forth above.

f. Approved Projects will constitute urban renewal projects within the meaning of the Act and are authorized to be undertaken by the City.

2. Plan Adoption. The Modified Plan is hereby adopted and approved in all respects, including without limitation, the segregation and application of tax increments as provided in Sections 7-15-4282 through 7-15-4293 of the Act as provided therein. For purposes of allocating taxes according to the Act, the "prior assessed value" of taxable property within the Expanded North 27<sup>th</sup> Street District - 2008 is that value shown on the assessment rolls as of January 1, 2008.

3. Project Approval. Authorized Projects are hereby approved.

4. Bonds. This Council approves financing the costs of Urban Renewal Projects, or a portion thereof, with proceeds of the Bonds. The City is hereby authorized and directed to undertake activities and analysis ordinarily prerequisite to the issuance of tax increment urban renewal revenue bonds in a principal amount not to exceed \$10 million for financing of the costs of Urban Renewal Projects or a portion thereof.

5. Conditional Commitment. The adoption of the Plan does not constitute a guarantee or a firm commitment that the City will issue the Bonds or undertake Projects. If, based on comments or information made available to or obtained by the City, it appears that the issuance of the Bonds or Projects is not in the public interest or consistent with the purposes of the Act, the City reserves the right not to issue the Bonds or undertake the Project.

7. Repealer. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

8. 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.

9. Effective Date. This Ordinance shall be in full force and effect from and after the date that is 30 calendar days after the date set forth below.

ADOPTED by the City Council of the City of Billings, Montana, on second reading this 8<sup>th</sup> day of December, 2008.

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Ron Tussing, Mayor

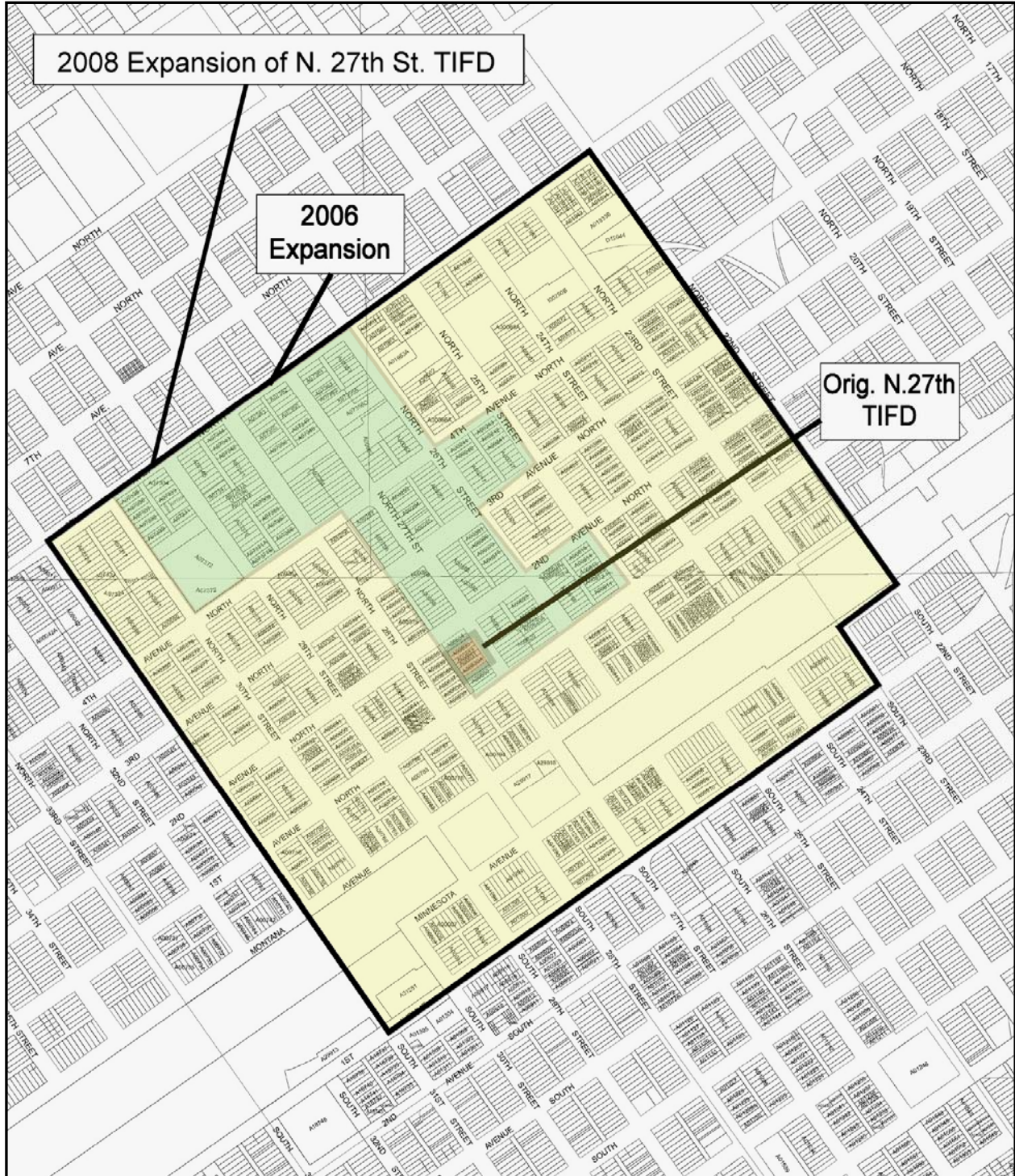
ATTEST:

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Cari Martin, City Clerk

**ATTACHMENT 1**

**Expanded North 27<sup>th</sup> Street Urban Renewal District – 2008 Boundaries, Boundaries of the Extended N. 27<sup>th</sup> Street District (2006) and the Boundaries of the N. 27<sup>th</sup> Street District (2005)**



**ATTACHMENT 2**  
**Expanded North 27<sup>th</sup> Street Urban Renewal District – 2008**  
**Boundary Description**

**Beginning at a point at the intersection of the centerlines of 6<sup>th</sup> Avenue North and North 31<sup>st</sup> St. proceeding east along the centerline of 6<sup>th</sup> Ave. North to a point at the intersection of the centerlines of 6<sup>th</sup> Avenue North and N. 22<sup>nd</sup> Street proceeding south along the centerline of North 22<sup>nd</sup> Street, crossing the centrally assessed Burlington Northern Railroad property, to a point at the intersection of South 22<sup>nd</sup> Street and Minnesota Avenue proceeding west along the centerline of Minnesota Avenue to a point at the intersection of Minnesota Avenue and South 23<sup>rd</sup> Street proceeding south along the centerline of South 23<sup>rd</sup> Street to a point at the intersection of South 23<sup>rd</sup> Street and 1st Avenue South proceeding west along the centerline of 1<sup>st</sup> Avenue South to a point at the intersection of the centerlines of 1<sup>st</sup> Avenue South and South 31<sup>st</sup> Street proceeding north along the centerline of South 31<sup>st</sup> Street, crossing the centrally assessed Burlington Northern Railroad property, to the starting point at the intersection North 31<sup>st</sup> Street and 6<sup>th</sup> Avenue North encompassing all parcels and tax codes therein.**

**ATTACHMENT 3**  
**Expanded North 27<sup>th</sup> Street Urban Renewal Area – 2008**  
**Modified Plan**

**EXPANSION OF THE BILLINGS, MONTANA  
NORTH 27<sup>TH</sup> STREET URBAN RENEWAL AREA,  
WITH TAX INCREMENT, AND AMENDMENT TO  
THE URBAN RENEWAL PLAN**

**FOR CITY OF BILLINGS AND PLANNING REVIEW**  
**October 14, 2008**

Prepared by



Downtown Billings Partnership, Inc  
2815 2<sup>nd</sup> Ave. North – Billings, MT 59101 – [gregk@downtownbillings.com](mailto:gregk@downtownbillings.com)

## **SECTION 1 – INTRODUCTION**

On July 11, 2005, the City Council adopted an ordinance that (a) created the North 27<sup>th</sup> Street District Urban Renewal Area (“North 27<sup>th</sup> Street District”) and (b) adopted an urban renewal plan for the district. On November 13, 2006 the City Council adopted an ordinance that (a) expanded the North 27<sup>th</sup> Street District and (b) modified the urban renewal plan for the district. For reasons discussed in this Amendment to the Urban Renewal Plan of the North 27<sup>th</sup> Street District (“Plan”), it has been determined that the North 27<sup>th</sup> Street District should be expanded again to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area, known as the Central Business District of Billings, has been and is in need of expanded public parking, enhanced pedestrian connections and experiences, improved public safety, and infrastructure improvements to public and private properties that will lead to increased taxable values. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. The Urban Renewal Plan of the North 27<sup>th</sup> Street District approved by the City Council on July 11, 2005 and modified on November 13, 2006 is hereby included by reference as part of this amended Plan and shall remain applicable hereto except to the extent the original plan is explicitly or impliedly amended by this Plan. It is recognized as part of this Plan that the basic vision of the document known as Downtown Billings Framework Plan, adopted by the Billings City Council on December 22, 1997 and by the Yellowstone County Commissioners on December 23, 1997, is still valid and should be considered a part hereof. The terms defined in “Part I – DEFINITIONS” of the North 27<sup>th</sup> Street District Plan shall have the same meanings in this Plan unless a contrary meaning is expressed herein. The expanded district proposed in this Plan is hereafter referred to as the Expanded North 27<sup>th</sup> Street District - 2008 or the “District.”

## **SECTION 2 – BACKGROUND**

The original Downtown Redevelopment District, a downtown tax increment finance district, was created on December 20, 1975 by a resolution which cited hazardous conditions existing in the district due to overhead utility wires, inefficient land use, problems of access and circulation, physical constraints to development, random location of mixed uses and deteriorated building

conditions, and found that rehabilitation and redevelopment of the District would be in the public interest. That original district (hereafter “1975 District”) comprised one hundred and twenty four (124) blocks in the city center after the 1985 south expansion and the 2004 east expansion. The 1975 District expired March 1, 2008 but the Urban Renewal Plan and the Framework Plan used for that district, in many parts and in relation to this District remain valid.

Because the 1975 District has terminated, but many of the undesirable conditions continue to exist, it was determined that it would be in the best interest of the City to expand the North 27<sup>th</sup> Tax Increment District to assist the construction of public improvements, stabilize and grow the tax base, increase the parking inventory, increase the inventory of downtown residential property, stimulate multi-use development (“Multi-Use Facility Projects”), fill street level vacancies, provide expanded security, develop safe event locations with appropriate traffic control devices, expand the Business Improvement District, make modifications to street and intersection lighting, increase traffic calming and reduce the noise in the district through Quiet Zone management and further implement the vision of the Downtown Framework Plan.

Currently, there is a need to expand the North 27<sup>th</sup> Street District to encompass development needs on the North 27<sup>th</sup> Street corridor, the North Broadway corridor, the Old Town Neighborhood and the Montana Avenue Historic District (including expansion of the Historic District to include areas south of the railroad tracks), the Civic District, areas adjacent to the Medical Corridor, adjacent to the East Billings Urban Renewal Area and other underutilized properties within the Central Business District of Billings. Although there has been significant improvement in the valuation of property in much of the 1975 District, the area defined by this proposed expanded tax increment district has major properties that have been neglected for many years and continue to show signs of serious blight and tax base decline. Many parcels have been removed from the tax rolls and/or are delinquent on payments of taxes and fees. The Expanded North 27<sup>th</sup> Street District creates an opportunity to continue redevelopment of the center of downtown with a mixture of public and private investment in a roughly seventy-one-square-

block district (just over half of the size of the 1975 expanded district) encompassing the existing North 27<sup>th</sup> Street District.

The area has several pockets of low taxable value, with several lots of the land being owned by government and other non-profit entities and several buildings that are over 50% vacant.

The creation of the Expanded North 27<sup>th</sup> Street District is essential to any planned development at 4<sup>th</sup> Avenue North and North Broadway, redevelopment of the vacant Northern Hotel, improving security and expanding the clean safe and vibrant programs of the Business Improvement District, continuing redevelopment of the Civic Plaza area, developing the boundary areas of the Medical Corridor and the East Billings Urban Renewal Area, and expanding the Historic District. It could also assist with the essential remodeling of the Northern Hotel, the Babcock Theatre, the Westwood Building, the Lincoln Hotel Building. Public infrastructure construction within this expanded District could assist with the renovation and/or relocation of various City facilities, such as the public library. It is currently expected that the expanded North 27<sup>th</sup> Street District may help fund the following projects:

## **I. Business Programs and Projects**

- a. Business Retention
  - i. Targeted assistance and review of existing street level businesses
  - ii. Retail market survey
- b. Business Recruitment
  - i. Development of a “chainlet” network
  - ii. Business plan development assistance
  - iii. Association networking
  - iv. Business Improvement District support
  - v. Business cluster analysis
  - vi. Pedestrian study
    - 1. demographics
    - 2. directions
    - 3. linkages
    - 4. destinations
    - 5. wayfinding

## **II. Parking and Transportation**

- a. Increase use of public transit
- b. Parking structures to support current and future needs

- c. Explore parking linkages to adjacent destinations
- d. Explore parking management practices and programs
  - i. Off street parking
  - ii. On street parking

### **III. Crime Prevention and Public Safety**

- a. Cooperative Security Program
- b. Business Watch Program
- c. Crime and Fraud prevention programs
  - i. Geared towards street level businesses

### **IV. Management, Implementation and Maintenance**

- a. Downtown Billings Partnership, Inc. or its successor, management agreement
  - i. Project development
  - ii. Public awareness
  - iii. Advocacy and liaison between public and private sectors
- b. Business Improvement District expansion and development
  - i. Cooperative work agreements with PMDs
  - ii. Development and promotion of Conference Corridor
  - iii. BID expansion
  - iv. “Green” Management
    - 1. Recycling programs
    - 2. Tree management

### **V. Infrastructure Improvements**

- a. Public
  - i. Expansion of Historic District
  - ii. New Library
  - iii. New Planning Department Offices
  - iv. Public Parking and Greenspace
  - v. Intersection Lighting by Public Works
  - vi. New SILMDs for mid-block lighting
  - vii. Streetscapes and traffic calming plans
  - viii. Sidewalks, curbs and gutter improvements
    - 1. stabilization of vaults
  - ix. Relocation of public and private utility lines
- b. Public infrastructure improvements that would support the following development projects/programs
  - i. Workforce housing development
  - ii. Loft and Condo development
  - iii. Lodging development
  - iv. Conference Facilities

v. Entertainment venues

**SECTION 3 – SUMMARY OF BLIGHT FINDINGS**

The area in the proposed expansion of the North 27th Street District contains a great deal of blight. Within the district there is substantial structural deterioration, long-term land vacancy, a railroad spur line that has been abandoned and a major rail line that continues to divide the Central Business District. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Many of the storefronts and upper floors are vacant or under-occupied. Sidewalks are cracked; alleys are deteriorated, and, in general, much of the area is below accepted standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without continued managed urban renewal, even these success stories will once again decline in taxable value. Most of the district falls into the blighted, neglected and under-utilized categories.

**SECTION 4 – DESCRIPTION OF BLIGHTED AREA**

The expanded urban renewal area described in this amended Plan incorporates most of the Central Business District. Within the district there are several older, single-story structures that have been retrofitted for offices and warehousing, numerous surface parking lots, and several vacant structures. Many of these structures are unsuited to their current uses because of age obsolescence and physical deterioration.

Montana's Urban Renewal Law (Montana Code Annotated Title 7, Chapter 15, Parts 42 and 43) provides the authority to declare the existence of blighted areas and to target them for improvements. "Blighted area" is defined in Section 7-15-4206(2), M.C.A., as follows:

*[A]n area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental*

*or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:*

- (a) the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;*
- (b) inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;*
- (c) inappropriate or mixed uses of land or buildings;*
- (d) high density of population and overcrowding;*
- (e) defective or inadequate street layout;*
- (f) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
- (g) excessive land coverage;*
- (h) unsanitary or unsafe conditions;*
- (i) deterioration of site;*
- (j) diversity of ownership;*
- (k) tax or special assessment delinquency exceeding the fair value of the land;*
- (l) defective or unusual conditions of title;*
- (m) improper subdivision or obsolete platting;*
- (n) the existence of conditions that endanger life or property by fire or other causes; or*
- (o) any combination of the factors listed in this subsection (2).*

The land being added to the Plan area includes 405 (Exhibit A) property tax codes plus a segment of centrally assessed BN Railroad property. The complete, expanded Urban Renewal Area will have 481 property tax codes plus the segment of BN Railroad property. Within that total area, and as noted in the 2006 approved Urban Renewal Plan, there are many “target areas” that should be immediately considered for redevelopment. The properties on N. Broadway between 4<sup>th</sup> Avenue North and 6<sup>th</sup> Avenue North will need additional parking to facilitate the construction of a Stockman Bank facility. The area adjacent to the Northern Hotel on North Broadway is in need of parking due to the closure of the privately owned parking structure in that area due to unsafe and blighted conditions of the structure. The area east of the Yellowstone County Courthouse Lawn is targeted for a new federal courthouse and will need additional parking and green spaces. The area between the new MET transit facility on N. 25<sup>th</sup> Street and to the east boundary of the East Billings Urban Renewal Area (N. 22<sup>nd</sup> Street) is in need of redevelopment that could include workforce housing and parking. The status of the Battin Federal Courthouse is still unclear. The facility is contaminated with asbestos and is destined to become vacant with the completion of a new federal courthouse and office building. This

vacancy will present a redevelopment opportunity in the near future. The area surrounding City of Billings Park IV contains many surface parking lots that could be developed if Park IV is sold to a private developer. This area lacks high-rise housing with mixed use occupancy on the first floor. The future use of the Lincoln Center is unclear and it could be a redevelopment opportunity if the school district ceases its administrative and continuing education functions in the building. The properties on 1<sup>st</sup> Ave. S. and Minnesota Avenue are not currently in a Historic District and values remain stagnant as compared to the Montana Avenue area. The redevelopment of the south side of the railroad tracks has not kept up with the redevelopment north of the tracks and should be a target area. Several properties located between Montana Avenue and 1<sup>st</sup> Avenue North are severely underutilized and in need of redevelopment. Without attention to some of this blight, over time, the value of the Montana Avenue redevelopment will most likely be negatively impacted.

#### **SECTION 5 – DETERMINATION OF BLIGHT**

The proposed expansion area of the North 27<sup>th</sup> Street District contains a number of underdeveloped properties. The Council previously determined that the property included in the North 27<sup>th</sup> Street District was “blighted” within the meaning of the Act in Resolution 05-18276 adopted June 13, 2005 and Resolution 06-18488, adopted September 25, 2006. The Redevelopment Area, including the portion that is to be expanded to form the Expanded North 27<sup>th</sup> Street District - 2008, was previously determined to be blighted and an appropriate area for an urban renewal project in Resolution No. 12107 dated January 5, 1976. Deficiencies in public and private properties located in the district lead to a determination that the area continues to be blighted, as defined by state statute. Specific areas of blight on the site are listed below:

##### Deficient Structures in Expanded Area

There are several buildings that are over 50 years in age and do not qualify as being historically significant. Many are in poor repair and may contain potentially hazardous asbestos and lead paint.

#### Deficient Public Facilities in Extended Area

The streets, curbs, gutters and sidewalks in much of the area are in satisfactory repair. However, sewer and water utilities in the area are aging and have required frequent repairs in recent years. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. The city owned parking ramps within the area, except for Park IV have extensive “waiting lists” and public parking for adjacent office and commercial structures continues to be inadequate. Demand for parking will continue and additional and expanded parking structures will be required to accommodate commercial growth.

#### Deficient Land Use in Extended Area

In general, the area is under-utilized due to the significant amount of surface parking areas and a large number of single-story structures. The taxable value of this district must be stabilized and encouraged to grow.

### **SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY**

As noted, the expanded North 27<sup>th</sup> Street Urban Renewal Area comprises most of the Central Business District (CBD) of the City of Billings.

### **SECTION 7 – LEGAL DESCRIPTION**

The legal description of the proposed Expanded North 27<sup>th</sup> Street District – 2008 is as follows:

**Beginning at a point at the intersection of the centerlines of 6<sup>th</sup> Avenue North and North 31<sup>st</sup> St. proceeding east along the centerline of 6<sup>th</sup> Ave. North to a point at the intersection of the centerlines of 6<sup>th</sup> Avenue North and N. 22<sup>nd</sup> Street proceeding south along the centerline of North 22<sup>nd</sup> Street, crossing the centrally assessed Burlington Northern Railroad property, to a point at the intersection of South 22<sup>nd</sup> Street and Minnesota Avenue proceeding west along the centerline of Minnesota Avenue to a point at the intersection of Minnesota Avenue and South 23<sup>rd</sup> Street proceeding south along the centerline of South 23<sup>rd</sup> Street to a point at the intersection of South 23<sup>rd</sup> Street and 1st Avenue South proceeding west along the centerline of 1<sup>st</sup> Avenue South to a point at the intersection of the centerlines of 1<sup>st</sup> Avenue South and South 31<sup>st</sup> Street proceeding north along the centerline of South 31<sup>st</sup> Street, crossing the centrally assessed Burlington Northern Railroad property, to the starting point at the intersection North 31<sup>st</sup> Street and 6<sup>th</sup> Avenue North encompassing all parcels and tax codes therein, all inclusive.**



## **SECTION 8 – PROPERTY DEVELOPERS**

New development in the proposed tax increment district will also be accomplished through the implementation of the Downtown Framework Plan. These Projects are described in Section 2 of this plan.

## **SECTION 9 – PROJECT RELATIONSHIP TO THE FRAMEWORK PLAN**

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses most of the “districts” as defined by the Billings Framework Plan (“Framework Plan”). One goal of the Framework Plan was to remove barriers to downtown circulation and development created by 4<sup>th</sup> Avenue North and 6<sup>th</sup> Avenue North and establish the area between the avenues as both a discreet district and a recognized extension of the CBD, thereby allowing potential ties to the medical corridor and MSU-Billings from the CBD. Generally, the Framework Plan stressed the downtown’s ability to make a positive impact on the entire city. The Framework Plan also recommended a private non-profit organization to assist the City of Billings with the management of the Tax Increment District through an annual work plan and contract. This Expanded N 27<sup>th</sup> Street District may be managed in a similar manner and could make use of the redevelopment and facilitation established through that management entity.

### **Framework Plan Recommendation: Housing**

The Framework Plan states that housing should be a top priority and that the City should continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan states that high-rise housing is to be located in the east transition zone and portions of the north transition zone.

The formation of an expanded tax increment district will help to raise funds that can be used for construction or rehabilitation of public infrastructure necessary to attract and retain housing in the area.

## **Framework Plan Recommendation: Priorities**

The top priorities identified in the Framework Plan include the following:

- Development incentives, including business retention and recruitment
- Housing – demonstration projects
- Streetscape Kit of Parts – expand kit to include Minnesota Avenue
- Events Kit of Parts – Modern and safer traffic control devices may be needed
- Paring configuration adjustments – several one-way streets could be converted to 2-way
- 5<sup>th</sup> Avenue North Corridor preservation and enhancement

**This amendment to the Plan and the urban renewal projects that it contemplates specifically address all six of these priorities.**

### **SECTION 10 – CONFORMANCE TO THE GROWTH POLICY**

One of the requirements of Montana’s Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43) is that the urban renewal plan must conform to the community’s growth policy. The Yellowstone County and City of Billings Growth Policy (“Growth Policy”) refers to and promotes downtown redevelopment in a variety of ways. This amendment to the Plan is consistent with the current Growth Policy.

### **SECTION 11 – CERTAIN PLAN FEATURES AND FINANCIAL MATTERS**

Section 7-15-4217, M.C.A., of the Act requires cities to make certain findings when they adopt an urban renewal plan and approve Urban Renewal Projects. These are addressed below:

1. Most of the District contains no existing dwelling units or housing, and planned projects would not displace any persons from housing. Accordingly, there is no need to have a workable and feasible plan for substitute housing until and unless such a project is developed in the future.
2. This amended Plan conforms to the Growth Policy for the City as a whole and to the

Framework Plan.

3. This Modified Plan affords maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded North 27<sup>th</sup> Street District by private enterprise. It is unreasonable to expect that the district will be remain stabilized and/or redeveloped without substantial public support. Numerous properties within the area are dilapidated. As presently constituted, property in the district is not conducive to any sort of uniform or integrated development and, as presently existing, cannot compete with other areas of the City for substantial developments, particularly areas at the outskirts of the City. Experience has validated the foregoing facts and observations. This amended Plan is intended to facilitate the identification and construction of significant Urban Renewal Projects, which would not be possible without this Plan.
4. A sound and adequate financial program exists for financing projects, which include the sale and issuance by the City of the Bonds in an amount not to exceed the costs of the project, including administration costs and costs of issuance of the Bonds. Any approved Development Project will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements.
5. This Expanded N. 27<sup>th</sup> Street District - 2008 may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may be mailed only to those owners whose properties are situated within the area of expansion or contraction of the Urban Renewal District boundaries. In cases where the boundaries are not modified, but the contents of the urban renewal plan are substantially modified, notification shall be mailed to all owners of property within the Urban Renewal District area.

## SECTION 12 – TAX INCREMENT

Tax increment financing is necessary to encourage private reinvestment within the District, which will further encourage economic growth in the District and Downtown Billings, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The expanded North 27<sup>th</sup> Street District is hereby established as a tax increment financing urban renewal area within the meaning of the Act, and, in particular, Section 7-15-4282 through 7-15-4293 of the Act. This Section constitutes a tax increment provision within the meaning of the Act. In connection therewith:

1. For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as current base taxable value of the district plus the base taxable value of all real and personal property added to the district by this amended plan and as show in Exhibit B as of **January 1, 2008**.
2. The City is hereby authorized to segregate the tax increment derived in the district and use and deposit such increment into the tax increment fund of the district for use as authorized by the Act and as authorized herein from time to time, including, without limitation, pledging the tax increment to repayment of Bonds.
3. The tax increment received from the district may be used to pay directly costs of an approved Development Project as may from time to time be approved by the Council. The Council also hereby authorizes the use of tax increment in the district to pay debt service on Bonds issued to finance a portion of the costs of these Development Projects, and costs associated with the sale and security of such Bonds in compliance with the Act, subject to any limitations imposed by the Montana Constitution and federal law.
4. The tax increment provision of the district will terminate upon the latter of:
  - a. The fifteenth (15<sup>th</sup>) year following the original creation of the district; or
  - b. The payment or provision for payment in full or discharge of all Bonds, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the district, but shall be paid into funds of the taxing bodies levying taxes within the district.

## SECTION 13 – CONCLUSIONS

The creation of this expanded North 27th Street Urban Renewal District will have a positive impact on Downtown Billings and no impact on the total taxable value flowing to the taxing entities from the now expired 1975 Urban Renewal District.

Expansion of the North 27<sup>th</sup> Street District is an essential first-step in completing what may be a number of urban renewal projects. If completed, mixed use projects approved within the first two years could stimulate over \$30 million in new construction, and possibly as much as \$15 million in re-sales and redevelopment. Approximately 500 new employees and new downtown residents could be located on the commercial and upper floors of possible mixed use projects. Thus, expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the CBD, will also bring new employees and residents to the CBD.

Mixed use development within the Expanded District ties in favorably with and actually stimulates the remodeling plans that are currently underway for several downtown properties. Additionally, like any major new development, the anticipated Stockman Bank construction at 4<sup>th</sup> Avenue North and North Broadway will have a stimulating effect on the surrounding area. Specific examples of this are:

1. It will tie the CBD to the medical corridor located immediately to the north of the development.
2. The Billings Clinic has purchased the Underriner property to the north and west of the Library. The Clinic's plans at this point have not been determined; however, the development proposed in this amended Plan will enhance and encourage future development by this group.

3. The Framework Plan encourages the development of the 5<sup>th</sup> Avenue North corridor. An enhanced Library, as accomplished by projects described in this Plan, will provide an excellent entrance to this corridor.
4. Future redevelopment and revitalization of structures like the Northern Hotel and the Babcock Theatre Building are enabled by this district.
5. This expanded district may assist with the completion of and continued modernization of City owned downtown parking structures.

In conclusion, expansion of the North 27<sup>th</sup> Street Urban Renewal District to include the property described in this amended Plan will have a positive effect on the CBD and the City.

**RESOLUTION NO. 18-10750****A RESOLUTION OF THE CITY OF BILLINGS FORMING A  
POLICY FOR THE ADMINISTRATION OF URBAN  
RENEWAL AREAS OR DISTRICTS (URD) IN THE CITY.**

WHEREAS, MCA, Title 7, Chapter 15, Part 42, Section 51 declares: General powers of municipalities in connection with urban renewal. Every municipality shall have all the power necessary or convenient:

- (1) To carry out and effectuate the purposes and provisions of this part and part 43;
- (2) To undertake and carry out urban renewal projects within the municipality, to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part and part 43, and to disseminate blight clearance and urban renewal information;
- (3) To organize, coordinate, and direct, within the municipality, the administration of the provisions of this part and part 43 as they apply to such municipality in order that the objective of remedying blighted areas and preventing the causes thereof within such municipality may be most effectively promoted and achieved and to establish such new office or offices of the municipality or to reorganize existing offices in order to carry out such purpose most effectively;
- (4) To exercise all or any part or combination of powers granted in this part or part 43; and

WHEREAS, the City of Billings reviews and adopts Urban Renewal Plans for each of its Urban Renewal Districts, and those Plans specify goals for each Urban Renewal District; and

WHEREAS, the City of Billings may establish local policies that guide the establishment, operations, funding and governance of urban renewal districts; and

WHEREAS, development of TIF (Tax Increment Financing) Policies would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the City Council now makes and adopts the following TIF Policy:

## CITY OF BILLINGS TAX INCREMENT FINANCE POLICY

1. PERMITTED USES OF TIF FUNDS. TIF funds may be used for costs outlined in MCA, Title 7, Chapter 15, Part 42, Section 88. Urban Renewal Plans adopted by the City may limit what TIF funds may be spent on in any Urban Renewal District. Eligible costs may include, but are not limited to:
  - a. Land acquisition and assemblage, demolition and removal of structures, relocation of occupants, analysis to determine needs of an urban renewal area, administrative cost for redevelopment activities.
  - b. Public infrastructure, including, but not limited to: streets, storm drains, parking, public buildings, water and sewer lines, sidewalks, utility connections.
  - c. Private infrastructure with public benefit, including, but not limited to, building façades, windows, doors, fire suppression or alarm systems, storm drainage, environmental remediation, parking, and ADA access.
  
2. FINANCIAL ASSISTANCE THROUGH TIF. All financial assistance must be approved by the City Council prior to any activity receiving funding. Financial assistance should be requested prior to beginning construction. All activity (design and construction) must be completed prior to issuance of TIF funds from the City Finance Department. Financial thresholds and assistance tools are as follows:
  - a. A minimum of  $\geq$  \$5 of private investment for every \$1 of public investment is the preferred threshold to be met for each TIF application. The City Council reserves the right to approve any application that does not meet this minimum. The City Council also may make exceptions for projects of less than \$100,000, and for publicly owned projects, properties or facilities.
  - b. Grants may be made for uses listed in Part 1 above benefitting any government owned-land or buildings and for profit and non-profit businesses.
  - c. Bonding may be available at the discretion of the City Council.
  - d. All TIF grants will be formalized by a development agreement that must be signed by the grantee before the City will reimburse eligible expenses.
  
3. URD MANAGEMENT. Each URD in the City of Billings will be managed as follows:
  - a. Each URD should maintain a non-profit advisory board to make recommendations to the City Council regarding TIF expenditures. Unless specifically authorized by a Memorandum of Understanding (MOU) referenced in 3(b) below, a majority of board members must own or lease property within the district, or must represent such owner or lessee, and may include representation from residential or commercial property owners or lessees. Advisory Boards must carry insurance for their members and provide proof of insurance to the City.
  - b. A MOU must be executed between the advisory board and the City Council that defines the board's roles, responsibilities, authority, and processes, including for hiring and maintaining board support staff. The MOU must

contain language addressing conflict of interest situations for board members whose property may directly benefit from a TIF expenditure and for board support staff. The MOU also must include language that if there is the appearance of a conflict of interest the issue will be reviewed by City legal staff before moving forward.

- c. Training for all URD advisory boards will be conducted biannually in coordination with City staff and URD support staff. The training must include, but is not limited to: review of URD and TIF laws, Administrative Rules, ethics, conflicts of interest, meeting management, and maintenance of minutes and records.
- d. URD financial reporting will be consistent across all URDs and be set by coordination between the City Finance Director and the Planning and Community Services Director, and URD support staff.
- e. TIF application review and City Council staff report preparation will be conducted by the Planning and Community Services Department Director, in coordination with the Assistant City Administrator, Finance Director, and URD support staff.

PASSED by the City Council and APPROVED this 9<sup>th</sup> day of July, 2018.



CITY OF BILLINGS

BY: William A Cole  
William A. Cole, Mayor

ATTEST

BY: Denise R. Bohlman  
Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 11/27/2023  
**Title:** Big Sky Passenger Rail Authority  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

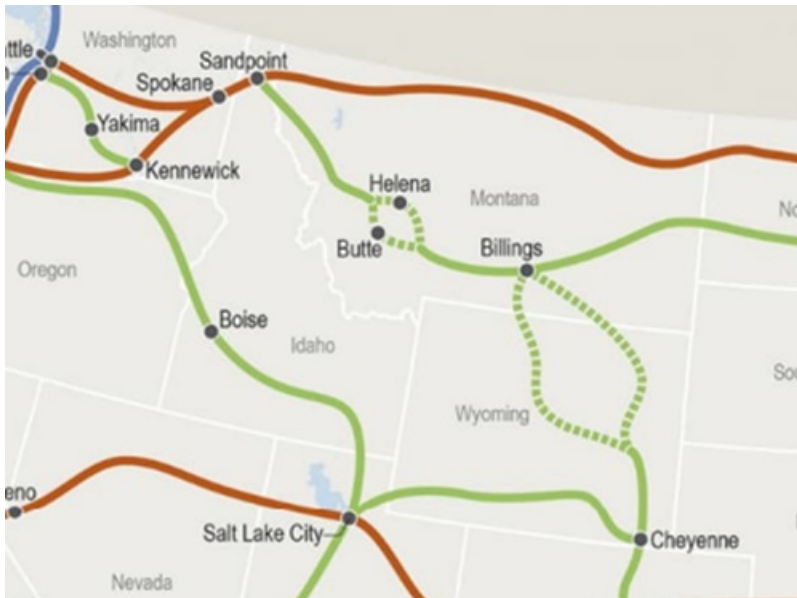
City Council pass a motion appropriating \$6,000 to join the Big Sky Passenger Rail Authority and for Mayor Cole to sign a letter of support.

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

The Big Sky Passenger Rail Authority's mission is: To provide for the reestablishment of safe, reliable, and sustainable passenger rail service across southern Montana that increases opportunity and contributes to the health and well-being of people across the state and beyond.

Mayor and Council:

I hope this message finds you well. First off, I want to provide you with a copy of our inaugural 2023 Annual Report which sums up the rail authority's accomplishments over the past few years. Also, I'm pleased to let you know that at a recent stakeholder workshop for the Federal Railroad Administration's (FRA) Amtrak Daily Long-Distance Study we learned that the FRA is currently evaluating route segments from Denver to Billings, which is a big deal for Montana (see image below), and is something that is a direct result of BSPRA's advocacy.



In addition, I just wanted to touch bases on two final items:

1. Did the \$6,000 appropriation for BSPRA that we discussed some time back get included in Billings's FY 24 budget? If so, shall we send an invoice (both Bozeman and Missoula will be contributing at this level in FY 24).
2. Is it still possible, Bill, to get a letter of support from you along the lines of our earlier correspondence?

As you likely know, our main office for the rail authority is now in Billings, as Western Skies Strategies is serving at the rail authority's executive management firm.

Best, Dave Strohmaier, Chair Big Sky Passenger Rail Authority

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

\$6,000 to be paid from the Council Contingency line item. The account has a balance of \$15,000.

---

**Attachments**

BSPRA Annual Report

BSPRA Overview



# 2023 ANNUAL REPORT

[hello@bigskyrail.org](mailto:hello@bigskyrail.org)  
[www.bigskyrail.org](http://www.bigskyrail.org)



**BSPRA**

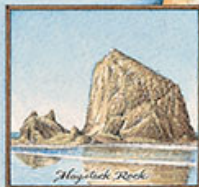
# GREATER NORTHWEST



Seattle Skyline



Olympic Nat'l Park



Haystack Rock



Glacier Nat'l Pk



Yellowstone N.P.



Yellowstone N.P.



Yellowstone N.P.



Sawtooth Range



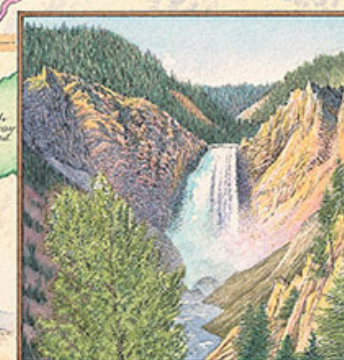
Shoshone Falls



Mt. Hood



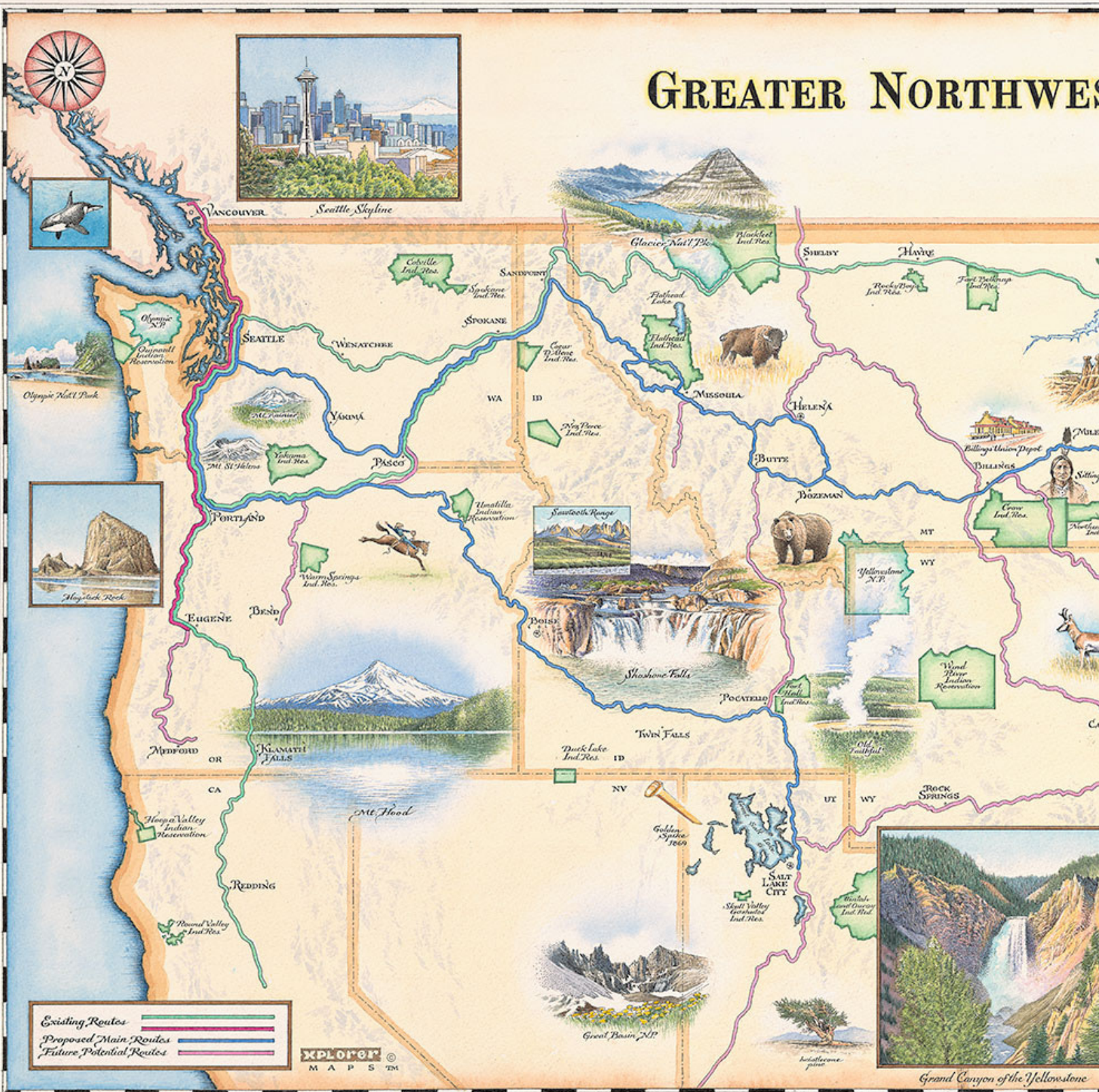
Great Basin NP



Grand Canyon of the Yellowstone

Existing Routes  
 Proposed Main Routes  
 Future Potential Routes

**EXPLORER**  
 MAPS™





# VISION

To lead the expansion and enhancement of passenger rail service throughout Montana and the greater northwest region for the development of economic, environmental, social, and comprehensive benefits, now and into the future.

# MISSION

To provide for the reestablishment of safe, reliable, and sustainable passenger rail service across southern Montana that increases opportunity and contributes to the health and well-being of people across the state and beyond.



**BIG SKY  
PASSENGER  
RAIL AUTHORITY**

# ABOUT THIS REPORT

To support BSPRA's efforts to restore passenger rail service across southern Montana, we would invite you to **take direct action**. There are multiple ways you can help us achieve our goals. To learn more about how you can **support BSPRA**, visit our website at [www.bigskyrail.org](http://www.bigskyrail.org). At the top of the home page hover over the "Get Involved" menu tab and several link options you can click to follow will appear.



From here you can download and send a letter to your congressional representatives to encourage them to support the restoration of passenger rail service. Or sign up to join our mailing list to stay up-to-date with what BSPRA is doing. Or sign up to become a BSPRA volunteer. Or explore our online shop that's full of some great and unique merchandise, and every purchase goes to support our efforts to restore passenger rail service across Montana's southern tier. Or you can make a direct cash donation. There are many ways you can help support our goals, so we encourage you to visit our website today and choose the one that best suits you.

# ALL ABOARD MONTANA!

# CHAIRMAN'S MESSAGE

Welcome to our inaugural annual report of the Big Sky Passenger Rail Authority (BSPRA)! We convened our first board meeting in January 2021, during the height of the COVID-19 pandemic. We hit the ground running and over the past two years we've built a nationally respected organization that has put us on the cusp of restoring passenger rail service through southern Montana and beyond. Not only did we help write portions of the Bipartisan Infrastructure Law, which is why discontinued Amtrak routes across the country are now being analyzed for restoration, but that legislation contains resources to implement renewed service. I say renewed because we're not merely looking to restore exactly what existed in the 1970s but, rather, to create excellent passenger rail service that Montanans need and deserve in the 21st century.

In a world where political rancor and acrimony is the rule and not the exception, we've demonstrated the possibility of a different path. BSPRA is 20 counties strong, stretching from Idaho to North Dakota and including three tribal nations, BNSF Railway, Amtrak, and the Montana Department of Transportation. The partners associated with BSPRA span the political, ideological, demographic, and geographic spectrum. We've shown how local governments can catalyze big change, and that something like passenger rail can be a touchstone for agreement, knitting our state and nation back together again.

This year, 2023, is proving to be the singular most important year for passenger rail in over four decades—certainly since we lost the North Coast Hiawatha in 1979. In 2024, the Federal Railroad Administration will make recommendations to Congress on which long-distance passenger rail routes to restore or new ones to create. And we are doing everything in our power to ensure that Montana and the Greater Northwest Region of America are represented on that list. To do so, we need your continued help and involvement, which you'll learn more about in this report. Together, we can do this. All aboard!

Dave Strohmaier  
BSPRA Board Chair

**BSPRA IS 20 COUNTIES STRONG, STRETCHING FROM IDAHO TO NORTH DAKOTA AND INCLUDING THREE TRIBAL NATIONS, BNSF RAILWAY, AMTRAK, AND THE MONTANA DEPARTMENT OF TRANSPORTATION.**



# OFFICERS



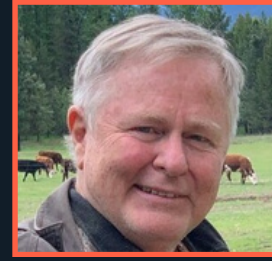
**Dave Strohmaier**  
**CHAIR**



**Jason Stuart**  
**VICE-CHAIR**



**Mary Hensleigh**  
**SECRETARY**



**Jerry McDonald**  
**TREASURER**

# COUNTIES & DIRECTORS



**Tina Toyne**  
**Big Horn County**



**Darrel Folkvord**  
**Broadwater County**



**Dan Olsen**  
**Butte-Silver Bow**



**Scott Miller**  
**Carbon County**



**Kevin Krausz**  
**Custer County**



**Jason Stuart**  
**Dawson County**



**Scott MacFarlane**  
**Gallatin County**



**Elena Gagliano**  
**Granite County**



**Mary Hensleigh**  
**Jefferson County**



**Steve Stanley**  
**Lake County**



**Diane Magone**  
**Mineral County**



**Dave Strohmaier**  
**Missoula County**



**Bill Berg**  
Park County



**Terry Jennings**  
Powell County



**Dennis Teske**  
Prairie County



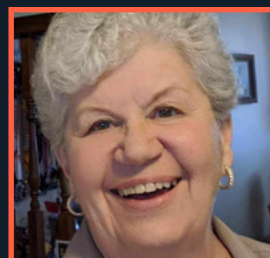
**Bob Lee**  
Rosebud County



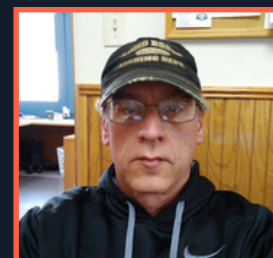
**Jerry McDonald**  
Sanders County



**Tyrel Hamilton**  
Stillwater County



**Ruth Baker**  
Treasure County



**Edward Anderson**  
Wibaux County

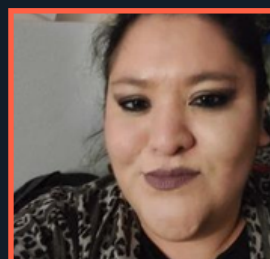
# EX-OFFICIO DIRECTORS



**Martin Charlo**  
CSKT



**Norma Gourneau**  
Northern Cheyenne Tribe



**Luella Brien**  
Crow Tribe



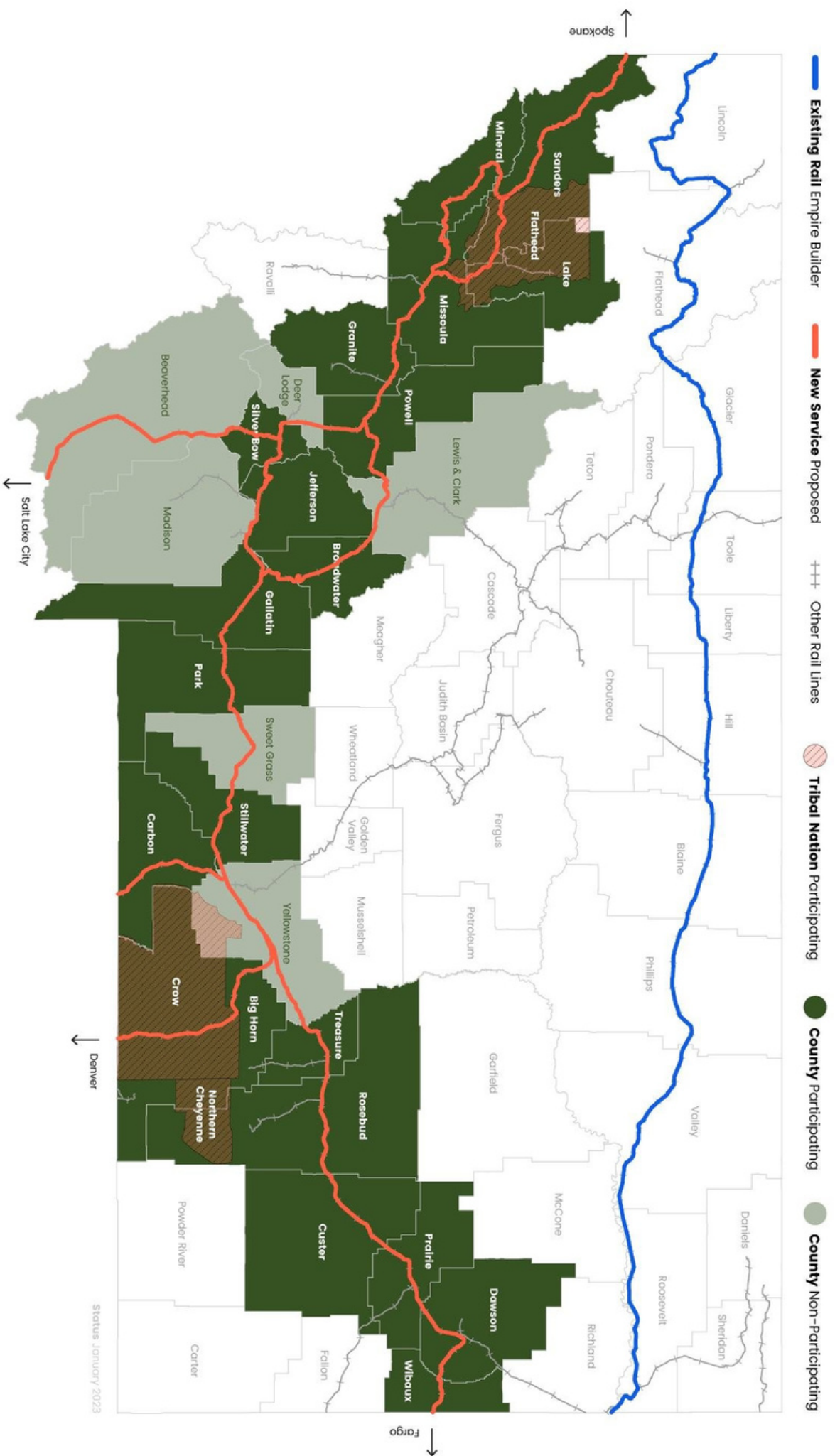
**Jim Tylick**  
BNSF Railway



**Rob Stapley**  
Montana  
Department of  
Transportation



**Chase Kitchen**  
Amtrak



Status: January 2023

---

# MEET THE EXECUTIVE DIRECTOR

Greetings fellow Big Sky Passenger Rail Authority supporters,

It's a pleasure to meet you on paper, and I look forward to connecting with you in person. Like many of you, my ties to passenger rail in Montana run deep. My great grandmother on my mom's side, Lenna Grebe, homesteaded in Sumatra, Rosebud County in 1915. Like many in her day, she was a focused and resilient individual that relied on passenger rail to help develop their homestead. According to my great uncle, "in the Spring of 1916 she shipped her horse, a cow and personal belongings from Stickney, SD to the homestead near Sumatra." From there she and her husband built a life of work and family in Eastern Montana. There are several references to the train trips between Stickney, SD, Billings, MT and the homestead.

No surprise, my first official out of state sightseeing trip occurred via rail transport. In elementary school, my folks drove to the train station in Malta. We traveled from Malta by rail to Chicago, IL to visit relatives of great grandmother Lenna. It was my first out of state travel and I loved every minute of it. Rail made it more exciting. Since then, I have been able to share this cherished experience with my daughters, traveling via passenger rail on the Atlantic coast.

Rail is affordable, efficient, and always a fun experience. It is the perfect way to take in the countryside and actually enjoy the trip. I could not be more enthused and optimistic to embark on this exciting journey of bringing passenger rail to Southern Montana. Our rural and urban communities alike will benefit from passenger rail. In a connected world, we grimace at the look of our inbox after spending a day or two on the road. Imagine keeping up with your work, taking in our stunning Montana views and not sweating the icy roads or construction. Whether you are tribal member looking to connect with tourists seeking to purchase your Native crafts or traveling for your job, a rural resident seeking a simpler way to get to town for medical appointments, or just looking to have a more fulfilling travel experience—Big Sky Passenger Rail Authority is your place to get involved!

Thank you, board members and volunteers. As you look over this report you will see – it's all coming together. If this is the first you are learning about all this...find a way to get involved, build support in your community, and stay engaged via social media.

All Aboard! Let's make passenger rail in southern Montana a reality– with your help we'll make it better and more successful!

Sincerely,

Jess Peterson  
Big Sky Passenger Rail  
Executive Director

**I COULD NOT BE MORE ENTHUSED  
AND OPTIMISTIC TO EMBARK ON THIS  
EXCITING JOURNEY OF BRINGING  
PASSENGER RAIL TO SOUTHERN  
MONTANA.**



# EXECUTIVE MANAGEMENT TEAM



**Jess Peterson**  
Executive Director



**Maggie Tupper**  
Office Services Manager



**Allison Corbyn**  
Partnerships



**Lia Biondo**  
Gov't Relations



**Mary Jo Foley**  
Communications  
& Membership



**Kelly Fogarty**  
Events & Operations



**Kristen Albers**  
Chief Financial Officer



# TIMELINE

Over the more than two years since it was formed, BSPRA has hit several milestones and seen several successes in advancing our goal of restoring passenger rail service through southern Montana. Among the major highlights/achievements for BSPRA are:

- 

**November 2020** – BSPRA officially founded by initial 12 member counties
- 

**January 2021** – First BSPRA board meeting
- 

**May 2021** – BSPRA recognized with the National Association of Counties 2021 National Achievement Award in Transportation
- 

**August 2021** – First BSPRA Annual Conference held in Lewistown
- 

**November 2021** – Congress enacts the historic Bipartisan Infrastructure Law, including BSPRA’s recommended language for a federal study of expanding Amtrak long-distance passenger rail service across the nation—with an emphasis on serving rural America

## RESTORING PASSENGER RAIL TO SOUTHERN MONTANA AND BEYOND

Traveling through seven states, Amtrak’s North Coast Limited/Hiawatha connected Chicago, Illinois to Seattle, Washington. Operating for more than 80 years, the discontinuation of this line in 1979 severed access to passenger rail to the largest cities in Montana and North Dakota and small towns in between. As a result, a vast expanse of the Greater Northwest Region lacks passenger rail service.

The benefits of restored service are many. Today, more than 2,000 miles from the Great Lakes to the Pacific and 800 miles from Great Falls to Denver no longer have access to passenger rail service. It’s time to provide passenger rail service to all of America.

# TIMELINE



**August 2022** – BSPRA, with regional partners, creates, organize and hosts the first-ever Greater Northwest Passenger Rail Summit in Billings, bringing together federal, state, local, tribal and host railroad officials to discuss the restoration and improvement of passenger rail services across the Greater Northwest region



**March 2023** – Treasure County becomes the 20th Montana county to join BSPRA



**March 2023** – BSPRA submitted a Corridor ID Program application to the Federal Railroad Administration to conduct service development planning for the North Coast Hiawatha route



**April 2023** – BSPRA awarded a \$25,000 grant from the Montana Healthcare Foundation to conduct rural/tribal engagement meetings across the state

## THE BENEFITS OF RESTORING PASSENGER RAIL

- Creates jobs
- Transform the economy of Montana and the Greater Northwest—benefitting rural, tribal, and urban communities alike
- Provides affordable, safe, clean transportation year-round for healthcare, education, commerce, and tourism along the North Coast Hiawatha route
- Upgrades rail lines for freight and passenger service

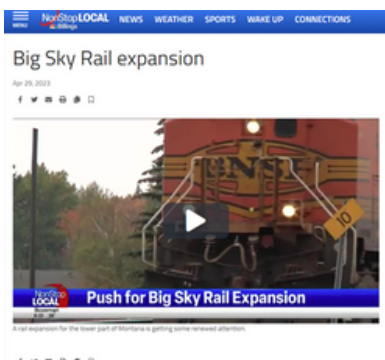
# HIGHLIGHTS

In addition to those specific milestones, BSPRA has, since its founding, maintained a strong presence and following amongst media outlets. News about BSPRA and its work is not just regularly featured in print, radio and TV news stories from Montana and North Dakota media outlets, but has regularly been featured in major national media outlets and has even found its way into publications from around the globe. In its short history, BSPRA has quickly become one of the most prominently featured organizations in media stories concerning efforts to expand or improve America's passenger rail network. Some of our more recent major headlines include:

# 1

## **Push for Big Sky Rail Expansion**

From Bradley Warren and KULR8 News, this video coverage includes a conversation with Senator Jon Tester about the Infrastructure Investment and Jobs Act, Amtrak, rural America having a seat at the Amtrak Board of Directors table, and the efforts of Big Sky Passenger Rail, including the recent Montana Healthcare Foundation \$25,000K grant.



# 2



## **In Rural Montana, a Hope That Biden Will Reopen the Rails** ~*The New York Times*

"Residents of the very rural parts of the state have to travel 175 miles to get on a plane or to seek medical services," said David Strohmaier, a Missoula County commissioner who is one of those behind the newly formed Big Sky Passenger Rail Authority to raise money and lobby for a return to passenger rail in southern Montana. "Rural communities see it as an economic development opportunity but also as a social lifeline for residents who might not have any other means to travel long distances for necessities."

# 3

## **Big Sky Passenger Rail Authority receives \$25,000 grant for rural, tribal engagement**

The Big Sky Passenger Rail Authority is pleased to announce it has been awarded a \$25,000 grant by the Montana Healthcare Foundation to conduct passenger rail community engagement in three rural and three tribal communities in southern Montana. Tribal nations include the Confederated Salish and Kootenai Tribes, Crow Tribe, and Northern Cheyenne Tribe.

Big Sky Passenger Rail Authority receives \$25,000 grant for rural, tribal engagement



# 4

## Amtrak, Big Sky Passenger Rail explore service connections

The Big Sky Passenger Rail Authority and its county members across the state joined Amtrak in a call this week regarding the agency's "Throughway" service — the various tools the railroad uses to bring remote riders to a train stop.



# 5

## Push continues for restoring passenger rail to southern Montana *(The Montana Standard)*

"This is the largest investment in passenger rail since Amtrak's creation, 50 years ago, and will create safe, efficient and climate-friendly alternatives for moving people and freight," the fact sheet declared.



# 6

## KFGM Missoula Community Radio Interview

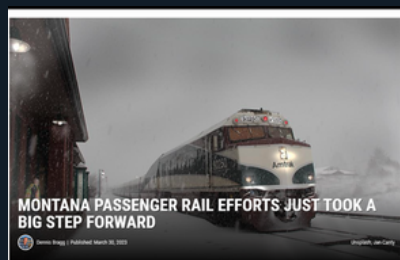
Muse Talk Radio's Becca Kelley talks for 90 minutes with Big Sky Passenger Rail Authority Chairman and Missoula County Commissioner, Dave Strohmaier and Fundraising Chair and citizen volunteer, Dan Bucks about restoring the North Coast Hiawatha to southern Montana and beyond.



# 7

## Montana Passenger Rail Efforts just took a big step forward

Efforts to make it possible for you to travel by train across Montana's "Southern Route" are taking a big step forward this week, with the request for the federal government to launch a rail corridor study.



# GET INVOLVED.

BSPRA serves as proof-positive of the incredible influence volunteers can have in driving projects and public policy. Volunteers have played a critical role in the BSPRA since its foundation and continue to do so today. Our branding and our website were developed by volunteers. Our social media engagement and outreach is directed by volunteers. Without the passionate involvement and support of our volunteers, the inaugural Greater Northwest Passenger Rail Summit in 2022 would not have been possible. Volunteers serve across our committees and in some cases even lead committees that oversee critical areas for BSPRA like fundraising. There are so many ways, both big and small, that you as an individual can help lend a hand towards restoring passenger rail service through southern Montana. The BSPRA may be leading the way as an organization, but we and our efforts are only as strong as the people supporting us.





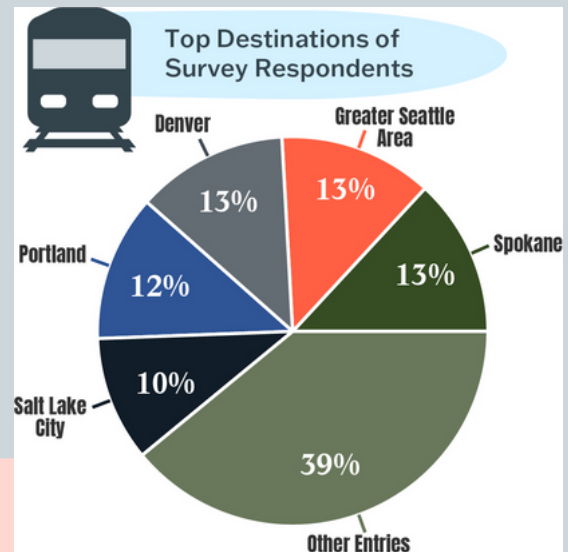
# PUBLIC ENGAGEMENT

## ENGAGING TRIBAL & RURAL COMMUNITIES IN THE DEVELOPMENT OF PASSENGER RAIL SERVICES IN SOUTHERN MT.

In 2023, BSPRA received a grant from the Montana Healthcare Foundation (MHCF) to conduct public outreach with the purpose of better understanding the nature and significance of renewal of service along the previous North Coast Hiawatha route as it pertains to the economic and social well-being (“social determinants of health”) for residents in the rural and tribal communities along the rail corridor. BSPRA held public meetings in six communities, including three in tribal/reservation communities. All meetings offered a virtual attendance option. In addition, following meetings, an online survey was provided to all attendees allowing for additional feedback and for distribution to others who were unable to attend any of the scheduled meetings.

Transcripts of the meeting recordings, a summary report of the survey responses, and some specific comments from meetings can be found in the Public Engagement Report.

### OVER 90 PERCENT OF ATTENDEES/RESPONDENTS WERE ENTHUSIASTICALLY IN SUPPORT OF THE REINSTATEMENT OF PASSENGER RAIL SERVICES.



## IMPACT SNAPSHOT

# 6

MEETINGS CONDUCTED

# 3

MEETINGS IN TRIBAL/RESERVATION COMMUNITIES

# 98

SURVEY RESPONDENTS





## PROJECTED IMPACT

BSPRA proposes renewing passenger service on the former route of the North Coast Hiawatha (NCH) with trains running twice daily in each direction between Chicago and Seattle/Portland—traversing southern Montana and North Dakota along the way. The route will welcome global and national visitors to 500 miles of the scenic grandeur of the Rocky Mountains, to Mt. Rainier and Mt. Hood and—in combination with the Empire Builder—Yellowstone, Glacier, Theodore Roosevelt, North Cascades, and Olympic National Parks. The NCH will transform the economy of the Greater Northwest region, revitalizing rural communities and tribal nations and providing access for underserved citizens to health care, education, other services, and civic resources often unreachable in winter when highways become unreliable or hazardous. The NCH route will serve as a key catalyst for creating or renewing other passenger rail routes in the American West and Canada including north-south routes running from the Empire Builder at Shelby, MT through (a) Billings to Denver and (b) Butte to Salt Lake City—and will help reawaken a 21st century rail renaissance in western North America.

## BSRPA FINANCIAL SUMMARY

**\$271,611** DONATIONS RECEIVED

**\$25,000** IN GRANT FUNDING

"By working together, we can renew and expand passenger service in Montana and to all directions beyond "

## Big Sky Passenger Rail Authority

Profit and Loss

July - August, 2023

|                                                   | TOTAL              |
|---------------------------------------------------|--------------------|
| <b>Income</b>                                     |                    |
| 360000 Miscellaneous Revenue                      |                    |
| 362000 Other Miscellaneous Revenue                |                    |
| 39200 Printful Sales                              | 520.54             |
| <b>Total 362000 Other Miscellaneous Revenue</b>   | <b>520.54</b>      |
| 365000 Contributions & Donations                  |                    |
| 39000 Member Contributions & Donations            | 6,227.00           |
| 39001 General & Other Contributions               | 1,742.29           |
| 39003 Municipal Contributions                     | 6,750.00           |
| <b>Total 365000 Contributions &amp; Donations</b> | <b>14,719.29</b>   |
| 365006 Fundraising Revenue - Annual Conference    | 2,760.00           |
| <b>Total 360000 Miscellaneous Revenue</b>         | <b>17,999.83</b>   |
| <b>Total Income</b>                               | <b>\$17,999.83</b> |
| <b>GROSS PROFIT</b>                               | <b>\$17,999.83</b> |
| <b>Expenses</b>                                   |                    |
| 430000 Public Works                               |                    |
| 430400 Transit Systems                            |                    |
| 200 Supplies                                      |                    |
| 210 Office Supplies                               | 88.00              |
| <b>Total 200 Supplies</b>                         | <b>88.00</b>       |
| 300 Purchased Services                            |                    |
| 311 Postage                                       | 41.13              |
| 331 AD/Legal Publications                         | 50.35              |
| 335 Dues & Memberships                            | 1,185.00           |
| 345 Phone Basic                                   | 182.00             |
| 357 Contracted Services-Executive Mgmt/Accounting | 13,000.00          |
| 370 Travel Expenses                               |                    |
| 371 General Travel Expenses                       | 1,181.26           |
| <b>Total 370 Travel Expenses</b>                  | <b>1,181.26</b>    |
| 377 Annual Conference Expenses                    | 3,562.86           |
| <b>Total 300 Purchased Services</b>               | <b>19,202.60</b>   |
| 500 Fixed Charges                                 |                    |
| 505 Printful Charges                              | 408.60             |
| 560 Software Maintenance/Support                  | 993.88             |
| <b>Total 500 Fixed Charges</b>                    | <b>1,402.48</b>    |
| 510 Liability Insurance                           | 5,779.00           |
| 700 Grants, Contributions, Indemnities & Other    |                    |
| 701 Montana Healthcare Foundation Grant Expenses  | 1,836.43           |

-These financial statements and financial information have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

-Financial statements and financial information is prepared on a modified cash basis.

-Management has elected to omit substantially all of the disclosures and the statements of stockholder's equity and cash flows required by accounting principles generally accepted in the United States.

## Big Sky Passenger Rail Authority

Profit and Loss  
July - August, 2023

|                                                                 | TOTAL               |
|-----------------------------------------------------------------|---------------------|
| <b>Total 700 Grants, Contributions, Indemnities &amp; Other</b> | <b>1,836.43</b>     |
| 800 Other Objects                                               |                     |
| 804 Bank Fees                                                   | 192.52              |
| 805 Summit Expenses                                             | 2,000.00            |
| <b>Total 800 Other Objects</b>                                  | <b>2,192.52</b>     |
| <b>Total 430400 Transit Systems</b>                             | <b>30,501.03</b>    |
| <b>Total 430000 Public Works</b>                                | <b>30,501.03</b>    |
| Unapplied Cash Bill Payment Expense                             | -5,248.09           |
| <b>Total Expenses</b>                                           | <b>\$25,252.94</b>  |
| NET OPERATING INCOME                                            | <b>\$ -7,253.11</b> |
| Other Income                                                    |                     |
| 370000 Interest Earned                                          | 20.59               |
| <b>Total Other Income</b>                                       | <b>\$20.59</b>      |
| NET OTHER INCOME                                                | <b>\$20.59</b>      |
| NET INCOME                                                      | <b>\$ -7,232.52</b> |

-These financial statements and financial information have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

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**Big Sky Passenger Rail Authority**

**Balance Sheet**

As of August 31, 2023

|                                         | TOTAL               |
|-----------------------------------------|---------------------|
| <b>ASSETS</b>                           |                     |
| Current Assets                          |                     |
| Bank Accounts                           |                     |
| 101001 First Interstate Checking (0532) | 109,873.38          |
| <b>Total Bank Accounts</b>              | <b>\$109,873.38</b> |
| <b>Total Current Assets</b>             | <b>\$109,873.38</b> |
| <b>TOTAL ASSETS</b>                     | <b>\$109,873.38</b> |
| <b>LIABILITIES AND EQUITY</b>           |                     |
| Liabilities                             |                     |
| Current Liabilities                     |                     |
| Credit Cards                            |                     |
| 202200 Mastercard (5156)                | -736.72             |
| 202201 Mastercard (3481)                | 478.43              |
| <b>Total Credit Cards</b>               | <b>\$ -258.29</b>   |
| <b>Total Current Liabilities</b>        | <b>\$ -258.29</b>   |
| <b>Total Liabilities</b>                | <b>\$ -258.29</b>   |
| Equity                                  |                     |
| 271000 Unreserved Fund Balance          | 16,548.98           |
| Retained Earnings                       | 100,815.21          |
| Net Income                              | -7,232.52           |
| <b>Total Equity</b>                     | <b>\$110,131.67</b> |
| <b>TOTAL LIABILITIES AND EQUITY</b>     | <b>\$109,873.38</b> |

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-Financial statements and financial information is prepared on a modified cash basis.

-Management has elected to omit substantially all of the disclosures and the statements of stockholder's equity and cash flows required by accounting principles generally accepted in the United States.

# DONORS

THANK YOU FOR YOUR GENEROUS SUPPORT.  
2022-2023 BUSINESS & ORGANIZATION PARTNERS

**TRANSCONTINENTAL BUILDER**

**\$25,000**



**RAIL DIRECTOR**

**\$10,000**



**ENGINEER**

**\$5,000**



**SIEMENS**



# DONORS



## THANK YOU FOR YOUR GENEROUS SUPPORT. 2022-23 GOVERNMENTAL PARTNERS

### MEMBER COUNTY CONTRIBUTIONS

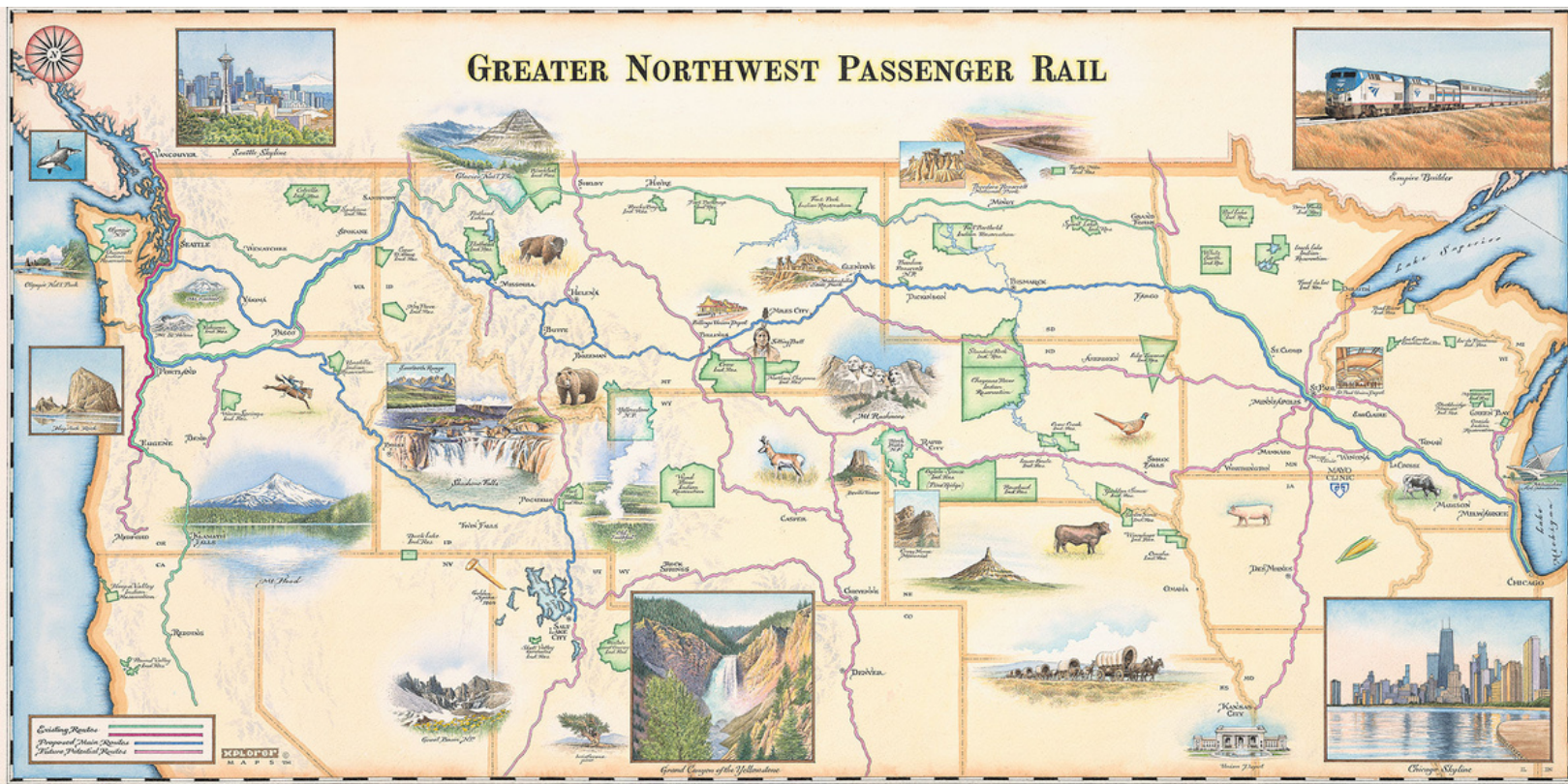
|                 |                   |                  |
|-----------------|-------------------|------------------|
| Big Horn County | Broadwater County | Butte-Silver Bow |
| Custer County   | Dawson County     | Gallatin County  |
| Granite County  | Jefferson County  | Missoula County  |
| Park County     | Powell County     | Sanders County   |

### OTHER LOCAL GOVERNMENT CONTRIBUTIONS

Lewis and Clark County  
Dawson County Tourism Improvement District  
Dawson County Economic Development Council

### MUNICIPAL PARTNERS

|            |            |                |
|------------|------------|----------------|
| Bearcreek  | Forsyth    | Philipsburg    |
| Bridger    | Glendive   | Polson         |
| Colstrip   | Lavina     | Three Forks    |
| Deer Lodge | Livingston | Whitehall      |
| Drummond   | Missoula   | Thompson Falls |





# THANK YOU FOR YOUR GENEROUS SUPPORT. EVENT SPONSORS

## 2023 BSPRA ANNUAL CONFERENCE

BUTTE—AUGUST 2023

**Copper Level (\$1,000)**

NorthWestern Energy  
Dorsey & Whitney LLP

**Gold (\$500)**

BNSF Railway  
Visit Southwest Montana Bus Tour

## THREE FORKS CONFERENCE (*FORTHCOMING*)

Hilltop Securities, Inc.  
Stifel Public Finance

## GREATER NORTHWEST PASSENGER RAIL SUMMIT

BILLINGS, MT—AUGUST 2022

**Platinum (\$4,000)**

Jacobs

**Gold (\$3,000)**

HDR

**Silver (\$2,000)**

American Association of Private Railroad Car Owners - AAPRCO

**Bronze (\$1,000)**

All Aboard Washington

BNSF Railway

City of Boise

DJ&A

Dorsey & Whitney

NorthWestern Energy

Quandel Consultants, Inc.

Washington Corps - Montana Rail Link

**Supporter (\$500)**

Association of Oregon Rail and Transit Advocates

Community Planning Association of Southwest

Idaho (COMPASS)

David Evans & Associates

First Interstate Bank

Granite Peak Environmental

Missoula Metropolitan Planning Organization

Mountain Line

Utah Rail Passengers Association

## 2021 BSPRA ANNUAL CONFERENCE

LEWISTOWN—AUGUST 2021

Quandel Consultants

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## THANK YOU FOR YOUR GENEROUS SUPPORT.

### \$10000+

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### \$2500+

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### \$1000+

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Jason Parry  
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### LESS THAN \$500

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Sue Lawrence  
Susan Connor  
Suzie Nakasian  
Tenney Ford  
Thure Johnson  
Timothy Toohey  
Tom Sharratt  
Vicki Watson  
Violet Plummer



# BSPRA COMMITTEES

**One of the best ways to support BSPRA is to join one of our committees as a citizen volunteer. All of our committees with the exception of the Executive Committee have several citizen volunteers who serve on them. Here is a short list of each committee, the committee chairman, and the work that each committee does:**



**Communications Committee** (chairman, Jason Stuart) – drives communications and public outreach about the BSPRA and its work



**Finance Committee** (chairman, Jerry McDonald) – develops the annual budget and sets fiscal policies



**Fundraising Committee** (chairman, Dan Bucks) – creates and directs fundraising efforts and campaigns



**Governance Committee** (chairman, Rich Wallace) – drafts internal policies and procedures



**Planning & Resource Development Committee** (chairman, Dan Olsen) – assesses passenger rail infrastructure needs and operations

# SIGN UP.

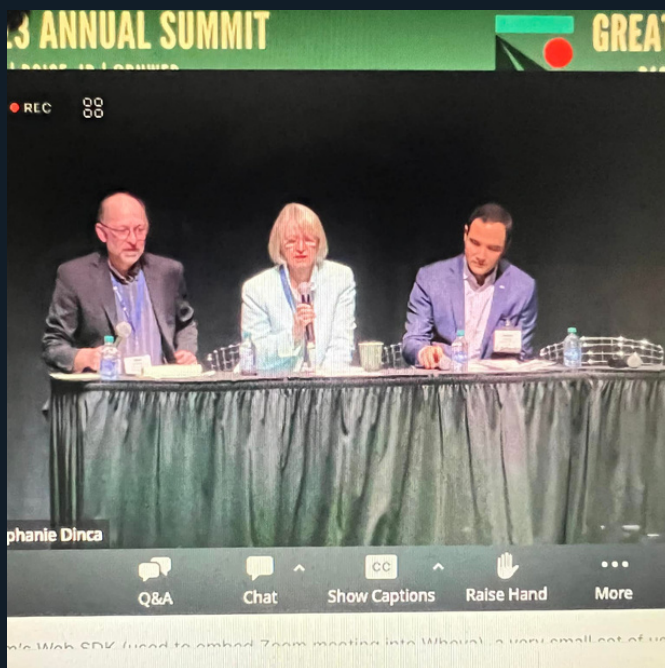
If you are interested in serving on any of the BSPRA committees, we would invite and encourage you to visit our website and fill out a volunteer form at [www.bigskyrail.org/volunteer-signup](http://www.bigskyrail.org/volunteer-signup). And of course signing up for a committee is not the only way to volunteer! Living in Montana is not a requirement-- We have volunteers from all over the country, lending their support to expand long-distance passenger rail service across Montana and beyond. Whether it's driving the local effort to have your county join BSPRA or assisting and supporting your county's BSPRA director with fundraisers and public awareness campaigns in your local community, there are so many ways that you can become involved and help BSPRA fulfill its mission of bringing passenger rail service back to southern Montana, and we hope you will consider lending your time and talents to our cause.

# CLOSING THOUGHTS.

We hope this Annual Report has given you insight into BSPRA as an organization, our mission, our goals and our achievements to date. And we hope you will **join together** with us – whether as a business partner, an individual donor or a volunteer – to help us **achieve our goal** of delivering a transformational infrastructure project for Montana and the wider region. **By working together**, we can restore passenger rail service to southern Montana! And in doing so, we will breathe new economic life into our communities – urban, rural and tribal – provide our residents with a tremendous social benefit that raises the standard of living in every community it touches, lessen the wear and tear on our state highway system, and benefit our environment by reducing carbon emissions. There are few public projects projects of any kind that can have so much positive impact and benefit for so many people. This one can. So we say again:

## **All Aboard Montana!**

As you consider your support for the BSPRA we'd like to let you know of some of the upcoming events we have, some of which you may be able to join either virtually or in person. The BSPRA holds its monthly board meetings on the second Wednesday of each month at 11 a.m. (MST). As a subdivision of Montana State Government, BSPRA is subject to Montana's open meeting laws and all of our full board and committee meetings are publicly noticed and posted on our website at [www.bigskyrail.org](http://www.bigskyrail.org). All members of the public are welcome to join in and listen as the BSPRA conducts its business.



# CONTACT INFORMATION

 [hello@bigskyrail.org](mailto:hello@bigskyrail.org)

 [www.bigskyrail.org](http://www.bigskyrail.org)

 (406) 624-5522



[www.bigskyrail.org](http://www.bigskyrail.org)

## BSPRA Member Counties

Big Horn  
Broadwater  
Butte-Silver Bow  
Carbon  
Custer  
Dawson  
Gallatin  
Granite  
Jefferson  
Lake  
Mineral  
Missoula  
Park  
Powell  
Prairie  
Rosebud  
Sanders  
Stillwater  
Treasure  
Wibaux

## Ex Officio Members

Confederated Salish & Kootenai Tribes  
Crow Tribe  
Northern Cheyenne Tribe  
Amtrak  
BNSF Railway  
Montana Department of Transportation



100 N. 27<sup>th</sup> St., Suite 600 D  
Billings, MT 59101  
406.258.3200  
hello@bigskyrail.org

April 2023

## WHO WE ARE

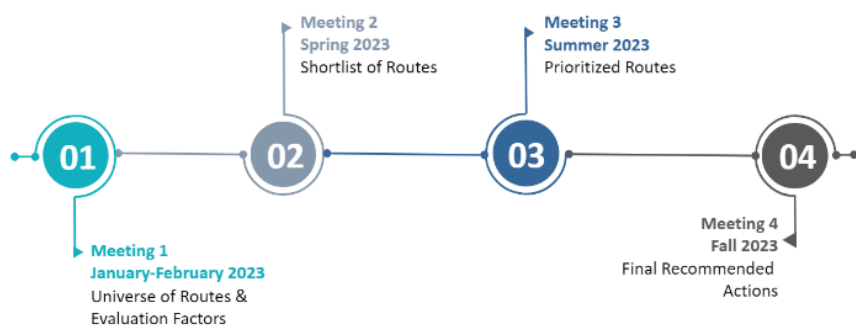
The Big Sky Passenger Rail Authority (BSPRA) is a regional passenger rail authority and a political subdivision of Montana, authorized by the laws of the State of Montana (§§ 7-14-1601, et. seq., MCA 2021). The purpose of that law is for the “preservation and improvement of abandoned rail service for agriculture, industry, or passenger traffic.” Under this law, twenty (20) Montana county governments adopted resolutions creating and joining the Authority.

## FOCUS

BSPRA’s primary focus is the renewal of passenger service on the former route of the North Coast Hiawatha (NCH), with enhanced service running twice daily in each direction between Chicago and Seattle/Portland—traversing southern Montana and North Dakota along the way. The NCH will transform the economy of the Greater Northwest region, revitalizing rural communities and tribal nations and providing access for underserved citizens to health care, education, other services, and civic resources often unreachable in winter when highways become unreliable or hazardous.

## NEXT STEPS

- Continued participation in the [Amtrak Daily Long-Distance Service Study](#), with recommendations delivered to Congress in November 2023.



- Application to and participation in the Federal Railroad Administration’s Corridor ID Program, with successful applicants announced in 2023
- Regional stakeholder engagement—ongoing