

****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.
- . **Please note that citizens wishing to observe or participate in providing public comment virtually through Zoom, MUST PRE-REGISTER BY NOON on the day of the meeting. Citizens will need to enter the Webinar ID and Passcode indicated below for that meeting to gain access.** 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.
 - o **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."

REVISED 2.22.2024, Added Consent Agenda Item 1L

**CITY COUNCIL
 REGULAR BUSINESS MEETING**

AGENDA

COUNCIL CHAMBERS

FEBRUARY 26, 2024

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Neese

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

MINUTES: February 12, 2024

COURTESIES:

PROCLAMATIONS: March - Colorectal Cancer Awareness Month

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. Mayor Cole recommends that Council confirm the following appointments:

1.	Name	Board/Commission	Term	
			Begins	Ends
1	Stephanie Donovan	Bicycle Pedestrian Advisory Commission*	02/26/24	12/31/24
2	Precious McKenzie	Billings BID	02/26/24	12/31/28
3	Valerie Courtney	Community Development - Low Mod*	02/26/24	12/31/26
4	Hans Abbey	Community Development - Low Mod	02/26/24	12/31/28
5	Ali Pistora	Community Development - Low Mod	02/26/24	12/31/28
6	No Applications	Human Relations Commission	02/26/24	12/31/28
7	Scott Forshee	Police Board	02/26/24	12/31/27

8	Stacey Robinson	Yellowstone Soil Conservation*	02/26/24	06/30/24
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*1 Unexpired term of Margy Bonner

*3 Unfilled vacancy

*8 Unexpired term of Clint Peck

B.

Bid Awards:

1. **W.O. 24-01: Contract 1, 2024 Water Main Replacement, Schedules 1A, 1B, 2A, 2B, and 3.** (Opened 2/6/24) Recommend Western Municipal Construction, Inc.
2. **W.O. 24-03: Contract 2, City Chip/Scrub Seal.** (Opened 2/6/24) Recommend Hardrives Construction, Inc.
3. **W.O. 24-11: WRF Solids Processing Building Roof Replacement.** (Opened 2/6/24) Recommend Empire Roofing.

C. **Purchase 2024 Asphalt Roller for Public Works from RDO Equipment Co.**

D. **Purchase 3 new vehicles for Public Works from Freemont Motors.**

E. **Contract for W.O. 24-21: 1st Avenue North Two-Way Conversion Feasibility Study; Sanderson Stewart.**

F. **Funding, Maintenance, Construction and Local Agency Guidelines Agreement with MDT for Stagecoach Trail.**

G. **West End Hangar Ground Leases with Beacon Air Group, LLC.**

H. **Donation to Parks and Recreation Department from Streeter Brothers Insurance.**

I. **Donation to Police Department from Yellowstone County DUI Task Force.**

J. **Preliminary Plat Extension for Hunters Point Subdivision. *Quasi-Judicial**

K. **Resolution calling for Election of a Local Government Review.**

L. **Letter of Support to Yellowstone County providing financial support to construct a short-term detention facility.**

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

1. January 22, 2024

2. January 29, 2024

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

REGULAR AGENDA:

2. **PUBLIC HEARING** for Low-Income Multi-Family Housing Project - Rose Park Plaza Apartments. No action required.

3. **PUBLIC HEARING AND RESOLUTION** assessing nuisance property abatements. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution assessing nuisance property abatements, as recommended by staff.

4. **PUBLIC HEARING AND RESOLUTION** assessing weed abatements. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution assessing weed abatements, as recommended by staff.

5. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1042:** located at 655 West Wicks 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 1042 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

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:** 02/26/2024  
**Title:** Boards & Commissions Appointments  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

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

|   | Name              | Board/Commission                        | Term     |          |
|---|-------------------|-----------------------------------------|----------|----------|
|   |                   |                                         | Begins   | Ends     |
| 1 | Stephanie Donovan | Bicycle Pedestrian Advisory Commission* | 02/26/24 | 12/31/24 |
| 2 | Precious McKenzie | Billings BID                            | 02/26/24 | 12/31/28 |
| 3 | Valerie Courtney  | Community Development - Low Mod*        | 02/26/24 | 12/31/26 |
| 4 | Hans Abbey        | Community Development - Low Mod         | 02/26/24 | 12/31/28 |
| 5 | Ali Pistora       | Community Development - Low Mod         | 02/26/24 | 12/31/28 |
| 6 | No Applications   | Human Relations Commission              | 02/26/24 | 12/31/28 |
| 7 | Scott Forshee     | Police Board                            | 02/26/24 | 12/31/27 |
| 8 | Stacey Robinson   | Yellowstone Soil Conservation*          | 02/26/24 | 06/30/24 |

\*1 Unexpired term of Margy Bonner

\*3 Unfilled vacancy

\*8 Unexpired term of Clint Peck

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

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

**ALTERNATIVES**

Council may:

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

**FISCAL EFFECTS**

The proposed action has no financial impact.

**City Council Regular**

**Date:** 02/26/2024  
**Title:** W.O. 24-01, Contract 1: 2024 Billings Water Main Replacement, Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that City Council award a contract for W.O. 24-01, Contract 1: 2024 Water Main Replacement, Schedules 1A, 1B, 2A, 2B, and 3 to Western Municipal Construction, Inc. in the amount of \$3,668,187.80.

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

W.O. 24-01 Contract 1, 2024 Water Main Replacement, will replace approximately 7,020 feet of existing water main. Water mains being replaced were selected based on several criteria including age, break history, lead joint pipe, fire flow deficiency, and undersized water mains. This project will replace water mains that are up to 68 years old, upsize residential 6-inch diameter water mains to 8-inch size and commercial 8-inch diameter water mains to 12-inch diameter, which will result in the reduction of maintenance costs from water main breaks. Upsizing to 8-inch and 12-inch diameter water mains will improve fire flows to adjacent properties and businesses. Generally, the project areas are Broadwater Avenue from 11th Street West to 16th Street West, and North 17th and North 18th Streets from 6th Avenue North to Vuecrest Drive.

The project was advertised on January 19, January 26, and February 2, 2024, in the Yellowstone County News and on the City's website. Bids were opened on February 6, 2024, and 3 bids were received. For the total of Schedules 1A, 1B, 2A, 2B, and 3, Western Municipal Construction, Inc. submitted the lowest, responsible bid.

**ALTERNATIVES**

City Council may:

- Award W.O. 24-01, Contract 1: 2024 Water Main Replacement, to Western Municipal Construction, Inc. in the amount of \$3,668,187.80 for Schedules 1A, 1B, 2A, 2B, and 3; or,
- Do not award a contract and reject all bids. If the project is not awarded, the City's water mains in these areas will continue to be unreliable, undersized, and will experience ongoing maintenance problems and expenses.

**FISCAL EFFECTS**

The following bids were received:

| Contractor                                   | Schedule 1A<br>Broadwater<br>Ave | Schedule<br>1B<br>13th St.<br>West | Schedule<br>2A<br>N. 18th St. | Schedule<br>2B<br>N. 17th St | Schedule 3<br>4th Ave N.<br>Valves | Total of All<br>Schedules |
|----------------------------------------------|----------------------------------|------------------------------------|-------------------------------|------------------------------|------------------------------------|---------------------------|
| Western<br>Municipal<br>Construction,<br>Inc | \$2,003,048.00                   | \$128,571.20                       | \$767,356.20                  | \$593,511.20                 | \$175,701.20                       | <b>\$3,668,187.80</b>     |
| Askin<br>Construction<br>LLC                 | \$2,186,050.00                   | \$134,575.00                       | \$846,375.00                  | \$554,825.00                 | \$201,000.00                       | <b>\$3,922,825.00</b>     |
| COP<br>Construction<br>LLC                   | \$2,588,334.00                   | \$158,195.00                       | \$923,378.00                  | \$668,819.00                 | \$246,665.00                       | <b>\$4,585,391.00</b>     |

The project was budgeted in FY24 using Water funds and ARPA grant funds. There is sufficient budget to award all schedules of the contract.

**City Council Regular**

**Date:** 02/26/2024  
**Title:** W.O. 24-03: Contract No. 2 City Chip/Scrub Seal, Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends the City Council award a contract for W.O. 24-03 Contract No. 2 City Chip/Scrub Seal to Hardrives Construction, Inc. in the amount of \$1,474,077.40.

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

The Contract No. 2 City Chip Seal project is part of the ongoing Street Preventative Maintenance Program in place since 1985. Annually, staff identifies streets proposed for preventative maintenance that includes pavement patching, chip/scrub seal resurfacing, overlay resurfacing, and crack sealing. Chip and scrub sealing are economical surface treatments designed to protect and prolong the life of a pavement by addressing cracking, raveling, and oxidation. The treatments reduce water intrusion and slow cracking. The project bid with three schedules delineating different street areas and Staff recommends that City Council award all three schedules, including additive alternates for fog sealing. The attached map shows the locations of the proposed work.

The contract was advertised on January 12, 19, 26, and 16 and February 2, 2024, in *The Yellowstone County News* and on the City's website. Staff opened bids on February 6, 2024. There were three bids received. Hardrives Construction, Inc. submitted the lowest responsible bid.

**ALTERNATIVES**

City Council may:

- Award W.O. 24-03 Contract 2 City Chip/Scrub Seal, to Hardrives Construction, Inc. in the amount of \$1,474,077.40; or,
- Do not award a contract and reject all bids. If the contract is not awarded, the streets planned for maintenance will continue to degrade.

**FISCAL EFFECTS**

The following bids were received:

| Contractor                   | Schedule 1     | Schedule 2   | Schedule 3   | Total          |
|------------------------------|----------------|--------------|--------------|----------------|
| Hardrives Construction, Inc. | \$792,114.45   | \$274,924.60 | \$407,038.35 | \$1,474,077.40 |
| ASTECH Corp.                 | \$981,953.31   | \$308,879.79 | \$406,093.39 | \$1,696,926.49 |
| Knife River                  | \$1,013,130.75 | \$331,039.70 | \$412,203.75 | \$1,756,374.20 |

The project was budgeted in FY24 using South Tax Increment Funds (TIF) in the amount of \$90,000 for the Hallowell chip seal and SMD2 and Gas Tax Funds for the remainder of the project. The budget is adequate to award the project.

**Attachments**

Location of Work



**City Council Regular**

**Date:** 02/26/2024  
**Title:** W.O. 24-11, WRF Solids Process Building Roof Replacement  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Template Contract  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends the City Council award a contract for W.O. 24-11, WRF Solids Processing Building Roof Replacement to Empire Roofing in the amount of \$474,634.

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

W.O. 24-11, WRF Solids Processing Building Roof Replacement will replace the roofing of the solids processing building at the Water Reclamation Facility (WRF). This roof was last replaced in the 1990s and has been patched numerous times due to leaks and is starting to deteriorate past the point that it will be able to be repaired with patching. The solids processing building houses the control room, maintenance shop, and multiple floors of specialized processing equipment and electronics that are critical to daily operations of the water reclamation facility. These areas are sensitive to water damage and water leaks could become very costly.

The project was advertised on January 12th, January 19th, January 26th, and February 2nd, 2024, in the Yellowstone County News and on the City's website. Bids were opened on February 6th and three bids were received. Empire Roofing submitted the lowest responsible bid.

**ALTERNATIVES**

City Council may:

- Award W.O. 24-11, WRF Solids Processing Building Roof Replacement to Empire Roofing in the amount of \$474,634; or
- Not award a contract and reject all bids. If the project is not awarded, the roof will continue to deteriorate, which will result in increased maintenance costs and risk damage to buildings and critical processing equipment.

**FISCAL EFFECTS**

The following bids were received:

| Contractor        | Total Bid    |
|-------------------|--------------|
| Empire Roofing    | \$474,634.00 |
| Wegner Roofing    | \$520,063.00 |
| Centimark Roofing | \$691,582.00 |

The engineer's estimate was \$500,000 so while there is a large discrepancy between the high and low bids, we consider the low bid to be responsible. The project was budgeted in FY24 using Wastewater O&M funds. There are sufficient funds to award the contract.

**City Council Regular**

**Date:** 02/26/2024  
**Title:** Purchase of 2024 Asphalt Roller  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approves the purchase of 2024 Asphalt Roller from RDO Equipment Co. in the amount of \$161,311.67.

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

The purchase of a 2024 Asphalt Roller is included in the approved FY24 Equipment Replacement Plan (ERP) and FY24 Street and Traffic budget. The asphalt roller is an integral part of the asphalt program and is used to make repairs to failing streets and replace asphalt. Staff is recommending procurement of the equipment using the cooperative purchasing agreement (Sourcewell), as the pricing is better than competitive bid pricing. The existing asphalt roller will be sold.

**ALTERNATIVES**

City Council may:

- Approve purchasing the 2024 Asphalt Roller; or,
- Not approve the purchase. If not approved, the Public Works Department will be required to continue using the existing equipment that is at or near the end of its useful life. Maintenance costs will increase and reliability will decrease.

**FISCAL EFFECTS**

The Asphalt Roller was budgeted in FY24 using Street Maintenance District funds. There is sufficient budget for this purchase.

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**City Council Regular**

**Date:** 02/26/2024  
**Title:** Purchase of Three New Vehicles - Public Works Engineering Division,  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that the City Council approve the purchase of three new vehicles for the Public Works Engineering Division from Freemont Motors in the amount of \$119,250.

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

The purchase of three new 1/2 ton trucks for the Public Works Engineering Division is included in the approved Equipment Replacement Program and FY24 budget. These new trucks will replace Engineering Division trucks 1082, 1087, and 1095. The existing units will be sold at auction. Fremont Motors provided the lowest quote and this price is less than the price the City could obtain through the state bid process.

**ALTERNATIVES**

City Council may:

- Approve the purchase of three 1/2-ton trucks for the Public Works Engineering Division; or,
- Not approve the purchase and reject all bids. If the new trucks are not purchased, the Public Works Department will be required to continue using the existing vehicles that are at or near the end of their useful life. Maintenance costs will increase and reliability will decrease.

**FISCAL EFFECTS**

The following quotes were received:

| VENDOR NAME     | QTY | UNIT PRICE  | TOTAL PRICE  |
|-----------------|-----|-------------|--------------|
| Freemont Motors | 3   | \$39,750.00 | \$119,250.00 |
| Billion Auto    | 3   | \$40,184.00 | \$120,552.00 |
| Laurel Chevy    | 3   | \$47,056.00 | \$141,168.00 |

These vehicles were budgeted with Engineering funds in the FY24 budget. The budget is adequate to purchase the vehicles.

**City Council Regular**

**Date:** 02/26/2024  
**Title:** W.O. 24-21 1st Avenue North Two-Way Conversion Feasibility Study, 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 the City Council award a contract for WO 24-21 1st Avenue North Two-Way Conversion Feasibility Study to Sanderson Stewart in the amount of \$102,000.

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

A Downtown Traffic Study evaluating the current transportation network from Division Street to Main Street and 6th Avenue North to 1st Avenue South was completed in August 2019. The Study initially considered the conversion of 1st Avenue North, Montana Avenue, 4th Avenue North, or 6th Avenue North, but did not fully study the feasibility due to lack of interest from the advisory committee. The possibility to convert 1st Avenue North is now being considered, as the Montana Department of Transportation (MDT) continues to design an improvement project for the 1st Avenue North road corridor from North 9th Street to Division Street. Montana Avenue, which is the existing one-way couplet for 1st Avenue North, will also be considered for two-way traffic. MDT has indicated that two-way traffic can be considered for 1st Avenue North and Montana Avenue. However, the operational impacts need to be understood before a determination can be made. The feasibility study will be used by City and MDT staff in decision-making for the ongoing design of the 1st Avenue North and Montana Avenue roadway corridors. MDT plans to construct the east segment of 1st Avenue North improvements from North 9th Street to North 22nd Street, which is currently a two-way configuration, in 2027. A construction schedule for the middle and west segments, which are currently a one-way configuration, is not known at this time.

The feasibility study will analyze existing and projected traffic data to develop alternatives for a two-way configuration on 1st Avenue North and Montana Avenue. The alternatives will identify the required lane configurations to support two-way traffic (3-lane, 4-lane, or 5-lane). Lane configuration alternatives on other roadways are not included in this study. The study will analyze how a change to two-way traffic on 1st Avenue North and Montana Avenue impacts the surrounding downtown streets and adjacent City of Billings commuter routes including 4th Avenue North, 6th Avenue North, North 27th Street, and Division Street. The feasibility study will include possible solutions for the Division Street / Broadwater Avenue / 1st Avenue North / Montana Avenue intersection and conceptual cost estimates for any viable lane configurations. Conceptual design or public outreach will not be completed with this project. Public outreach will be critical in decision-making for the road corridors; however, the intent of this study is to determine the operational feasibility of a two-way configuration on 1st Avenue North and Montana Avenue. If the project is found to be operationally feasible, public involvement and design could be completed with a future project.

MDT staff attended a scoping meeting and provided comments on the scope of work. Planning Division staff were also involved in the development of the scope of work. This study will continue to be closely coordinated with MDT and will include monthly project update meetings with the project team and MDT staff.

The City requested proposals for professional services from the prequalified list derived from the established Statement of Qualifications. Sanderson Stewart was selected for the project using the proposal process. Two other proposals were received from KLJ Engineering and Kittelson and Associates. The Consultant selected was based on Project Team and Availability, Project Approach, and Firm Qualifications and Experience related to project needs.

**ALTERNATIVES**

City Council may:

- Approve award of a Professional Services Contract with Sanderson Stewart; or,
- Not approve contract with Sanderson Stewart. If this agreement is not approved, exploring alternatives for 1st Avenue North would not be done before 1st Ave N is reconstructed by MDT.

## **FISCAL EFFECTS**

The professional services contract is \$102,000. The project was budgeted in FY24 in the amount of \$102,000 using SMD2 funds (\$52,000) and MPO Transportation PL Funds (\$50,000) associated with the Annual Travel Corridor Coordination and Travel Demand Modeling projects. There are sufficient funds to award the contract.

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## **Attachments**

WO 24-21 1st Ave N Two-Way Feasibility Study Contract



## Contract for Professional Architectural and Engineering Services

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### Project:

In consideration of the mutual promises herein, the City of Billings and Sanderson Stewart 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 2 pages (Basic Services of Contractor);
- Appendix B consisting of 1 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 2 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (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 Administrator or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means Sanderson Stewart.

#### Section 2. Scope of Services.

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

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (\*.asc, \*.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (\*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.
- E. 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 February 26th, 2025. The parties may extend this agreement, by mutual concurrence in writing prior to its termination.

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

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

## Section 5. Termination of the Contractor's Services.

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

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

## Section 6. Duties Upon Termination

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

## Section 7. Insurance.

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

## Section 8. Assignments.

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

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

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

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

#### Section 10. Notices.

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

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

Contractor: Erin Claunch, PE, PTOE  
Sanderson Stewart  
1300 N. Transtech Way  
Billings, MT 59102

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: Principal  
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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, MONTANA**

Sanderson Stewart  
**BUSINESS NAME**

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

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

Michael P. Sanderson

**APPROVED AS TO FORM:**

**PRINT NAME**

Principal/CEO  
**PRINT TITLE**

**CITY ATTORNEY'S OFFICE**

**ATTEST:**

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

## Appendix A

### Basic Services of Engineer

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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. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard

Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

- K. 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 Erin Claunch, PE, PTOE working under the Principal-in-Charge, DJ Clark, PE, PTOE.

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 Sarah Plath, P.E.

Section 3. Scope of Work.

See Exhibit A.

## Exhibit A

### SCOPE OF WORK:

This scope of work outlines the activities necessary to perform a detailed study and analysis of feasibility for the 1<sup>st</sup> Avenue North Two-way Conversion, as defined and outlined in the City of Billings Request for Proposals dated September 20, 2023.

A Downtown Traffic Study evaluating the current transportation network from Division Street to Main Street and 6<sup>th</sup> Avenue North to 1<sup>st</sup> Avenue South was completed by the City in August of 2019. As a result, 2<sup>nd</sup> Avenue North, 3<sup>rd</sup> Avenue North, and various of the north-south one-way streets downtown have been or are in design to be converted to two-way traffic. That study initially considered the conversion of 1st Avenue North, Montana Avenue, 4th Avenue North, and 6th Avenue North but did not fully study the feasibility due to lack of interest from the advisory committee. The possibility to convert 1st Avenue North is now being considered, however, as MDT continues design on an improvement project for the road corridor from North 9th Street to Division Street. Montana Avenue, which is the existing one-way couplet for 1st Avenue North, will also be considered for two-way traffic. The specific individual projects included in this scope of work are listed in the table below.

Professional services are to include the following, all of which are more specifically described on the following pages:

- Traffic data collection
- Existing conditions intersection and corridor operations/mitigation analyses
- Coordination with City staff
- Sub-area travel demand modeling
- Tiered analysis to determine potential fatal flaws
- Intersection and corridor operations analyses for proposed alternatives
- Report documenting feasibility study and the recommended alternative. A high-level cost estimate will be generated for the recommended alternative.

#### **Phase 100. Project Management**

- Task 1. Project Coordination: General project management, including internal meetings, project scoping, fee estimate, sub-consultant contracting/coordination, and administrative tasks.
- Task 2. City Meetings & Correspondence: Meetings and correspondence with City of Billings staff on project-related items. This task includes up to three (3) coordination meetings with City and Montana Department of Transportation (MDT) staff to provide project updates. It is assumed that the City will organize/lead these meetings and that the Consultant will provide project updates.
- Task 3. Project Email Updates: Monthly project status update emails will be sent to the City of Billings Project Manager (Sarah Plath).
- Task 4. Monthly Billing/Invoicing: Preparation of project invoicing and City's documentation letter.

Phase 100 Deliverables: Project status update emails, monthly project invoices.

**Phase 200. Research & Data Collection**

- Task 1. General research of background information and review of existing planning documents, studies, and governance codes that are applicable to the project study area. It is assumed that the City/MDT will provide readily available existing traffic data, signal timing data, crash data, Synchro files, and TransCAD Regional Travel Demand Model files within the project area. This data will be supplemented with additional data collected by the consultant in Task 3.
- Task 2. Review of existing traffic volume data, existing traffic signal timing data, and Synchro files as available from the City and/or MDT.
- Task 3. Traffic data collection at up to four (4) intersection locations (anticipated intersection list shown below) using Miovision Scout video-based systems. Vehicular and pedestrian count data will generally be processed for a total of four (4) count-hours at each intersection location [two (2) count-hours generally overlapping the anticipated morning peak hour and two (2) count-hours generally overlapping the anticipated evening peak hour]. However, this scope of work anticipates 9 count-hours of additional processing time to allow for traffic signal warrants analyses at up to three (3) of the intersections. This traffic data will be used to calibrate data retrieved from Replica and applied at the remaining project intersections.
  - 1<sup>st</sup> Avenue North/Broadwater Avenue/Division Street
  - 1<sup>st</sup> Avenue North/North 27<sup>th</sup> Street
  - Montana Avenue/North 27<sup>th</sup> Street
  - 1<sup>st</sup> Avenue North/Exposition Drive/Highway 87
- Task 4. Field inventory of project study area surface features pavement markings, traffic signals, and general street typical sections/measurements (made using a combination existing topographic survey from the Consultant's adjacent projects and online aerial photo measurements). The Consultant will coordinate with the City of Billings Public Works Department to obtain any information that is already available, including rights-of-way.
- Task 5. Coordination with Billings-Yellowstone County Metropolitan Planning Organization (MPO) to request existing regional travel demand model data for use in developing sub-area travel demand model for this study. Review of travel demand model for applicable use.
- Task 6. Develop future traffic volume growth rate projections (2044 scenario) utilizing travel demand model.
- Task 7. Collect Replica data of project area. This data will be forecasted to future conditions (2044 scenario) utilizing the growth rates determined in Phase 200 – Task 5

Phase 200 Deliverables: Traffic count data summaries.

**Phase 300. Existing & Future Background Conditions Analysis**

- Task 1. Existing conditions peak hour (AM and PM) intersection and corridor capacity analysis for up to 15 intersections of the streets listed below using the PTV Vistro and/or HCS 7 platforms.

- 1<sup>st</sup> Avenue North
- Montana Avenue
- 1<sup>st</sup> Avenue South
- 4<sup>th</sup> Avenue North
- 6<sup>th</sup> Avenue North
- Division Street
- North 27<sup>th</sup> Street
- Main Street/Exposition Drive

Additional project intersections include:

- Grand Avenue/North 32<sup>nd</sup> Street/6<sup>th</sup> Avenue North
- 1<sup>st</sup> Avenue North/North 13<sup>th</sup> Street

- Task 2. Future conditions (2044 scenarios) peak hour (AM and PM) intersection and corridor capacity analysis for the intersections of the streets in Phase 300, Task 1 using the PTV Vistro and/or HCS 7 platforms.
- Task 3. Determination and evaluation of appropriate measures of effectiveness (MOEs) for multimodal analysis along project corridors/intersections listed in Phase 300 – Task 1. This will include MOEs for vehicular, pedestrian, bicycle and transit consideration.
- Task 4. Intersection crash history analysis (where crash data is available from the City or MDT) for the intersections listed in the Phase 300 – Task 1 description.
- Task 5. Prepare summary tables for review and analysis of results.

Phase 300 Deliverables: Capacity calculation worksheets; summary tables with results based on determined MOEs.

#### **Phase 400. Identification of Alternatives**

- Task 1. Traffic data/field inventory review and analysis for alternatives selection. Based on current Replica data, the 2<sup>nd</sup> & 3<sup>rd</sup> Avenues North corridors do not currently serve significant regional (through) traffic. Therefore, it is assumed that alternatives and lane configuration changes will only be made along 1<sup>st</sup> Avenue North and/or Montana Avenue. All other corridors within project limits will remain in their existing configurations.
- Task 2. Project team meeting to discuss potential alternatives that will be used in preliminary feasibility analysis and tiered alternative selection. Alternatives selected are assumed to fit within the existing pavement width.
- Task 3. The following intersections will be analyzed for in-depth, potential solutions, and the resultant impacts to adjacent intersections. No design tasks are assumed within this task.
- Broadwater Avenue/1st Avenue North/Division Street/North 36th Street
  - Montana Avenue/Division Street
  - Montana Avenue/North 36th Street

Phase 400 Deliverables: Project growth rate from travel demand model; forecasted traffic data from Replica, and a list of alternatives.

**Phase 500. Sub-Area Travel Demand Modeling**

- Task 1. Create a focused subarea travel model for the downtown Billings Area, capturing the key arterials and critical intersections within the area spanning from 1st Avenue South to 6th Avenue North and from Hwy 312 (US 87) to Division Street. This model shall be built in the Visum travel demand modeling software. Based on current Replica data, the 2<sup>nd</sup> and 3<sup>rd</sup> Avenue N corridors do not currently and are not anticipated to serve significant regional (through) traffic in the Downtown area, so these corridors will not be included in the subarea model. The model network shall be coded for Intersection Control Analysis (ICA) traffic assignment, including simplified signal timings at up to twenty-four (24) signalized intersections within the project study area. Traffic Analysis Zones will be disaggregated from the Billings MPO TransCAD travel demand model within the subarea as necessary for calibration. The CONSULTANT shall use Replica Data to determine and apply existing trip distribution patterns throughout the subarea model. The model will contain two scenarios – AM peak hour and PM peak hour. Each scenario will be calibrated using a combination of newly collected 2024 data and Replica estimated turn movement traffic counts at up to ten (10) key intersections within the model subarea.
- Task 2. Create 20-year growth scenarios (AM and PM peak hour) for the subarea model, using growth rate information from the Billings MPO TransCAD Regional Travel Demand Model. These future (year 2044) baseline scenarios shall include any planned or programmed projects on roadways within the model.
- Task 3. Code and evaluate up to five (5) year 2044 1-way to 2-way conversion alternatives for 1st Avenue N/Montana Avenue. These alternatives will most likely include a 3-lane corridor on 1<sup>st</sup> Avenue North, 3-lane corridors on 1<sup>st</sup> Avenue North & Montana Avenue, and potentially 4-lane corridors on portions or all of 1<sup>st</sup> Avenue North. The subarea model will be used to compare corridor travel time and high-level key intersection delay against the baseline conditions scenarios to determine whether each proposed alternative is fatally flawed. The subarea model increased delay/travel time thresholds for fatal flaw designation shall be agreed upon with the City of Billings, who will coordinate these corridor performance assumptions with MDT staff. The top non-fatally flawed, best-performing alternative shall be advanced to more detailed evaluation, and the traffic volume projections (AM and PM, 2044 conditions) at up to ten (10) key study intersections shall be developed for both this alternative along with baseline 2044 projections.

Phase 500 Deliverables: Key model assumptions, calibration results, and data input information delivered to City via virtual meeting and Powerpoint presentation.

**Phase 600. Existing Traffic Conditions + Alternatives Analysis**

- Task 1. Update Synchro model provided by the City of Billings with alternatives identified in Phase 400. This will include in-depth modifications to the model at the following intersections.

- Broadwater Avenue/1<sup>st</sup> Avenue North/Division Street/North 36<sup>th</sup> Street
- Montana Avenue/Division Street
- Montana Avenue/North 36<sup>th</sup> Street

Task 2. Existing traffic peak hour (AM and PM) intersection and corridor capacity analysis for the intersections and streets listed in the Phase 300 – Task 1. Alternatives analyzed will be limited to the preferred alternatives from the tiered analysis from the Sub-Area Travel Demand Model from Phase 500. Lane configurations will be evaluated based on turning movement demands and intersection capacity. This task will include analysis of street widths and potential impacts to existing lane utilization (i.e. impacts to turn lanes and parking lanes).

Task 3. Alternate transportation modes analysis, including evaluations of transit routes and systems, on-street and independent bicycle and multi-use facilities, and anticipated ride-share/autonomous vehicle impacts.

Phase 600 Deliverables: Email documenting MOEs and project thresholds; Capacity calculation worksheets; traffic signal warrants analysis worksheets.

#### **Phase 700. Future Traffic Conditions + Alternatives Analysis**

Task 1. Future conditions (2044 scenario) peak hour (AM and PM) intersection and corridor capacity analysis for the intersections and streets listed in the Phase 300 – Task 1. Alternatives analyzed will be limited to the preferred alternatives from the tiered analysis from the Sub-Area Travel Demand Model from Phase 400. Lane configurations will be evaluated based on turning movement demands and intersection capacity.

Task 2. Future conditions (2044 scenarios) MUTCD traffic signal warrants analysis (as required) at up to three (3) intersections. It is anticipated that the following intersections will be analyzed for signal warrants:

- Montana Avenue/Division Street
- Montana Avenue/North 36<sup>th</sup> Street
- 1<sup>st</sup> Avenue North/North 18<sup>th</sup> Street

Task 3. Alternate transportation modes analysis, including evaluations of transit routes and systems, on-street and independent bicycle and multi-use facilities, and anticipated ride-share/autonomous vehicle impacts.

Phase 700 Deliverables: Email documenting MOEs and project thresholds; Capacity calculation worksheets; traffic signal warrants analysis worksheets.

#### **Phase 800. Summary Report**

Task 1. Writing and formatting a brief, summary draft report (similar to an Executive Summary) will be created to document the study and analysis. This will include creation of figures and tables for presentation of results.

Task 2. Conceptual cost estimate for one (1) preferred alternative.

Task 3. QA/QC and submit draft report.

- Task 4. Meeting with the City and MDT to discuss review comments on draft report.
- Task 5. One (1) round of revisions to figures and tables based on City, MDT, and other jurisdictional review comments prior to submittal of final report for additional review and approval.
- Task 6. QA/QC and Final Submittal: City comments will be incorporated into final figures and tables used for presentation of results.

Phase 800 Deliverables: Draft report, in electronic format acceptable to the City; Final figures and tables, including pdf format suitable for website viewing.

### **Exclusion from Scope of Work**

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

1. Topographic or cadastral survey office or field work. However, the Consultant will utilize existing available data from adjacent projects, as needed.
2. Public engagement or Public involvement activities.
3. Geotechnical field work or analysis to determine soils conditions or pavement design recommendations.
4. Design of improvements beyond a conceptual/modeling level.
5. Modeling or traffic analysis efforts outside of AM and PM peak hours.

## Appendix B Methods and Times of Payment

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### Section 1. Payments for Basic Services.

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

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

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

|      |                                                  |             |
|------|--------------------------------------------------|-------------|
| 100. | Project Management                               | \$6,940.00  |
| 200. | Research & Data Collection                       | \$5,200.00  |
| 300. | Existing & Future Background Conditions Analysis | \$8,130.00  |
| 400. | Identification of Alternatives                   | \$12,640.00 |
| 500. | Sub-Area Travel Demand Modeling                  | \$43,645.00 |
| 600. | Existing Traffic / Alternatives Analysis         | \$8,220.00  |
| 700. | Future Conditions / Mitigation Analysis          | \$8,400.00  |
| 800. | Summary Report                                   | \$8,825.00  |

**TOTAL CONTRACT** **\$102,000.00**

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this 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 Contractor's work which requires redoing by Billings shall be deducted from any payments due the Contractor, if the Contractor 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 Contractor's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

## **Appendix C**

### **Additional Services of Contractor**

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

- A. Public engagement activities.
- B. Preliminary/conceptual design drawings.
- C. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of the services identified in Appendix A.

## **Appendix D**

### **Schedule of Professional Fees**

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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.

(Please see the attached rate sheets.)

# CHARGE OUT RATES

EFFECTIVE AUGUST 5, 2023



a sanderson bellecci company

## STAFF PERSONNEL SERVICES

|                                            |               |
|--------------------------------------------|---------------|
| Staff Engineer I                           | \$115.00/hour |
| Staff Engineer II                          | \$130.00/hour |
| Staff Engineer III                         | \$135.00/hour |
| Project Engineer I                         | \$145.00/hour |
| Project Engineer II                        | \$150.00/hour |
| Senior Engineer I                          | \$185.00/hour |
| Senior Engineer II                         | \$210.00/hour |
| Principal Engineer Intern                  | \$240.00/hour |
| Expert Witness/Special Consultant          | \$75.00/hour  |
| Staff Planner I                            | \$290.00/hour |
| Staff Planner II                           | \$100.00/hour |
| Planner I                                  | \$115.00/hour |
| Planner II                                 | \$130.00/hour |
| Senior Planner I                           | \$145.00/hour |
| Senior Planner II                          | \$155.00/hour |
| Senior Planner III                         | \$195.00/hour |
| Right-of-Way Agent                         | \$200.00/hour |
| Staff Landscape Designer I                 | \$168.00/hour |
| Staff Landscape Designer II                | \$100.00/hour |
| Landscape Architect I                      | \$115.00/hour |
| Landscape Architect II                     | \$135.00/hour |
| Senior Landscape Architect I               | \$145.00/hour |
| Senior Landscape Architect II              | \$160.00/hour |
| Field Survey Technician I                  | \$175.00/hour |
| Field Survey Technician II                 | \$85.00/hour  |
| Staff Surveyor I                           | \$88.00/hour  |
| Staff Surveyor II                          | \$110.00/hour |
| Professional Land Surveyor I               | \$125.00/hour |
| Professional Land Surveyor II              | \$135.00/hour |
| Senior Professional Land Surveyor I        | \$148.00/hour |
| Senior Professional Land Surveyor II       | \$160.00/hour |
| Graphic Artist                             | \$180.00/hour |
| CADD Technician I                          | \$105.00/hour |
| CADD Technician II                         | \$100.00/hour |
| Designer I                                 | \$105.00/hour |
| Designer II                                | \$100.00/hour |
| Senior Designer I                          | \$110.00/hour |
| Senior Designer II                         | \$120.00/hour |
| Construction Inspector                     | \$145.00/hour |
| Construction Engineering Technician        | \$88.00/hour  |
| Senior Construction Engineering Technician | \$100.00/hour |
| Construction Engineer I                    | \$145.00/hour |
| Construction Engineer II                   | \$145.00/hour |
|                                            | \$150.00/hour |

## STAFF PERSONNEL SERVICES CONTINUED

|                                |               |
|--------------------------------|---------------|
| Project Administrator          | \$100.00/hour |
| Senior Project Administrator   | \$115.00/hour |
| Administrative/Clerical        | \$95.00/hour  |
| Senior Administrative Director | \$185.00/hour |
| Marketing Coordinator          | \$110.00/hour |
| Senior Marketing Coordinator   | \$125.00/hour |
| Marketing Director             | \$175.00/hour |

## SURVEY CREW SERVICES

|                              |                             |
|------------------------------|-----------------------------|
| I-person/2-person Crew       | \$Per Job                   |
| Survey Equipment             | \$30.00 /fieldwork hour     |
| Survey Vehicle Mileage       | IRS Rate/Mile + \$0.10/Mile |
| Scanner Equipment            | \$150.00 /hour              |
| Scanner Equipment (Hourly)   | \$150 /hour                 |
| Scanner Equipment (Full Day) | \$1,050 /day                |

## OUTSIDE CONSULTANTS

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

## INDEPENDENT LABORATORIES

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

## ADMINISTRATIVE EXPENSES

Administrative expenses (including copies, prints, phone, postage, materials, and travel) 3.5% \*

\* based on professional services only, unless modified by contract

Vehicle Mileage IRS Rate

**These rates are updated periodically to reflect market conditions. Rate increases will be reflected in future invoicing.**

## Appendix E

### Project Schedule

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Based on a notice to proceed by Billings date no later than February 26, 2024, the completion date for the Contractor's work through final design (Phases 100 – 800 of Appendix A) shall be:

- A. Preliminary Report Submittal: June 30, 2024
- B. Final Report Submittal: August 31<sup>st</sup>, 2024

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2024

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.

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.

Table with 2 main columns: PRODUCER (Billings Office, Marsh McLennan Agency LLC) and CONTACT NAME/PHONE/FAX. Includes a sub-table for INSURER(S) AFFORDING COVERAGE with columns for INSURER NAME and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Professional, and Pollution.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 1st Avenue North Two-way Conversion

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Billings; Public Works Department) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Cindy Thelen).

**City Council Regular**

**Date:** 02/26/2024  
**Title:** Funding, Maintenance, Construction and Local Agency Guidelines Agreement - Stagecoach Trail: MDT and City of Billings  
**Presented by:** Lora Mattox  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council approve the Funding, Maintenance, Construction and Local Agency Guidelines (LAG) Agreement with the Montana Department of Transportation and authorize the Mayor to sign the agreement. Signing this document will enable the release and allocation of Transportation Alternative funding to finalize the construction of the Stagecoach Trail.

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

The Transportation Alternatives Program (TA) is a set-aside program from the Surface Transportation Block Grant (STBG) program. Eligible uses of the funds include projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act (MAP-21). This includes a variety of pedestrian and bicycle facilities, recreational trails, safe routes to school projects and other community improvement projects.

In 2023, the MPO received an allocation of approximately \$6.38 million of TA funds. The MPO received two projects, one being submitted by the City of Billings for the construction of the Stagecoach Trail. This project will construct a minimum of a 10' wide shared use path from the Skyline Trail on the east side of Zimmerman Trail to Rimrock Road below the Rims. This project was ultimately approved by the Policy Coordinating Committee and the Montana Transportation Commission for funding. The City Council also approved the required local match funds for the project in its 2025-2029 CIP in December 2023.

The LAG Agreement serves as the formal document that governs the collaboration between MDT and the City to plan, fund, construct, and maintain the Stagecoach Trail. Upon approval of the agreement by the City Council, MDT will send this agreement through DocuSign for the Mayor's signature.

**STAKEHOLDERS**

The Stagecoach Trail project has been identified in local planning efforts that included robust public participation. This project was extensively reviewed in the development of the 2015 Rimrocks to Valley Bike & Pedestrian Study, has been a community priority as a critical safety project to enable pedestrians and cyclists safe access up and down the rimrocks along Zimmerman Trail, and as a connection for the completion of the Marathon Loop around Billings.

**ALTERNATIVES**

City Council may:

- Approve the LAG Agreement and authorize the mayor's signature, allowing the Stagecoach Trail project to begin preliminary engineering and construction activities; or,
- Not approve the LAG Agreement. Not approving the LAG Agreement leaves in limbo \$4.79 million in Transportation Alternative funding and the future of the Stagecoach Trail, and is in direct conflict with past actions of the City Council to both approve the project for the TA program and receive MDT approval, and include it with approval of local match in the adopted FY25-FY29 CIP.

**FISCAL EFFECTS**

In addition to the \$4.79 million in TA funds, the City of Billings has committed up to \$743,879 in local match funding for this project. This includes a \$100,000 donation from Billings TrailNet. This project is approved within the City's FY25-FY29 Capital Improvement Plan adopted in December.

**SUMMARY**

The Transportation Alternatives Program is an opportunity for the Billings Urban Area to complete larger, complex non-motorized projects since there continues to be a lack of consistent City funding to build trail and pathway projects

outside of the City ROW. The Stagecoach Trail is a large and challenging project. Without the TA funds, this project could be delayed for years if not decades. This project will provide an important piece of transportation infrastructure to safely allow pedestrians and cyclists an alternative way to traverse up and down the Rimrocks adjacent to Zimmerman Trail.

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### **Attachments**

Stagecoach Trail-MDT Agreement

**Funding, Maintenance, Construction and Local Agency  
Guidelines (LAG) Agreement  
TA 1001(8);TA 1001(9)  
Stagecoach Trail - Billings  
UPN 10432000**

This Agreement by and between the City of Billings (City), and the Montana Department of Transportation (MDT, Department, or State) (collectively, Parties), establishes the responsibilities and duties of the Parties with respect to project activities including the construction of a shared-use path adjacent to a portion Zimmerman Trail (U-1001) located within the City of Billings, Montana.

**Whereas**, the construction will be accomplished through Uniform Project Number 10432000, Federal-Aid Project Number TA 1001(8);TA 1001(9), titled Stagecoach Trail - Billings (Project) located on Zimmerman Trail (U-1001) between 0 and 0.946 as shown in “Attachment B: Project Map”; and,

**Whereas**, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the City and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the Project to remain eligible for state and/or federal funding; and,

**Whereas**, a portion of the Project lies on the designated Urban Highway System (on-system) under the jurisdiction of the Montana Transportation Commission and MDT as per Mont. Code Ann. 60-2-110, and a portion of the project is not on the designated State and Federal Highway System (off-system); and,

**Whereas**, costs necessary to complete the Project shall be funded by the Federal Transportation Alternatives Program; and,

**Whereas**, the City and MDT are also parties to a City-Maintained Urban Highway System Routes Citywide Memorandum of Agreement (Citywide MOA) setting forth the responsibilities of the parties related to performance of construction and maintenance of roadway and right-of-way features on Urban Highway System Routes designated by the Montana Transportation Commission and not maintained by MDT; and,

**Whereas**, the State and City recognize the need to construct the Project, and are willing to share in its costs in accordance with Article VI, Funding; and,

**Whereas**, the City and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

**Whereas**, the City desires to have the Project constructed, the City deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in this Agreement;

Now, therefore, the Parties agree as follows:

**ARTICLE I. FEDERAL SUBRECIPIENT AWARD INFORMATION**

1. City's Unique Entity ID is MLYDN89CLXL5;
2. This project is not for research and development;
3. Federal Award Identification Number (FAIN) 693JJ2223000;
4. Federal Award Project Description: Transportation Alternatives;
5. Awarding Agency: FHWA;
6. The Period of Performance begins the date this Project is federally programmed until the closure date;
7. Indirect Cost Rate: If the City chooses to claim an indirect cost rate for reimbursement, it must do so in accordance with 2 CFR Part 200.414 and Section E, Appendices III-VIII. The City may use the current 10% de minimus indirect cost rate, unless the City has an indirect cost rate approved by a cognizant agency and submits a copy of the indirect cost approval letter to MDT

**ARTICLE II. GENERAL OBLIGATIONS OF MDT**

1. MDT will provide appropriate and timely input during the Project's development.
2. If the City does not fulfill their maintenance requirements as stated herein, MDT may complete the required maintenance and seek compensation from the City. In doing so, MDT must first provide notice to the City allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the City.
3. MDT may complete any maintenance required due to a public emergency and seek compensation from the City for any costs incurred. In doing so, MDT may first provide notice to the City, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the City.

**ARTICLE III. GENERAL OBLIGATIONS OF THE CITY**

1. The City will design, award, and administer the construction contract to construct the Project.
2. The City will provide MDT opportunities to participate in the Project's development, including invitation to the final inspection of the Project.
3. The City agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.

4. The City will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the Project.
5. The City will conduct all Roadway Maintenance as defined and set forth in the Citywide MOA, incorporated herein by this reference.
6. The City is responsible for issuing all future encroachment and approach permits in accordance with the Citywide MOA.
7. The City, at its sole expense, will maintain the City signs installed as part of this Project in accordance with the Citywide MOA.
8. The City, at its sole expense, must obtain and maintain all federal, state and local building permits or other permits of any type or nature required by a governing authority, except as noted in this Agreement.
9. Unless specified otherwise herein, the City agrees any infrastructure added and solely paid for by the City with this Project is the sole maintenance and repair responsibility of the City. If the infrastructure must be moved or modified by MDT due to future projects or maintenance requirements, the costs for moving or modifying the infrastructure will be paid for solely by the City. MDT will notify the City in advance of the need to remove or modify the infrastructure and will coordinate with the City as the Project develops. If the City chooses not to remove or modify the infrastructure, MDT will remove the infrastructure and invoice the City for its costs.
10. The City agrees to regulate utility occupancy on the right-of-way of this highway in conformance with occupancy regulations that comply with or are more restrictive than the requirements of the Administrative Rule of Montana, 18.7.201 thru 18.7.241, governing "Right of Way Occupancy by Utilities."
11. The City agrees that it will assume full and complete responsibility for the Project. Including accepting any right of way acquired for the Project and ownership and responsibility for any permits obtained for the Project.

## **ARTICLE IV. PROJECT-SPECIFIC PROVISIONS**

### **1. Construction Storm Water General Permit**

- a. The City is solely responsible for ensuring compliance with the Construction Storm Water General Permit if one is needed for construction of the project.

### **2. Small Municipal Separate Storm Sewer System (MS4) Permit**

- a. The City agrees the Project will be designed in compliance with applicable Small MS4 Permit requirements.
- b. The City agrees to operate, monitor and maintain storm water management features within the right of way of the Project limits in compliance with applicable MS4 requirements.

## **ARTICLE V. PROJECT-SPECIFIC FEATURES**

### **1. Shared-Use Path**

- a. Upon completion of the Project by the City and its Contractor, the City agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay the cost of operating the shared-use path within the project limits, such that it does not negatively impact the operation of the shared-use path or the safety of the traveling public. If all or part of the shared-use path becomes unsafe for use, the City agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, “maintenance of a shared-use path” is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged path; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments to the safe travel of pedestrians or other path users; maintenance of all associated drainage features; maintenance of path-related signs; and any and all other normally accepted maintenance practices.
- c. For the purposes of this Agreement, “maintenance of shared-use path signs,” is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, wind, and other means.

## **2. City of Billings Signage**

Upon completion of the Project by the City and its Contractor, the City agrees that it is responsible, at no cost to MDT, to maintain the City signs within the Project.

- a. For the purposes of this Agreement, "maintenance of signs," is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, wind, or other means.

### **ARTICLE VI. FUNDING**

1. The City agrees to pay the requisite 13.42% non-federal matching funds for the Project and associated indirect costs up to the allowable overrun percentage in accordance with Tables 1 and 2 below.
2. The City is responsible for 100% of non-federal aid eligible costs and for the payback of state and federal funds expended on non-federal aid eligible elements of the Project, if required.
3. It is understood and agreed between the Parties that Section 17-1-106, MCA, requires any state agency that receives non-general funds, including MDT, to identify and recover its indirect costs. These costs are in addition to the direct Project costs. Indirect costs will be recovered on MDT charges to the Project. Indirect costs will not be recovered on City charges to the Project. See Table 1 below.
4. The City will be billed in advance for its local funds for MDT charges, including indirect costs and materials test rate. The billing for the Project's preliminary engineering (PE phase) for MDT charges will be sent within 30 days of this Agreement being signed. The billing for the Project's CE phase will be sent no fewer than sixty (60) days prior to the Project's anticipated advertisement for letting.
5. The City will submit payment to the State within thirty (30) days of billing. Payments to this Project will be provided to the State in the form of a check to be credited to the Project. The payment(s) should be sent to MDT's Administration Division at:

Montana Department of Transportation  
Attention: Collections  
2701 Prospect Avenue  
P.O. Box 201001  
Helena, MT 59620-1001

6. MDT will not submit programming requests to FHWA for individual project phases until the required local funds have been transferred to MDT. The Project will not advance past the Preliminary Engineering (PE) phase until a funding package (CN &

CE) for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.

7. If payment is not made by the City within the thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full.
8. MDT will not participate in any future funding Agreement with the City until full payment, including any interest, is received from the City.
9. City agrees that, if the City terminates project development at any time, it will reimburse MDT for all costs incurred by MDT up to the date of the stoppage, including any required payback of Federal funds already expended on the Project.
10. If, after initial payment is made for the Project's construction (CE phase), the bid opening or award by the City is delayed or postponed by thirty (30) days or more or canceled for any reason, the State agrees to refund the City's initial payment within thirty (30) days, upon the City's written request.
11. The current Project cost estimate, including IDC, materials test rate, and inflation, is shown in Table 1. This estimate will be updated, until Project closeout, at Project milestones and/or as more refined estimates become available. Any such revisions will be incorporated into this Agreement via Amendment, in accordance with the General Terms and Conditions.
12. The City's Project Manager will inform the MDT point of contact as soon as possible of anything that it appears will result in a cost increase and will discuss with the City the need for any possible additional funds, alternative designs, and/or reduction of the Project's scope and will consider the State's comments and concerns about the additional costs and/or alteration in scope or design. None of this will prevent, delay, or excuse the City from paying for any additional costs deemed necessary by State.
13. The City agrees to award the Project using Federal and City matching funds, provided that the lowest responsive bid does not exceed the allowable overrun percentage shown in Table 2.
14. If the lowest responsive bid exceeds the allowable overrun percentage, as listed in Table 2, the City will contact the State to determine a funding solution agreeable to both Parties.
15. The Parties understand that it is possible that the estimated cost of the Project's construction may be exceeded once the Project has begun.

**Table 1 - Project Cost Estimate (Including IDC and Inflation)**

| <b>Project Phase</b>                 | <b>Total Cost of Phase</b> | <b>Federal Funds (TA)<br/>86.58%</b> | <b>State Matching Funds</b> | <b>City Matching Funds<br/>13.42%</b> | <b>City Additional Funds</b> |
|--------------------------------------|----------------------------|--------------------------------------|-----------------------------|---------------------------------------|------------------------------|
| Preliminary Engineering (PE) (City)  | \$779,000                  | \$674,458                            | \$0                         | \$104,542                             | \$0                          |
| Preliminary Engineering (PE) (MDT)   | \$41,000                   | \$35,498                             | \$0                         | \$5,502                               | \$0                          |
| Construction (CN) (City)             | \$4,100,000                | \$3,549,780                          | \$0                         | \$550,220                             | \$0                          |
| Construction Engineering (CE) (City) | \$596,550                  | \$516,493                            | \$0                         | \$80,057                              | \$0                          |
| Construction Engineering (CE) (MDT)  | \$18,450                   | \$15,974                             | \$0                         | \$2,476                               | \$0                          |
| <b>Subtotal</b>                      | <b>\$5,535,000</b>         | <b>\$4,792,203</b>                   | <b>\$0</b>                  | <b>\$742,797</b>                      | <b>\$0</b>                   |
| <b>IDC</b>                           | <b>\$8,062</b>             | <b>\$6,980</b>                       | <b>\$0</b>                  | <b>\$1,082</b>                        | <b>\$0</b>                   |
| <b>Grand Total</b>                   | <b>\$5,543,062</b>         | <b>\$4,799,183</b>                   | <b>\$0</b>                  | <b>\$743,879</b>                      | <b>\$0</b>                   |

The above costs are estimates and include inflation, current IDC, and materials test rate, which is included in the CN phase. The rows above are labeled with "MDT" and "City." The MDT rows are costs originating from MDT to provide oversight. The City rows are costs originating from the City for project development, construction, and construction engineering. Both MDT and City rows are billing to Federal Funds (TA) and City Matching Funds. The Indirect Cost Rate (IDC) only the applies to the "MDT" rows.

**Table 2 - MDT Guidelines for Awarding Construction Agreements**  
(Used to determine allowable overrun cost participation based on construction bid award amount)

| <b>LOWEST RESPONSIVE BID</b> | <b>ALLOWABLE OVERRUN %</b> |
|------------------------------|----------------------------|
| UNDER \$50,000               | 30%                        |
| \$50,000 - \$200,000         | 25%                        |
| \$200,000 - \$500,000        | 20%                        |
| \$500,000 - \$2,000,000      | 15%                        |
| OVER \$2,000,000             | 10%                        |

## **ARTICLE VII. GENERAL OBLIGATIONS OF THE PARTIES**

1. The CITY shall meet the requirements for Federal-Aid funding set forth in this Agreement. The CITY and MDT agree that the PROJECT is a pilot project for a revised Local Agency Guidelines (LAG) process and will utilize the guidance set forth in the existing MDT LAG Manual (September 2013) where applicable and practical. The CITY and MDT agree to work in partnership to resolve any requirements of the LAG Manual that are not practical or feasible in the delivery and administration of this PROJECT.
  
2. The PARTIES shall manage the delivery of the project phases and project areas of responsibility as identified below.
  - a. Project Phases:
    - i. [PL] Program Development (Planning) - **MDT**
    - ii. [PE] Project Development (NEPA/MEPA, Design, Permitting) - **CITY**
    - iii. [RW] Right of Way Acquisition - **CITY**
    - iv. [IC] Utilities - **CITY**
    - v. [CN/CE] Advertising Bid & Award - **CITY**
    - vi. [CN & CE] Construction Contract Admin and Closeout - **CITY**
  
  - b. CITY Project Area Responsibilities :
    - i. Consultant selection and contract administration;
    - ii. Design;
    - iii. Environmental document preparation;
    - iv. Advertisement, bid, and award;
    - v. Civil Rights project management oversight, which includes compliance with the Americans with Disabilities Act (ADA), Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO), On the Job Training (OJT), and Title VI Programs;
    - vi. Construction contract administration.
  
  - c. MDT Project Area Responsibilities:
    - i. Civil Rights reporting for ADA, DBE, EEO, OJT, and Title VI Programs;
    - ii. Approval of Environmental documents and/or submittal of certification to FHWA that the action qualifies for a Categorical Exclusion (CE) for projects as allowed in section IV.A. of the Programmatic Agreement Regarding the Processing of Action

Classified as Categorical Exclusions for Federal-Aid Highway Projects and Amendment 1.

- iii. Final Environmental certifications;
- iv. Final certification of Right of Way (RW) transactions;
- v. Final certification of Utilities;
- vi. Requests for authorization of FHWA funds;
- vii. Public interest findings determinations;
- viii. Project final acceptance.

d. FHWA Project Area Responsibilities:

- i. Approval of National Environmental Policy Act (NEPA/MEPA) environmental documents as described in Section IV.B of the Programmatic Agreement Regarding the Processing of Action Classified as Categorical Exclusions for Federal-Aid Highway Projects and Amendment 1. and coordination of Endangered Species Act (ESA) consultation with USFWS.
- ii. Approval of MDT's ADA, DBE, EEO, OJT, and Title VI programs
- iii. Authorization of FHWA funds
- iv. "Buy America" waiver requests
- v. Experimental features and special experimental projects
- vi. Periodic audits of program and specific projects

3. The PARTIES agree to the following project personnel and communication structure:

- a. Project Manager – will be appointed and retained by the CITY and is the person with responsible charge as defined in 23 CFR 172.9. The CITY may appoint and retain different Project Managers for various project phases and will inform MDT of any change in Project Management.
- b. Local Agency Liaison – will be appointed and retained by MDT to provide assistance as requested by the CITY. This liaison may be different MDT personnel during the design and construction phases.
- c. MDT Program Manager – will work directly with the Project Manager and Local Agency Liaison as needed.
- d. CITY Engineer – will provide principal oversight dedicating reasonable support and resources necessary for successful delivery of the project.

4. CITY LAG OBLIGATIONS

- a. The CITY shall meet the requirements set forth in the MDT LAG Manual (September 2013) where applicable and practical. The CITY and MDT

agree to work in partnership to resolve any requirements of the LAG Manual that are not practical or feasible in the delivery and administration of this PROJECT.

- b. The CITY shall track internal costs and project expenses in an accounting system that can allocate costs by project and can code between allowable and unallowable costs.
- c. The CITY shall provide initial project budget estimates to MDT broken out by phase and by work planned to be performed with internal CITY staff and work planned to be performed by consultants and/or contractors.
- d. The CITY shall present reimbursement requests for the Eligible Costs incurred by City on behalf of the Project directly to MDT's Local Agency Liaison for review and approval. Such invoices shall identify the Project, UPN Number, Agreement number, Project phase, amount charged to each phase (e.g., PE, RW, CN), reimbursement request number, and itemize all expenses for which reimbursement is claimed. The CITY shall submit invoices to MDT no less than monthly but not greater than quarterly, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. The CITY shall also include with the invoice a Project progress report or summary that describes work accomplished for the invoicing period, and work expected for the next invoicing period.
  - i. Eligible Costs are the CITY'S actual PROJECT costs that are:
    - 1. Reasonable, necessary and directly incurred in the development of the PROJECT;
    - 2. Documented in accordance with generally accepted accounting principles established by the Governmental Accounting Standards Board; and
    - 3. Eligible or allowed uses of Federal and state of Montana Funds.
  - ii. Eligible Costs may include Indirect Costs (IDC) rates that have been approved by MDT. When an approved IDC does not exist, the CITY may request an IDC rate of 10% de minimus, in accordance with 2 CFR 200.
  - iii. MDT, in its sole discretion, determines whether a particular cost satisfies the criteria set forth in this Paragraph and is an Eligible Cost.
  - iii. The CITY may appeal any determination of an Ineligible Cost for further review, upon which, MDT will provide a detailed explanation of the determination, including any statute or program guidelines used to make such determination.

- e. The CITY shall have a written policy for the selection of engineering consultants that meet the requirements of 23 CFR 172. The City may choose to adopt MDT's consultant selection policy, modified (in writing) to be applicable to CITY personnel.
- f. The CITY shall meet the requirements of 23 CFR Part 636 and Title 18, MCA, regarding design-build contracts. The CITY shall have a written procedure for design-build contracts, if applicable to this project, or may choose to adopt MDT's design-build guidelines.
- g. The CITY shall develop a project delivery schedule, and status it no less than on a quarterly basis. The schedule will include milestones of major project phases (PE, RW, I/C, CN, and CE).
- h. The CITY shall provide notice to MDT when subsequent project phases (RW, IC, CN, CE) are ready to be programmed.
- i. The CITY shall not place or plan to place permanent project features outside documented public R/W. If additional RW (fee acquisition, easement, or temporary permits) are required to be completed, a RW phase will be initiated.
- j. The CITY shall be financially responsible for any federal payback deemed to be the result of the CITY's negligence in adhering to requirements set forth in this amended Agreement.
- k. The CITY shall not begin RW, IC, CE, or CN until the Project NEPA/MEPA document has been signed and approved. The CITY is encouraged not to begin final design activities until NEPA/MEPA document signature.
- l. If performing these phases, the CITY shall be responsible for the necessary effort to complete environmental, RW, railroad, and utility certification prior to requesting programming for the construction (CN) phase. However, MDT shall be responsible for final approval of environmental, RW, railroad and utility certification.
- m. The CITY will utilize the Montana Public Works Standard Specifications, MDT Standard Specifications, or any combination thereof, for the administration of the Project including construction inspection and materials testing.
- n. The CITY shall include MDT in preliminary plan reviews and document comment resolutions. The peripheral of MDT's review shall include Americans with Disabilities Act (ADA) compliance, constructability, quantities, materials, and roadway geometrics.
- o. The CITY shall develop the project plans and specifications in accordance with all applicable federal/national regulations and guidelines, including but not limited to the ADA, Public Rights-of-Way

Accessibility Guidelines (PROWAG), Manual on Uniform Traffic Control Devices (MUTCD), “Buy America”/”Buy American”, etc.

- p. The CITY shall support MDT in delivering this project in accordance with all federal and state requirements encumbered upon agencies utilizing federal-aid funding.

5. MDT LAG OBLIGATIONS

- a. MDT shall submit project phase programming requests to Federal Highway Administration (FHWA).
- b. MDT shall provide timely cost reimbursements back to the CITY upon properly completed reimbursement requests.
- c. MDT shall verify the completeness of the NEPA/MEPA documentation and provide a recommendation to the CITY when to begin work on final design activities.
- d. MDT shall provide final certification of the environmental, RW, railroad, and utilities, based on information and recommendations provided from the CITY.
- e. MDT shall be financially responsible for any federal payback deemed to be the result of MDT’s negligence in adhering to requirements set forth in this agreement.
- f. MDT shall consolidate all project comments during plan reviews to avoid conflicting direction, as well as strive to have comments provided no later than 14-days from the release of an agreed upon plan package release date.
- g. MDT shall support the CITY in its efforts to successfully complete this project by being responsive and providing guidance as requested.
- h. Upon request, MDT shall promptly provide personnel for a final project walk through and completion certification.

**ARTICLE VIII. GENERAL TERMS AND CONDITIONS**

- 1. Term – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
- 2. Termination – This Agreement may be terminated by MDT if the City violates or breaches any term, condition, or article of this Agreement and the City has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the City’s representative, of such violation or breach of any term,

condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without City or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the City.

3. Other Agreements – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, including the Citywide MOA , the terms of this Agreement apply.

4. Hold Harmless & Indemnification

a. The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments ( including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments ( including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.

5. Insurance

a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public

entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.

- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The City must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

#### 6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the City will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

#### 7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 13.56% for fiscal year 2024 (July 1, 2023 to June 30, 2024). If the work occurs or extends into fiscal year 2025 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:  
City of Billings – Public Works Department  
Attn: Financial Services Manager  
2251 Belknap Avenue  
Billings, MT 59101
- ii. Payments shall be made to:  
Montana Department of Transportation

Attention: Collections  
2701 Prospect Avenue  
PO Box 201001  
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
11. Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
12. ADA - MDT requires that any construction or maintenance resulting from this Agreement/Lease must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT’s Detailed Drawings, 608 series.
13. Audit – The City grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the City maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any

Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.

16. Access and Retention of Records – The City agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The City agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.

17. Representatives

a. City's Representative: The City's Representative for this Agreement shall be the City Manager or designee or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, MDT may direct its communication or submission to other designated City personnel or agents.

b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.

18. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the City's authorized representative on behalf of the City, has signed and affixed hereto the seal of the City.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
Montana Department of Transportation

\_\_\_\_\_  
Approved for Legal Content

\_\_\_\_\_  
Approved for Civil Rights

**CITY OF BILLINGS**

\_\_\_\_\_  
Name  
Title

Attest:

\_\_\_\_\_  
Name  
Title

**ATTACHMENT A: MDT  
NONDISCRIMINATION AND  
DISABILITY ACCOMMODATION  
NOTICE**

## MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

### Federal protected classes

Race, color, national origin,  
sex, sexual orientation, gender identity,  
age, disability, income-level & Limited  
English Proficiency

### State protected classes

Race, color, national origin, parental/marital status,  
pregnancy, childbirth, or medical conditions related to  
pregnancy or childbirth, religion/creed, social origin or  
condition, genetic information, sex, sexual orientation,  
gender identification or expression, ancestry, age,  
disability mental or physical, political or religious  
affiliations or ideas, military service or veteran status,  
vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
  - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
  - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement, the PARTY assures MDT that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

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

**(6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

**(7) Pertinent Non-Discrimination Authorities:** During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

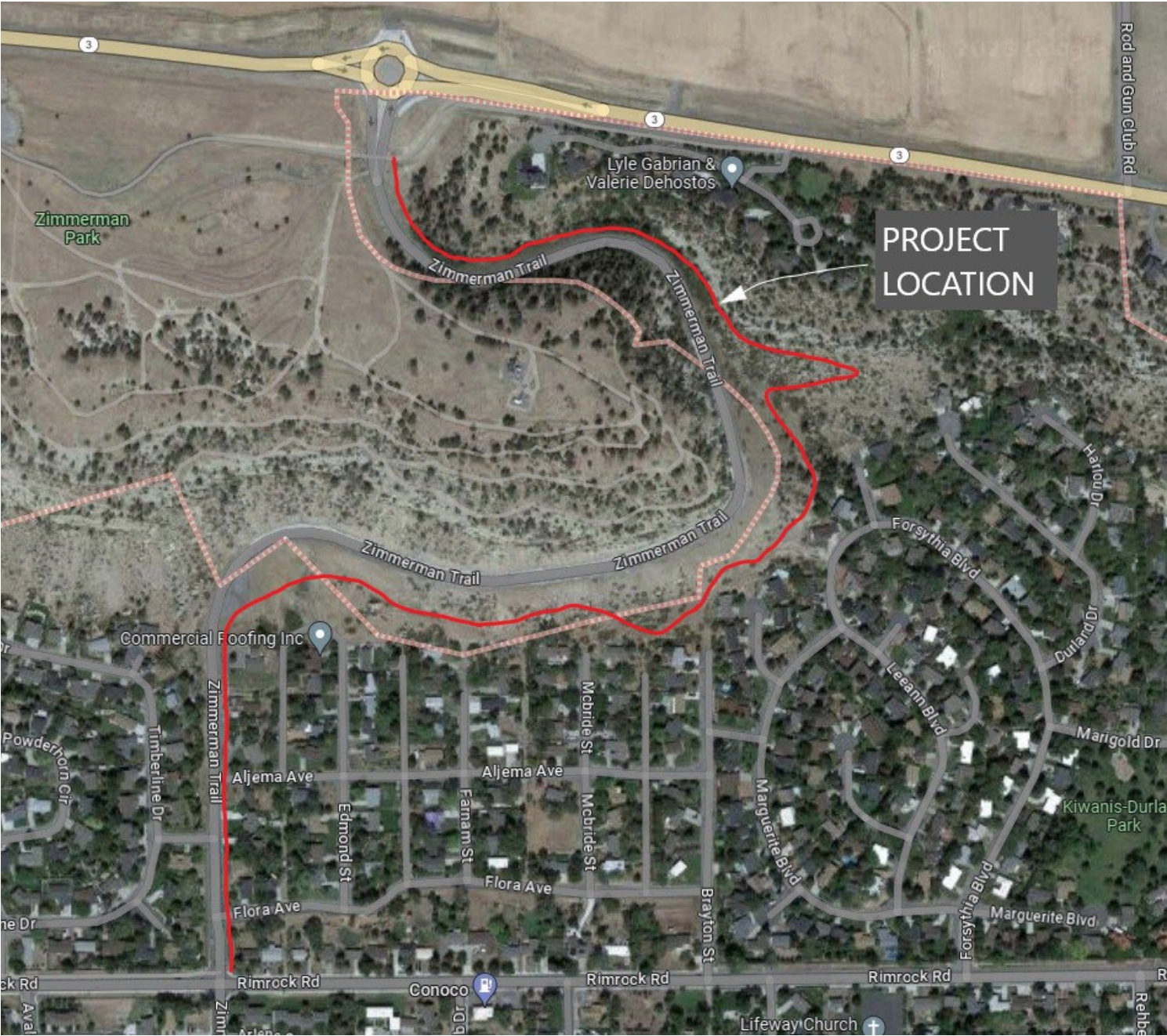
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**(8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

# ATTACHMENT B: PROJECT MAP



**City Council Regular**

**Date:** 02/26/2024  
**Title:** West End Hangar Ground Leases with Beacon Air Group, LLC  
**Presented by:** Jeff Roach  
**Department:** Airport  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council approve the three West End Hangar Ground Leases with Beacon Air Group, LLC for 20-year terms commencing March 1, 2024 and ending February 29, 2044.

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

Beacon Air Group, LLC (Beacon) desires to construct three new small 60 ft. x 60 ft. hangars on the westend of the Airport to meet the demand for ready built, small hangars at the Airport. The parcels are located on the north side of Taxilane D and will finish this row of hangar development. In 2022, Beacon previously leased three parcels in the new Westend Large Hangar area to construct three new large 100 ft. x 120 ft. hangars to meet the large hangar demand at the Airport. Beacon's affiliate, Beacon Air Group Billings (BAG Billings) also leased ground space and constructed new facilities for their new, recently opened Fixed Base Operator business at the Airport. Staff worked with Beacon on these new twenty-year West End Hangar Ground Leases that will commence March 1, 2024 and terminate on February 29, 2044.

**ALTERNATIVES**

City Council may:

- Approve the West End Hangar Ground Leases with Beacon Air Group, LLC for a 20-year term; or,
- Not Approve the West End Hangar Ground Leases with Beacon Air Group, LLC.

**FISCAL EFFECTS**

The initial annual rental for these leases will be \$2,266.20 for each lease. Lease rentals in subsequent years will be adjusted on an annual basis using the average of the monthly percentage increases for the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.

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**Attachments**

LOT 3- West End Hanger Ground Lease  
LOT 4 -West End Hanger Ground Lease  
LOT 5 -West End Hanger Ground Lease



1 ARTICLE I

2 PREMISES AND PRIVILEGES

3 A. Description of the Premises: Lessor hereby leases to Lessee and Lessee hereby  
4 leases from Lessor that certain parcel of real property, together with improvements (hereinafter called  
5 the premises) for its exclusive use, specifically described as follows:

6 Main Parcel – 2907 Overlook Drive – T/L D, Lot 3

7 Commencing at the Southwest Corner of Section 25, T. 1 N., R. 25 E. P.M.M.,  
8 Yellowstone County, Montana; thence N 56°24'45" E a distance of 4058.38  
9 feet to the Point of Beginning; thence N 20°59'27" E a distance of 85.00 feet;  
10 thence S 69°00'33" E a distance of 95.22 feet; thence S 20°59'27" W a distance  
of 85.00 feet; thence N 69°00'33" W a distance of 95.22 feet to the Point of  
Beginning.

11 Said parcel containing 8,093.70 square feet.

12 Premises is further depicted on attached "Exhibit A," and by said reference  
13 made a part hereof.

14 B. Construction of Improvements. Lessee may construct a 60' x 60' hangar  
15 building on the aforementioned parcel of land pursuant to the submitted and approved plans, and by  
16 reference specifically made a part of this Lease as "Exhibit B." Necessary ramps, parking, and hangar  
17 entrance taxiways will be constructed by Lessee. The construction of the facilities shown on the  
18 "Exhibit B" building plans will be completed within twelve (12) months of the signing of this Lease.  
19 Failure to complete the structure during said period shall constitute a default. If this default occurs, the  
20 Lease is canceled immediately and control of the property reverts to the Lessor.

21 C. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the  
22 following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and  
23 covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances,  
24

1 rules and regulations as now or may hereafter have application at the Airport.

2 1) The general unrestricted use of all public Airport facilities and  
3 improvements which are now or may hereafter be connected with or appurtenant to  
4 said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for  
5 non-commercial aviation activity as herein defined. For the purpose of this Lease,  
6 public airport facilities shall include all necessary landing area appurtenances  
7 including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and  
8 automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities,  
9 Terminal facilities, or other public facilities appurtenant to said Airport..

10 2) The right of ingress to and egress from the premises over and across  
11 public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons  
12 and invitees, suppliers of service and furnishers of material.

13 D. Specific Privileges, Uses, and Rights. In addition to the general privileges,  
14 uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to  
15 Lessee and its sublessees the right to engage in non-commercial aviation activity on the premises as  
16 defined in subparagraphs 1 through 4 below, subject to the conditions and covenants hereafter set out:

17 1) The maintenance, storing and servicing of aircraft, which shall include  
18 minor repairs, inspection, and licensing of same, and the purchase of parts, equipment,  
19 and accessories therefore.

20 2) The right to use vehicles necessary for the servicing of aircraft.

21 3) The storage of non-commercial aircraft not owned by the Lessee.

22 4) The aforementioned rights shall apply to the persons, firms, or  
23 corporations having actual possession, occupancy, and use of the leasehold structures  
24

1 described herein, and the agents, employees, and invitees of such persons, firms, or  
2 corporations.

3 E. Concessions, Services, Activities, and Uses Excluded. The following  
4 concessions, services, activities, uses, and the establishment thereof shall be specifically excluded  
5 from this Lease:

- 6 1) Ground and air transportation for hire.
- 7 2) Vehicle or equipment rental services.
- 8 3) Food sales (except the sale of tobacco, confections, and refreshments  
9 through coin-operated vending machines).
- 10 4) News and sundry sales.
- 11 5) Barber, valet, and personal services.
- 12 6) Fuel sales (aircraft or vehicle).
- 13 7) On-site fuel storage and fuel storage facilities, including fueling vehicle  
14 parking.
- 15 8) The buying and selling of aircraft, parts, and accessories therefore, and  
16 aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except  
17 for use in Lessee's own aircraft or operations.
- 18 9) Flight schools and flight instruction, except that Lessee or Lessee's  
19 Chief Pilot shall have the right to give private instructions to Lessee's employees.
- 20 10) Aircraft repair and servicing except on Lessee's or sublessee's own  
21 aircraft.
- 22 11) Storage of personal vehicles, campers, boats, trailers, motor homes,  
23 other recreational vehicles, or parts and accessories for such.
- 24

1                   12)    The maintenance, repairing, or restoring of motorized vehicles.

2                   13)    Storage of any household items.

3                   14)    Use of the premises in a residential capacity of any nature, whether  
4 temporary or otherwise.

5                   15)    Improper storage of any chemicals, solutions, solvents, or any  
6 potentially hazardous, explosive, or flammable materials or substances. Improper  
7 storage includes storage in violation of any applicable Federal, State, or Local  
8 environmental law, regulation or rule presently in effect or promulgated in the future,  
9 as such laws, regulations or rules may be amended from time to time.

10                  16)    Off-premise parking.

11                  17)    Storage of any items outside of the hangar structure.

12                  18)    Any non-aviation or non-aeronautical activity.

13                  F.    Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement  
14 for access purposes over/on the above described leasehold, together with other necessary rights-of-way  
15 over said leasehold for access purposes. Said reserved right-of-way may be used by Lessor and all of  
16 Lessor's representatives, agents, employees, tenants, employees of said tenants, and persons or entities  
17 serving said tenants.

18                  G.    Access/Inspection by Lessor. Lessee shall allow the Lessor's authorized  
19 representatives access to the Premises at all reasonable hours, for the purpose of examining and  
20 inspecting the same to determine Lessee's compliance with its obligations under this Lease and for  
21 purposes necessary, incidental to or connected with the performance of the Lessor's obligations  
22 hereunder, or in the exercise of the Lessor's governmental functions. In the event of any emergency,  
23 the Lessor or its representatives shall have the right to take such action at the Premises as they deem  
24

1 necessary for the protection of persons or property.

2 ARTICLE II

3 TERM OF LEASE

4 A. Term. The term of this Lease shall be for a period of twenty (20) years,  
5 commencing on the 1st day of March 2024, and terminating on the 29th day of February 2044.

6 B. First Right of Refusal. At the end of the term hereof the Lessee shall have the  
7 first right to accept a new lease of the premises at the same rates and charges that the premises may be  
8 offered to any other person or entity. Provided that the Lessor shall have the sole discretion as to the  
9 use of said premises and whether or not it will be relet at end of said term. Provided further, that sixty  
10 (60) calendar days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to  
11 exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee notice  
12 in writing of its decision and the proposed terms. Lessee shall have thirty (30) calendar days in which  
13 to give Lessor notice in writing of acceptance.

14 C. National Emergency. In the event the rights and privileges hereunder are  
15 suspended by reason of war or other national emergency, the term of this Lease shall be extended by  
16 the amount of the period of such suspension.

17 ARTICLE III

18 RENTAL AND FEES

19 A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall  
20 pay to Lessor \$0.28 per square foot per annum for all ground included in this Lease for an initial  
21 annual rental of \$2,266.20. Said rental shall commence upon Lessor's approval of this Lease and shall  
22 be payable either annually in full or monthly in advance, without billing, on the first day of each  
23 month in an amount equal to one-twelfth of the annual rental, or initially \$188.85 per month.  
24

1 B. Interest Penalty. Without waiving any other right or action available to the  
2 Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or  
3 charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent  
4 (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in full.  
5 Said interest shall not apply with respect to items being contested in good faith by Lessee and which  
6 are resolved in Lessee's favor.

7 C. Annual Readjustment of Ground Rental. During the term of the Lease, the  
8 rental rate will be adjusted annually on the anniversary date of the Lease using the average of the  
9 monthly percentage increases of the previous calendar year, as determined by the Department of Labor  
10 Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.  
11 In no case shall the rates be less than the previous year. For the purposes of this Lease, the anniversary  
12 date shall be March 1 of each year during the term of the Lease. The Lessor shall send Lessee a notice  
13 of the annual rental rate adjustment prior to each anniversary date of the Lease denoting the adjusted  
14 rental rates.

15 D. Rental Adjustments to Market Value. Beginning on the fifth anniversary of the  
16 Lease, then on each successive five-year anniversary of the Lease, the Lessor may conduct an analysis  
17 of the then current lease rental rates for other on-Airport properties to determine the current market  
18 value of the property. Should the analysis identify that the then current Lease rental rate is below  
19 market value for other on-Airport properties, the Lessor will notify Lessee three (3) months in advance  
20 of an impending Lease rental rate increase.

21 ARTICLE IV

22 OBLIGATIONS OF LESSOR

23 A. Lessor Warranties. Lessor warrants all things have happened and have been  
24

1 done to make its granting of said Lease effective and that Lessee shall have peaceful possession and  
2 quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's  
3 covenants herein.

4 B. Operation as Public Airport. Lessor shall during the term hereof, operate and  
5 maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with  
6 and pursuant to the sponsor's assurances given by Lessor to the United States Government under the  
7 Federal Airport Act.

8 C. Condition and Maintenance of Premises. Lessor shall assume no responsibility  
9 for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain  
10 all existing roads on the Airport giving access to the leased premises and Lessor shall remove snow  
11 from the access roads as Lessor's resources permit.

12 ARTICLE V

13 OBLIGATIONS OF LESSEE

14 A. Condition of Premises. It shall be the sole responsibility of the Lessee to  
15 develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities  
16 placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or  
17 expense to the Lessor. Lessee accepts the premises in its present condition and will repair and  
18 maintain any installations thereon, except as provided in Article IV, Paragraphs B.-C., and will remove  
19 or cause to be removed any debris to the extent required for its continuing use thereof.

20 B. Improvements. Lessee shall have the right to and shall provide for the  
21 construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner,  
22 upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but  
23 shall obtain the written approval of Lessor prior to beginning any such construction, alteration, or  
24

1 expansion.

2 C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises,  
3 improvements, and appurtenances thereto in a presentable condition free of refuse and debris  
4 consistent with good business practice, and acceptable to the Lessor. Repairs identified and required  
5 by the Lessor, and sent to Lessee via a written notice, shall be completed within a reasonable time as  
6 agreed to by both parties. Lessee's maintenance responsibilities shall include snow removal on the  
7 premises, and maintenance of all ramps and access to the hangar.

8 D. Utilities. Lessee shall assume and pay for all costs or charges for utility services  
9 furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to  
10 connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own  
11 cost and expense; and Lessee shall pay for any/service charges incurred therefore. Lessee shall also  
12 provide an external meter reading device in an external location of the leasehold structure; said meter  
13 reading device type shall be specified by the Lessor. All utility services shall be installed  
14 underground. In the event Lessee wishes to wash aircraft inside the leasehold structure, Lessee shall  
15 provide and maintain a separate water collection system for the wash water and shall not discharge the  
16 wash water into any available storm and sanitary sewers.

17 E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and  
18 proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other  
19 refuse occurring as a result of Lessee's occupancy and use of the premises. Lessee shall provide and  
20 use Lessor-approved receptacles for all garbage, trash, and other refuse and shall place them on the  
21 premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels,  
22 pallets, crates, or other similar items in an unsightly or unsafe manner, or open storage of materials,  
23 personal property, salvage, unused or surplus equipment, junk, or refuse on or about the premises, is  
24

1 forbidden. All disposal and removal costs shall be paid by the Lessee.

2 F. Signs. Lessee shall not maintain any billboards or advertising signs on the  
3 premises; provided, however, that Lessee may maintain on the outside of its building its name(s) or  
4 signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

5 G. Federal, State, and Local Regulations. Lessee acknowledges that the right to  
6 use said Airport facilities in common with others authorized to do so shall be exercised subject to and  
7 in accordance with the laws, rules, regulations, and ordinances of the United States of America, the  
8 State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by  
9 authority or by law and shall be closely observed during the full term of this Lease. Lessee specifically  
10 agrees to comply with all the requirements of the Airport's Stormwater Pollution Prevention Plan  
11 (SWPPP).

12 H. Hazardous Substances. Lessee assumes full responsibility for the proper and  
13 legal use, handling, storage, and disposal of any hazardous substances used or consumed in Lessee's  
14 occupancy, use, or conduct of its business. "Hazardous substance" shall be interpreted broadly to  
15 mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or  
16 radioactive substance, or other similar term by any Federal, State, or Local environmental law,  
17 regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules  
18 may be amended from time to time; and it shall be interpreted to include, but not be limited to, any  
19 substance which after release into the environment will or may reasonably be anticipated to cause  
20 sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and  
21 from any damage, loss, expenses, or liability resulting from any breach of these representations and  
22 warranty including all attorneys' fees and costs incurred as a result thereof.

23 I. Taxiways/Taxilanes. Lessee shall ensure that Lessee's and/or sublessee's  
24

1 aircraft, vehicles, or other equipment do not block the public use taxiway/taxilane that passes the front  
2 of Lessee's premises. Ramp area included in the premises shall not be used for the tie down of aircraft  
3 for any extended period of time.

4 ARTICLE VI

5 INSURANCE AND INDEMNIFICATION

6 A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives,  
7 and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and  
8 agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all  
9 parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It  
10 is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any  
11 improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall  
12 indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents,  
13 representatives, and employees from any and all losses that may result to the Lessor and Lessor's  
14 officers, directors, agents, representatives, and employees because of any negligence, act, or omission  
15 on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor  
16 against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the  
17 premises.

18 Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal  
19 injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire,  
20 earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,  
21 aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or  
22 negligence of Lessor, its officers, directors, agents, representatives, or employees.

23 B. Insurance. Lessee shall provide and keep in force for the entire term of this  
24

1 Lease the insurance coverages identified below. Insurance coverage shall be maintained with  
2 insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to  
3 the Lessor. At the time of execution of this Lease, and annually thereafter, Lessee shall furnish a  
4 Certificate of Insurance along with all associated and required policy endorsements showing that  
5 required insurance is current and in force. Required evidence of insurance shall be submitted for any  
6 renewal or replacement of a policy that already exists, at least ten (10) days prior to expiration or  
7 termination of the existing policy. Lessee shall provide notice to Lessor of any changes to insurance  
8 or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or  
9 cancellation. The Certificate of Insurance must include the following reference: City of Billings  
10 Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the Lessor's  
11 opinion, the minimum limits of the insurance coverage herein required become inadequate during the  
12 term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts  
13 upon request of the Lessor.

14 1) Breach of Lease. The continuous maintenance by Lessee of all types of  
15 required insurance under this Lease is mandatory. Failure of the Lessee to maintain  
16 such insurance is a material breach of this Lease, and does not amend this Lease, nor  
17 release the Lessee from any other obligations in this Lease.

18 2) Commercial General Liability Insurance. Commercial General Liability  
19 Insurance on a standard occurrence form, providing coverage for personal injury,  
20 bodily injury, death, and property damage, in amounts not less than \$1,500,000 per  
21 occurrence; \$3,000,000 General Aggregate; the General Aggregate shall apply  
22 separately to each location. The required limits may be provided by a combination of  
23 Commercial General Liability Insurance and Excess or Commercial Umbrella Liability  
24

1 Insurance. The commercial general liability policy shall be endorsed to name the City  
2 of Billings, and City's officers, directors, agents, representatives, and employees as a  
3 **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy  
4 will be excess and noncontributory. The policy shall be endorsed to include a written  
5 waiver of insurer's right to subrogate against the City.

6 3) Automobile Liability. Automobile Liability insurance will be required for all  
7 owned and non-owned vehicles used/operated on the premises in an amount not less  
8 than \$1,000,000 combined single limit. If Lessee is providing the coverage amount  
9 with an automobile policy that provides full coverage for all of the Lessee's vehicle  
10 uses, the policy shall be endorsed to include a written waiver of insurer's right to  
11 subrogate against the City.

## 12 ARTICLE VII

### 13 TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

14 A. Termination. This Lease shall terminate at the end of the full term hereof  
15 without any notice by either party, except as indicated in Article II, Paragraph A. A holding over by  
16 the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without  
17 the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

18 Lessee shall have the right to remove all moveable furniture, fixtures,  
19 machinery and equipment and all other personal property owned or installed by Lessee on the  
20 premises. All expenses connected with such removal shall be borne by the Lessee. Said property shall  
21 be removed within thirty (30) calendar days after termination of Lease.

22 In addition, Lessee has the right to remove, at Lessee's expense, all buildings  
23 and other structures owned by Lessee located upon the premises within thirty (30) calendar days upon  
24

1 the termination of this Lease. Lessee shall remove from the premises all debris resulting from the  
2 removal of the building or structures, and Lessee shall generally leave the premises in a clean and  
3 orderly condition acceptable to Lessor.

4 This right to remove personal property, buildings and structures does not extend  
5 to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which  
6 improvements shall remain the property of the Lessor and shall not be removed.

7 In the event the Lessee elects not to remove the buildings and other structures,  
8 personal property, fixtures, machinery and equipment, and other improvements upon termination of  
9 the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and  
10 equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to  
11 remove the buildings and structures, personal property, fixtures, machinery and equipment, and other  
12 improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related  
13 actions shall be at Lessee's expense.

14 B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee  
15 after the happening of one or more of the following events:

- 16 1) The permanent abandonment of the Airport as an Air Terminal.
- 17 2) The lawful assumption of the United States Government or any other  
18 authorized agency thereof, of the operation, control or use of the Airport, or any  
19 substantial part or parts thereof, in such a manner that substantially restricts Lessee for  
20 a period of at least ninety (90) calendar days from operating in a normal manner.
- 21 3) Issuance by any court of competent jurisdiction of an injunction in any  
22 way preventing or restraining the use of the Airport, and the remaining in force of such  
23 injunction for a period of at least ninety (90) calendar days.
- 24

1                   4)     The default by Lessor in the performance of any covenant or agreement  
2                   herein required to be performed by Lessor and the failure of Lessor to remedy such  
3                   default for a period of ninety (90) calendar days after receipt from Lessee or written  
4                   notice to remedy same.

5                   Lessee may exercise such right of termination by written notice to Lessor at any  
6                   time after the lapse of the above applicable periods of time and this Lease shall terminate as of that  
7                   date. Rental due hereunder shall be payable only to the date of the happening of the event which  
8                   results in said termination. Upon termination under the provisions of this Paragraph, Lessee shall have  
9                   the same rights as described in Article VII, Paragraph A. herein.

10                   C.     Cancellation by Lessor.

11                   1)     This Lease shall be subject to cancellation by Lessor in the event Lessee  
12                   shall:

13                             a)     Be in arrears in the payment of the whole or any part of the  
14                             amounts agreed upon hereunder for a period of fifteen (15) calendar days after  
15                             payment is due.

16                             b)     File a voluntary petition of bankruptcy.

17                             c)     Make a general assignment for the benefit of creditors.

18                             d)     Default in the performance of any of the covenants and  
19                             conditions required herein (except rental payments) to be kept and performed  
20                             by Lessee, and such default continues for a period of thirty (30) calendar days  
21                             after written notice from Lessor of said default.

22                   2)     In the event of termination because of the happening of any of the  
23                   previously mentioned events, Lessor may take immediate possession of the premises  
24

1 and remove Lessee's effects, without being deemed guilty of trespassing. Upon said  
2 entry, this Lease shall terminate.

3 3) It is agreed that failure of Lessor to declare this Lease terminated or to  
4 reenter and take possession upon the default of Lessee for any of the reasons set out  
5 shall not operate to bar or destroy the right of Lessor to declare this Lease null and void  
6 by reason of any subsequent violation of the terms of this Lease.

7 D. Suspension of Lease. During the time of war or declared national emergency,  
8 Lessor shall have the right to lease the landing area or any part thereof to the United States  
9 Government for military use. If any such lease is executed, any provisions of this instrument, which  
10 are inconsistent with the provisions of the lease to the Government shall be suspended, provided that  
11 the term of the Lease shall be automatically extended by the amount of the period of suspension.

12 E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to  
13 sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same  
14 purpose established in Article I, Paragraph D., provided that written approval of the Lessor is obtained  
15 prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor reserves the  
16 right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or  
17 transfer shall be subject to the same conditions, obligations and terms as set forth herein and as may be  
18 subsequently amended, and Lessee shall be responsible for the observance by its tenants and  
19 sublessees for the terms and covenants of this Lease and any subsequent lease amendments. Lessee  
20 shall provide Lessor with a copy of any sublease or rental agreement it has on the Lessee's leasehold.

21 ARTICLE VIII

22 NONDISCRIMINATION

23 A. General. In the use and occupation of the Airport, Lessee shall not discriminate  
24

1 against any person or class of persons by reason of race, color, religion, sex, national origin or  
2 ancestry, age, or disability. Additionally, for the services provided during the use and occupation of  
3 the Airport, Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to  
4 all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service,  
5 provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates,  
6 or other similar types of price reductions to volume purchasers.

7           B.     Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall  
8 not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,  
9 discriminate or permit discrimination against any person or group of persons in any manner prohibited  
10 by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the  
11 Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as  
12 may be applicable.

13                     Without limiting the generality of the foregoing, Lessee agrees to not  
14 discriminate against any employee or applicant for employment because of race, color, religion, sex,  
15 national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that  
16 applicants are employed, and that employees are treated during employment, without regard to their  
17 race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but  
18 not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment  
19 advertising; layoff or termination; rates of pay or other forms of compensation; selection for training;  
20 and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to  
21 employees and applicants for employment, notices to be provided setting forth the provisions of this  
22 nondiscrimination clause.

23           C.     Lessee, for itself, its heirs, personal representatives, successors in interest, and  
24

1 assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant  
2 running with the land that, in the event improvements are constructed, maintained, or otherwise  
3 operated on the Airport for a purpose for which a United States Department of Transportation program  
4 or activity is extended or for another purpose involving the provision of similar services or benefits.  
5 Lessee shall maintain and operate such improvements and services in compliance with all other  
6 requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs  
7 of the Department of Transportation), as said regulations may be amended.

8 D. Lessee, for itself, its heirs, personal representatives, successors in interest, and  
9 assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant  
10 running with the land that:

11 1) No person on the grounds of race, color, religion, sex, national origin or  
12 ancestry, age, or disability shall be excluded from participation in, denied the benefits  
13 of, or otherwise be subjected to discrimination in the use of said improvements.

14 2) No person on the grounds of race, color, religion, sex, national origin or  
15 ancestry, age, or disability shall be excluded from participation in, denied the benefits  
16 of, or otherwise be subjected to discrimination in the construction of any  
17 improvements on, over, or under such land and the furnishing of services thereon.

18 3) Lessee shall use the facilities in compliance with all other requirements  
19 imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted  
20 Programs of the Department of Transportation), as said regulations may be amended.

21 Lessee assures that it will undertake an affirmative action program as required  
22 by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex,  
23 national origin or ancestry, age, or disability shall be excluded from participating in any employment  
24

1 activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any  
2 applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from  
3 participating in or receiving the services or benefits of any program or activity covered by this  
4 Article VIII.

5 E. During the performance of this Lease, the Lessee, for itself, its assignees, and  
6 successors in interest, agrees to comply with the following nondiscrimination statutes and authorities,  
7 including, but not limited to:

8 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78  
9 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

10 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of  
11 the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of  
12 1964);

13 3) The Uniform Relocation Assistance and Real Property Acquisition  
14 Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons  
15 displaced or whose property has been acquired because of Federal or Federal aid  
16 programs and projects);

17 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*),  
18 as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

19 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et*  
20 *seq.*) (prohibits discrimination on the basis of age);

21 6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471,  
22 § 47123) as amended (prohibits discrimination based on race, creed, color, national  
23 origin, or sex);  
24

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

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

12                  9)     The Federal Aviation Administration's Nondiscrimination statute  
13                  (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national  
14                  origin, and sex);

15                  10)    Executive Order 12898, Federal Actions to Address Environmental  
16                  Justice in Minority Populations and Low Income Populations, which addresses  
17                  discrimination against minority populations by discouraging programs, policies, and  
18                  activities with disproportionately high and adverse human health or environmental  
19                  effects on minority and low income populations;

20                  11)    Executive Order 13166, Improving Access to Services for Persons with  
21                  Limited English Proficiency (LEP), and resulting agency guidance, national origin  
22                  discrimination includes discrimination because of LEP. To ensure compliance with  
23                  Title VI, you must take reasonable steps to ensure that LEP persons have meaningful  
24

1 access to your programs (70 Federal Regulations at 74087 – 74100);

2 12) Title IX of the Education Amendments of 1972, as amended, which  
3 prohibits you from discriminating because of sex in education programs or activities  
4 (20 U.S.C. 1681 *et seq.*).

5 ARTICLE IX

6 GENERAL PROVISIONS

7 A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize  
8 the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in  
9 any manner arising under this Lease, the nonprevailing party in any action pursued in a court of  
10 competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses,  
11 and attorney's fees, including fees for in-house attorneys, expended or incurred in connection  
12 therewith.

13 B. Governing Law. This Lease and all disputes arising hereunder shall be  
14 construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder  
15 shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

16 C. Taxes. Lessee shall pay any taxes or assessments which may be lawfully levied  
17 against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of  
18 Lessee's occupancy or use, but Lessee as independent contractor reserves the right to contest the levy  
19 of any tax or assessment that it feels is unjust.

20 D. Subordination of Lease.

21 1) This Lease shall be subordinate to the provisions of any existing or  
22 future agreements between Lessor and the United States relative to the administration,  
23 operation or maintenance of the Airport, the execution of which has been or may be  
24

1 required as a condition precedent to the expenditure of Federal funds for the  
2 development of the Airport.

3 2) Notwithstanding any other prohibition or limitation of Lessee's right to  
4 sublease or assign its interest under this Lease, Lessor acknowledges and agrees that  
5 Lessee shall have the right to grant a security interest in its rights and interest under  
6 this Lease, only with Lessor's prior written consent. Any mortgagee or beneficiary  
7 shall have the right to cure any default on the part of Lessee in the payment of rent  
8 hereunder and, in the event of default, to assume the Lessee's position under this Lease.

9 Lessor in no event shall be liable for the payment of the sum secured by such  
10 mortgage or trust indenture, nor for any expenses in connection with the same.  
11 Furthermore, such mortgage or trust indenture shall expressly provide that the  
12 mortgagor or beneficiary will seek no monetary judgment against Lessor. The  
13 mortgage or trust indenture shall also contain provisions requiring the holder of the  
14 indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified  
15 mail (a) a copy of each notice of: indebtedness, any breach of covenant, default, or  
16 foreclosure given to the Lessee by the holder or the trustee under such mortgage or  
17 deed of trust, and (b) a copy of a release of any mortgage or deed of trust upon  
18 satisfaction of such.

19 E. Modification and Amendments. Changes or modifications to this Lease shall be  
20 done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

21 F. Paragraph Headings. The paragraph headings contained herein are for  
22 convenience in reference and are not intended to define or limit the scope of any provisions of this  
23 Lease or the particular paragraphs.  
24

1 G. Effect of Invalid Provision. If any term or provision of this Lease or the  
2 application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the  
3 remainder of this Lease, or the application of such terms or provisions to persons or circumstances  
4 other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and  
5 provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

6 H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by  
7 certified mail, postage prepaid, addressed to:

8 Director of Aviation and Transit  
9 Billings Logan International Airport  
10 1901 Terminal Circle, Room 216  
11 Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

12 Joel Simmons and Kevin Button  
13 Beacon Air Group, LLC  
14 P.O. Box 1381  
15 Dillon, MT 59725  
16 Telephone: (307) 272-3224  
17 Email: [joel@beaconairgroup.com](mailto:joel@beaconairgroup.com)  
18 Email: [kevin@beaconairgroup.com](mailto:kevin@beaconairgroup.com)

19 or to such other addresses as the parties may designate to each other in writing from time to time.

20 I. Successors and Assigns. All of the terms, covenants, and agreements herein  
21 contained, or subsequently amended from time to time, shall be binding upon and shall inure to the  
22 benefit of successors, assigns and sublessees of the respective parties hereto.

23 IN WITNESS WHEREOF, this document has been duly executed by or on behalf of  
24 the parties hereto as of the date indicated below.

1 DATE: \_\_\_\_\_

2 ATTEST:

CITY OF BILLINGS

3  
4 BY \_\_\_\_\_  
5 CITY CLERK

BY \_\_\_\_\_  
MAYOR

6 APPROVED AS TO FORM

BEACON AIR GROUP, LLC

7  
8 BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
JOEL SIMMONS

9  
10

BY \_\_\_\_\_  
KEVIN BUTTON

11  
12  
13  
14  
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23  
24

TAXIWAY "H"

TURNIP, INC.

T/L "B"

RICHLAND AVIATION

RICHLAND AVIATION, INC.

JJ VENTURES, LLC

EAA

LARRY MAYER

JAMES LEMON

T/L "C"

SCOTT & DANA WINCHELL

COAL BLACK

DESIGN NORTH SUPPLY LLC

HORESHOE CREEK AVIATION LLC

ARTHUR & BONITA DANIEL

JULIA HOLDINGS

MICHAEL CRYDER

BEACON AIR GROUP LLC

BEACON AIR GROUP LLC

BEACON AIR GROUP LLC

MORLEDGE-HAMPTON FAMILY, LLC

WESCO RESOURCES

T/L "D"

PROPOSED LEASE

WEST TAXILANE

EAST TAXILANE

SCALE 1"=100'

V:\2447\000-MASTER LEASE\West\_End\_Hangars\TLD-LOT3-BAG.dwg

T/L "D" LOT 3  
BEACON AIR GROUP, L.L.C.  
AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 1 of 3

Morrison  
Maierle

315 N. 25th Street, Suite 102  
Billings, MT 59101  
Phone: 406.656.6000  
Fax: 406.237.1201

ISSUE DATE: FEBRUARY 2024

T/L C

S 69°00'33" E  
95.22'

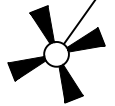
N 20°59'27" E  
85.00'

S 20°59'27" W  
85.00'

N 69°00'33" W  
95.22'

POINT OF BEGINNING  
T/L "D"

N 56°24'45" E  
4058.38'



SW CORNER  
SECTION 25



SCALE 1"=50'

V:\2447\000-MASTER\LEASE\West\_End\_Hangers\TLD-LOT3-BAG.dwg

T/L "D" LOT 3  
BEACON AIR GROUP, L.L.C.

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 2 of 3



315 N. 25th Street, Suite 102  
Billings, MT 59101  
Phone: 406.656.6000  
Fax: 406.237.1201

ISSUE DATE: FEBRUARY 2024

# DESCRIPTION

## Main Parcel

Commencing at the Southwest Corner of Section 25, T. 1 N., R. 25 E. P.M.M., Yellowstone County, Montana; thence N 56°24'45" E a distance of 4058.38 feet to the Point of Beginning; thence N 20°59'27" E a distance of 85.00 feet; thence S 69°00'33" E a distance of 95.22 feet; thence S 20°59'27" W a distance of 85.00 feet; thence N 69°00'33" W a distance of 95.22 feet to the Point of Beginning.

Said Parcel containing 8,093.70 Square Feet.

V:\2447\000-MASTER\LEASE\West\_End\_Hangars\TLD-LOT3-BAG.dwg

T/L "D" LOT 3  
BEACON AIR GROUP, L.L.C.  
AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 3 of 3

 Morrison  
Maierle

315 N. 25th Street, Suite 102  
Billings, MT 59101  
Phone: 406.656.6000  
Fax: 406.237.1201

ISSUE DATE: FEBRUARY 2024

1 WEST END HANGAR GROUND LEASE

2  
3 THIS LEASE, made and entered into on \_\_\_\_\_, by and between  
4 the following:

5 CITY OF BILLINGS, MONTANA, hereinafter designated  
6 "Lessor"

7 and

8 BEACON AIR GROUP, LLC, hereinafter designated  
9 "Lessee"

10 W I T N E S S E T H

11 RECITALS

12 1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT  
13 (hereinafter called the Airport) situated in the City of Billings, Montana, and

14 2) Lessor deems it advantageous to itself and the operation of the Airport to lease  
15 to the Lessee a certain parcel of land hereinafter described together with certain privileges, rights, uses,  
16 and interests, and

17 3) Lessee wishes to engage in certain non-commercial aviation activities, and  
18 proposes to lease on a net basis from Lessor said parcel of land, and to avail itself of the same  
19 privileges, rights, uses, and interests contemplated herein, and

20 4) Lessee has indicated a willingness and ability to properly keep, maintain, and  
21 improve said land in accordance with standards established by Lessor.

22 NOW THEREFORE, the parties hereto covenant and agree as follows:  
23  
24

1 ARTICLE I

2 PREMISES AND PRIVILEGES

3 A. Description of the Premises: Lessor hereby leases to Lessee and Lessee hereby  
4 leases from Lessor that certain parcel of real property, together with improvements (hereinafter called  
5 the premises) for its exclusive use, specifically described as follows:

6 Main Parcel – 2909 Overlook Drive – T/L D, Lot 4

7 Commencing at the Southwest Corner of Section 25, T. 1 N., R. 25 E. P.M.M.,  
8 Yellowstone County, Montana; thence N 55°18'09" E a distance of 4003.98  
9 feet to the Point of Beginning; thence N 20°59'27" E a distance of 85.00 feet;  
10 thence S 69°00'33" E a distance of 95.22 feet; thence S 20°59'27" W a distance  
11 of 85.00 feet; thence N 69°00'33" W a distance of 95.22 feet to the Point of  
12 Beginning.

13 Said parcel containing 8,093.70 square feet.

14 Premises is further depicted on attached "Exhibit A," and by said reference  
15 made a part hereof.

16 B. Construction of Improvements. Lessee may construct a 60' x 60' hangar  
17 building on the aforementioned parcel of land pursuant to the submitted and approved plans, and by  
18 reference specifically made a part of this Lease as "Exhibit B." Necessary ramps, parking, and hangar  
19 entrance taxiways will be constructed by Lessee. The construction of the facilities shown on the  
20 "Exhibit B" building plans will be completed within twelve (12) months of the signing of this Lease.  
21 Failure to complete the structure during said period shall constitute a default. If this default occurs, the  
22 Lease is canceled immediately and control of the property reverts to the Lessor.

23 C. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the  
24 following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and  
covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances,

1 rules and regulations as now or may hereafter have application at the Airport.

2 1) The general unrestricted use of all public Airport facilities and  
3 improvements which are now or may hereafter be connected with or appurtenant to  
4 said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for  
5 non-commercial aviation activity as herein defined. For the purpose of this Lease,  
6 public airport facilities shall include all necessary landing area appurtenances  
7 including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and  
8 automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities,  
9 Terminal facilities, or other public facilities appurtenant to said Airport..

10 2) The right of ingress to and egress from the premises over and across  
11 public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons  
12 and invitees, suppliers of service and furnishers of material.

13 D. Specific Privileges, Uses, and Rights. In addition to the general privileges,  
14 uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to  
15 Lessee and its sublessees the right to engage in non-commercial aviation activity on the premises as  
16 defined in subparagraphs 1 through 4 below, subject to the conditions and covenants hereafter set out:

17 1) The maintenance, storing and servicing of aircraft, which shall include  
18 minor repairs, inspection, and licensing of same, and the purchase of parts, equipment,  
19 and accessories therefore.

20 2) The right to use vehicles necessary for the servicing of aircraft.

21 3) The storage of non-commercial aircraft not owned by the Lessee.

22 4) The aforementioned rights shall apply to the persons, firms, or  
23 corporations having actual possession, occupancy, and use of the leasehold structures  
24

1 described herein, and the agents, employees, and invitees of such persons, firms, or  
2 corporations.

3 E. Concessions, Services, Activities, and Uses Excluded. The following  
4 concessions, services, activities, uses, and the establishment thereof shall be specifically excluded  
5 from this Lease:

- 6 1) Ground and air transportation for hire.
- 7 2) Vehicle or equipment rental services.
- 8 3) Food sales (except the sale of tobacco, confections, and refreshments  
9 through coin-operated vending machines).
- 10 4) News and sundry sales.
- 11 5) Barber, valet, and personal services.
- 12 6) Fuel sales (aircraft or vehicle).
- 13 7) On-site fuel storage and fuel storage facilities, including fueling vehicle  
14 parking.
- 15 8) The buying and selling of aircraft, parts, and accessories therefore, and  
16 aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except  
17 for use in Lessee's own aircraft or operations.
- 18 9) Flight schools and flight instruction, except that Lessee or Lessee's  
19 Chief Pilot shall have the right to give private instructions to Lessee's employees.
- 20 10) Aircraft repair and servicing except on Lessee's or sublessee's own  
21 aircraft.
- 22 11) Storage of personal vehicles, campers, boats, trailers, motor homes,  
23 other recreational vehicles, or parts and accessories for such.
- 24

1                   12)    The maintenance, repairing, or restoring of motorized vehicles.

2                   13)    Storage of any household items.

3                   14)    Use of the premises in a residential capacity of any nature, whether  
4 temporary or otherwise.

5                   15)    Improper storage of any chemicals, solutions, solvents, or any  
6 potentially hazardous, explosive, or flammable materials or substances. Improper  
7 storage includes storage in violation of any applicable Federal, State, or Local  
8 environmental law, regulation or rule presently in effect or promulgated in the future,  
9 as such laws, regulations or rules may be amended from time to time.

10                  16)    Off-premise parking.

11                  17)    Storage of any items outside of the hangar structure.

12                  18)    Any non-aviation or non-aeronautical activity.

13                  F.    Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement  
14 for access purposes over/on the above described leasehold, together with other necessary rights-of-way  
15 over said leasehold for access purposes. Said reserved right-of-way may be used by Lessor and all of  
16 Lessor's representatives, agents, employees, tenants, employees of said tenants, and persons or entities  
17 serving said tenants.

18                  G.    Access/Inspection by Lessor. Lessee shall allow the Lessor's authorized  
19 representatives access to the Premises at all reasonable hours, for the purpose of examining and  
20 inspecting the same to determine Lessee's compliance with its obligations under this Lease and for  
21 purposes necessary, incidental to or connected with the performance of the Lessor's obligations  
22 hereunder, or in the exercise of the Lessor's governmental functions. In the event of any emergency,  
23 the Lessor or its representatives shall have the right to take such action at the Premises as they deem  
24

1 necessary for the protection of persons or property.

2 ARTICLE II

3 TERM OF LEASE

4 A. Term. The term of this Lease shall be for a period of twenty (20) years,  
5 commencing on the 1st day of March 2024, and terminating on the 29th day of February 2044.

6 B. First Right of Refusal. At the end of the term hereof the Lessee shall have the  
7 first right to accept a new lease of the premises at the same rates and charges that the premises may be  
8 offered to any other person or entity. Provided that the Lessor shall have the sole discretion as to the  
9 use of said premises and whether or not it will be relet at end of said term. Provided further, that sixty  
10 (60) calendar days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to  
11 exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee notice  
12 in writing of its decision and the proposed terms. Lessee shall have thirty (30) calendar days in which  
13 to give Lessor notice in writing of acceptance.

14 C. National Emergency. In the event the rights and privileges hereunder are  
15 suspended by reason of war or other national emergency, the term of this Lease shall be extended by  
16 the amount of the period of such suspension.

17 ARTICLE III

18 RENTAL AND FEES

19 A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall  
20 pay to Lessor \$0.28 per square foot per annum for all ground included in this Lease for an initial  
21 annual rental of \$2,266.20. Said rental shall commence upon Lessor's approval of this Lease and shall  
22 be payable either annually in full or monthly in advance, without billing, on the first day of each  
23 month in an amount equal to one-twelfth of the annual rental, or initially \$188.85 per month.  
24



1 done to make its granting of said Lease effective and that Lessee shall have peaceful possession and  
2 quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's  
3 covenants herein.

4 B. Operation as Public Airport. Lessor shall during the term hereof, operate and  
5 maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with  
6 and pursuant to the sponsor's assurances given by Lessor to the United States Government under the  
7 Federal Airport Act.

8 C. Condition and Maintenance of Premises. Lessor shall assume no responsibility  
9 for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain  
10 all existing roads on the Airport giving access to the leased premises and Lessor shall remove snow  
11 from the access roads as Lessor's resources permit.

12 ARTICLE V

13 OBLIGATIONS OF LESSEE

14 A. Condition of Premises. It shall be the sole responsibility of the Lessee to  
15 develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities  
16 placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or  
17 expense to the Lessor. Lessee accepts the premises in its present condition and will repair and  
18 maintain any installations thereon, except as provided in Article IV, Paragraphs B.-C., and will remove  
19 or cause to be removed any debris to the extent required for its continuing use thereof.

20 B. Improvements. Lessee shall have the right to and shall provide for the  
21 construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner,  
22 upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but  
23 shall obtain the written approval of Lessor prior to beginning any such construction, alteration, or  
24

1 expansion.

2 C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises,  
3 improvements, and appurtenances thereto in a presentable condition free of refuse and debris  
4 consistent with good business practice, and acceptable to the Lessor. Repairs identified and required  
5 by the Lessor, and sent to Lessee via a written notice, shall be completed within a reasonable time as  
6 agreed to by both parties. Lessee's maintenance responsibilities shall include snow removal on the  
7 premises, and maintenance of all ramps and access to the hangar.

8 D. Utilities. Lessee shall assume and pay for all costs or charges for utility services  
9 furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to  
10 connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own  
11 cost and expense; and Lessee shall pay for any/service charges incurred therefore. Lessee shall also  
12 provide an external meter reading device in an external location of the leasehold structure; said meter  
13 reading device type shall be specified by the Lessor. All utility services shall be installed  
14 underground. In the event Lessee wishes to wash aircraft inside the leasehold structure, Lessee shall  
15 provide and maintain a separate water collection system for the wash water and shall not discharge the  
16 wash water into any available storm and sanitary sewers.

17 E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and  
18 proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other  
19 refuse occurring as a result of Lessee's occupancy and use of the premises. Lessee shall provide and  
20 use Lessor-approved receptacles for all garbage, trash, and other refuse and shall place them on the  
21 premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels,  
22 pallets, crates, or other similar items in an unsightly or unsafe manner, or open storage of materials,  
23 personal property, salvage, unused or surplus equipment, junk, or refuse on or about the premises, is  
24

1 forbidden. All disposal and removal costs shall be paid by the Lessee.

2 F. Signs. Lessee shall not maintain any billboards or advertising signs on the  
3 premises; provided, however, that Lessee may maintain on the outside of its building its name(s) or  
4 signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

5 G. Federal, State, and Local Regulations. Lessee acknowledges that the right to  
6 use said Airport facilities in common with others authorized to do so shall be exercised subject to and  
7 in accordance with the laws, rules, regulations, and ordinances of the United States of America, the  
8 State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by  
9 authority or by law and shall be closely observed during the full term of this Lease. Lessee specifically  
10 agrees to comply with all the requirements of the Airport's Stormwater Pollution Prevention Plan  
11 (SWPPP).

12 H. Hazardous Substances. Lessee assumes full responsibility for the proper and  
13 legal use, handling, storage, and disposal of any hazardous substances used or consumed in Lessee's  
14 occupancy, use, or conduct of its business. "Hazardous substance" shall be interpreted broadly to  
15 mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or  
16 radioactive substance, or other similar term by any Federal, State, or Local environmental law,  
17 regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules  
18 may be amended from time to time; and it shall be interpreted to include, but not be limited to, any  
19 substance which after release into the environment will or may reasonably be anticipated to cause  
20 sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and  
21 from any damage, loss, expenses, or liability resulting from any breach of these representations and  
22 warranty including all attorneys' fees and costs incurred as a result thereof.

23 I. Taxiways/Taxilanes. Lessee shall ensure that Lessee's and/or sublessee's  
24

1 aircraft, vehicles, or other equipment do not block the public use taxiway/taxilane that passes the front  
2 of Lessee's premises. Ramp area included in the premises shall not be used for the tie down of aircraft  
3 for any extended period of time.

4 ARTICLE VI

5 INSURANCE AND INDEMNIFICATION

6 A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives,  
7 and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and  
8 agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all  
9 parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It  
10 is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any  
11 improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall  
12 indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents,  
13 representatives, and employees from any and all losses that may result to the Lessor and Lessor's  
14 officers, directors, agents, representatives, and employees because of any negligence, act, or omission  
15 on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor  
16 against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the  
17 premises.

18 Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal  
19 injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire,  
20 earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,  
21 aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or  
22 negligence of Lessor, its officers, directors, agents, representatives, or employees.

23 B. Insurance. Lessee shall provide and keep in force for the entire term of this  
24

1 Lease the insurance coverages identified below. Insurance coverage shall be maintained with  
2 insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to  
3 the Lessor. At the time of execution of this Lease, and annually thereafter, Lessee shall furnish a  
4 Certificate of Insurance along with all associated and required policy endorsements showing that  
5 required insurance is current and in force. Required evidence of insurance shall be submitted for any  
6 renewal or replacement of a policy that already exists, at least ten (10) days prior to expiration or  
7 termination of the existing policy. Lessee shall provide notice to Lessor of any changes to insurance  
8 or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or  
9 cancellation. The Certificate of Insurance must include the following reference: City of Billings  
10 Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the Lessor's  
11 opinion, the minimum limits of the insurance coverage herein required become inadequate during the  
12 term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts  
13 upon request of the Lessor.

14 1) Breach of Lease. The continuous maintenance by Lessee of all types of  
15 required insurance under this Lease is mandatory. Failure of the Lessee to maintain  
16 such insurance is a material breach of this Lease, and does not amend this Lease, nor  
17 release the Lessee from any other obligations in this Lease.

18 2) Commercial General Liability Insurance. Commercial General Liability  
19 Insurance on a standard occurrence form, providing coverage for personal injury,  
20 bodily injury, death, and property damage, in amounts not less than \$1,500,000 per  
21 occurrence; \$3,000,000 General Aggregate; the General Aggregate shall apply  
22 separately to each location. The required limits may be provided by a combination of  
23 Commercial General Liability Insurance and Excess or Commercial Umbrella Liability  
24

1 Insurance. The commercial general liability policy shall be endorsed to name the City  
2 of Billings, and City's officers, directors, agents, representatives, and employees as a  
3 **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy  
4 will be excess and noncontributory. The policy shall be endorsed to include a written  
5 waiver of insurer's right to subrogate against the City.

6 3) Automobile Liability. Automobile Liability insurance will be required for all  
7 owned and non-owned vehicles used/operated on the premises in an amount not less  
8 than \$1,000,000 combined single limit. If Lessee is providing the coverage amount  
9 with an automobile policy that provides full coverage for all of the Lessee's vehicle  
10 uses, the policy shall be endorsed to include a written waiver of insurer's right to  
11 subrogate against the City.

## 12 ARTICLE VII

### 13 TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

14 A. Termination. This Lease shall terminate at the end of the full term hereof  
15 without any notice by either party, except as indicated in Article II, Paragraph A. A holding over by  
16 the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without  
17 the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

18 Lessee shall have the right to remove all moveable furniture, fixtures,  
19 machinery and equipment and all other personal property owned or installed by Lessee on the  
20 premises. All expenses connected with such removal shall be borne by the Lessee. Said property shall  
21 be removed within thirty (30) calendar days after termination of Lease.

22 In addition, Lessee has the right to remove, at Lessee's expense, all buildings  
23 and other structures owned by Lessee located upon the premises within thirty (30) calendar days upon  
24

1 the termination of this Lease. Lessee shall remove from the premises all debris resulting from the  
2 removal of the building or structures, and Lessee shall generally leave the premises in a clean and  
3 orderly condition acceptable to Lessor.

4 This right to remove personal property, buildings and structures does not extend  
5 to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which  
6 improvements shall remain the property of the Lessor and shall not be removed.

7 In the event the Lessee elects not to remove the buildings and other structures,  
8 personal property, fixtures, machinery and equipment, and other improvements upon termination of  
9 the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and  
10 equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to  
11 remove the buildings and structures, personal property, fixtures, machinery and equipment, and other  
12 improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related  
13 actions shall be at Lessee's expense.

14 B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee  
15 after the happening of one or more of the following events:

- 16 1) The permanent abandonment of the Airport as an Air Terminal.
- 17 2) The lawful assumption of the United States Government or any other  
18 authorized agency thereof, of the operation, control or use of the Airport, or any  
19 substantial part or parts thereof, in such a manner that substantially restricts Lessee for  
20 a period of at least ninety (90) calendar days from operating in a normal manner.
- 21 3) Issuance by any court of competent jurisdiction of an injunction in any  
22 way preventing or restraining the use of the Airport, and the remaining in force of such  
23 injunction for a period of at least ninety (90) calendar days.
- 24

1                   4)    The default by Lessor in the performance of any covenant or agreement  
2                   herein required to be performed by Lessor and the failure of Lessor to remedy such  
3                   default for a period of ninety (90) calendar days after receipt from Lessee or written  
4                   notice to remedy same.

5                   Lessee may exercise such right of termination by written notice to Lessor at any  
6                   time after the lapse of the above applicable periods of time and this Lease shall terminate as of that  
7                   date. Rental due hereunder shall be payable only to the date of the happening of the event which  
8                   results in said termination. Upon termination under the provisions of this Paragraph, Lessee shall have  
9                   the same rights as described in Article VII, Paragraph A. herein.

10                   C.    Cancellation by Lessor.

11                   1)    This Lease shall be subject to cancellation by Lessor in the event Lessee  
12                   shall:

13                            a)    Be in arrears in the payment of the whole or any part of the  
14                            amounts agreed upon hereunder for a period of fifteen (15) calendar days after  
15                            payment is due.

16                            b)    File a voluntary petition of bankruptcy.

17                            c)    Make a general assignment for the benefit of creditors.

18                            d)    Default in the performance of any of the covenants and  
19                            conditions required herein (except rental payments) to be kept and performed  
20                            by Lessee, and such default continues for a period of thirty (30) calendar days  
21                            after written notice from Lessor of said default.

22                   2)    In the event of termination because of the happening of any of the  
23                   previously mentioned events, Lessor may take immediate possession of the premises  
24

1 and remove Lessee's effects, without being deemed guilty of trespassing. Upon said  
2 entry, this Lease shall terminate.

3 3) It is agreed that failure of Lessor to declare this Lease terminated or to  
4 reenter and take possession upon the default of Lessee for any of the reasons set out  
5 shall not operate to bar or destroy the right of Lessor to declare this Lease null and void  
6 by reason of any subsequent violation of the terms of this Lease.

7 D. Suspension of Lease. During the time of war or declared national emergency,  
8 Lessor shall have the right to lease the landing area or any part thereof to the United States  
9 Government for military use. If any such lease is executed, any provisions of this instrument, which  
10 are inconsistent with the provisions of the lease to the Government shall be suspended, provided that  
11 the term of the Lease shall be automatically extended by the amount of the period of suspension.

12 E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to  
13 sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same  
14 purpose established in Article I, Paragraph D., provided that written approval of the Lessor is obtained  
15 prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor reserves the  
16 right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or  
17 transfer shall be subject to the same conditions, obligations and terms as set forth herein and as may be  
18 subsequently amended, and Lessee shall be responsible for the observance by its tenants and  
19 sublessees for the terms and covenants of this Lease and any subsequent lease amendments. Lessee  
20 shall provide Lessor with a copy of any sublease or rental agreement it has on the Lessee's leasehold.

21 ARTICLE VIII

22 NONDISCRIMINATION

23 A. General. In the use and occupation of the Airport, Lessee shall not discriminate  
24

1 against any person or class of persons by reason of race, color, religion, sex, national origin or  
2 ancestry, age, or disability. Additionally, for the services provided during the use and occupation of  
3 the Airport, Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to  
4 all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service,  
5 provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates,  
6 or other similar types of price reductions to volume purchasers.

7           B.     Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall  
8 not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,  
9 discriminate or permit discrimination against any person or group of persons in any manner prohibited  
10 by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the  
11 Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as  
12 may be applicable.

13                     Without limiting the generality of the foregoing, Lessee agrees to not  
14 discriminate against any employee or applicant for employment because of race, color, religion, sex,  
15 national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that  
16 applicants are employed, and that employees are treated during employment, without regard to their  
17 race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but  
18 not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment  
19 advertising; layoff or termination; rates of pay or other forms of compensation; selection for training;  
20 and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to  
21 employees and applicants for employment, notices to be provided setting forth the provisions of this  
22 nondiscrimination clause.

23           C.     Lessee, for itself, its heirs, personal representatives, successors in interest, and  
24

1 assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant  
2 running with the land that, in the event improvements are constructed, maintained, or otherwise  
3 operated on the Airport for a purpose for which a United States Department of Transportation program  
4 or activity is extended or for another purpose involving the provision of similar services or benefits.  
5 Lessee shall maintain and operate such improvements and services in compliance with all other  
6 requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs  
7 of the Department of Transportation), as said regulations may be amended.

8 D. Lessee, for itself, its heirs, personal representatives, successors in interest, and  
9 assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant  
10 running with the land that:

11 1) No person on the grounds of race, color, religion, sex, national origin or  
12 ancestry, age, or disability shall be excluded from participation in, denied the benefits  
13 of, or otherwise be subjected to discrimination in the use of said improvements.

14 2) No person on the grounds of race, color, religion, sex, national origin or  
15 ancestry, age, or disability shall be excluded from participation in, denied the benefits  
16 of, or otherwise be subjected to discrimination in the construction of any  
17 improvements on, over, or under such land and the furnishing of services thereon.

18 3) Lessee shall use the facilities in compliance with all other requirements  
19 imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted  
20 Programs of the Department of Transportation), as said regulations may be amended.

21 Lessee assures that it will undertake an affirmative action program as required  
22 by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex,  
23 national origin or ancestry, age, or disability shall be excluded from participating in any employment  
24

1 activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any  
2 applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from  
3 participating in or receiving the services or benefits of any program or activity covered by this  
4 Article VIII.

5 E. During the performance of this Lease, the Lessee, for itself, its assignees, and  
6 successors in interest, agrees to comply with the following nondiscrimination statutes and authorities,  
7 including, but not limited to:

8 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78  
9 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

10 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of  
11 the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of  
12 1964);

13 3) The Uniform Relocation Assistance and Real Property Acquisition  
14 Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons  
15 displaced or whose property has been acquired because of Federal or Federal aid  
16 programs and projects);

17 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*),  
18 as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

19 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et*  
20 *seq.*) (prohibits discrimination on the basis of age);

21 6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471,  
22 § 47123) as amended (prohibits discrimination based on race, creed, color, national  
23 origin, or sex);  
24

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

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

12                   9)     The Federal Aviation Administration's Nondiscrimination statute  
13 (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national  
14 origin, and sex);

15                   10)    Executive Order 12898, Federal Actions to Address Environmental  
16 Justice in Minority Populations and Low Income Populations, which addresses  
17 discrimination against minority populations by discouraging programs, policies, and  
18 activities with disproportionately high and adverse human health or environmental  
19 effects on minority and low income populations;

20                   11)    Executive Order 13166, Improving Access to Services for Persons with  
21 Limited English Proficiency (LEP), and resulting agency guidance, national origin  
22 discrimination includes discrimination because of LEP. To ensure compliance with  
23 Title VI, you must take reasonable steps to ensure that LEP persons have meaningful  
24

1 access to your programs (70 Federal Regulations at 74087 – 74100);

2 12) Title IX of the Education Amendments of 1972, as amended, which  
3 prohibits you from discriminating because of sex in education programs or activities  
4 (20 U.S.C. 1681 *et seq.*).

5 ARTICLE IX

6 GENERAL PROVISIONS

7 A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize  
8 the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in  
9 any manner arising under this Lease, the nonprevailing party in any action pursued in a court of  
10 competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses,  
11 and attorney's fees, including fees for in-house attorneys, expended or incurred in connection  
12 therewith.

13 B. Governing Law. This Lease and all disputes arising hereunder shall be  
14 construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder  
15 shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

16 C. Taxes. Lessee shall pay any taxes or assessments which may be lawfully levied  
17 against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of  
18 Lessee's occupancy or use, but Lessee as independent contractor reserves the right to contest the levy  
19 of any tax or assessment that it feels is unjust.

20 D. Subordination of Lease.

21 1) This Lease shall be subordinate to the provisions of any existing or  
22 future agreements between Lessor and the United States relative to the administration,  
23 operation or maintenance of the Airport, the execution of which has been or may be  
24

1 required as a condition precedent to the expenditure of Federal funds for the  
2 development of the Airport.

3 2) Notwithstanding any other prohibition or limitation of Lessee's right to  
4 sublease or assign its interest under this Lease, Lessor acknowledges and agrees that  
5 Lessee shall have the right to grant a security interest in its rights and interest under  
6 this Lease, only with Lessor's prior written consent. Any mortgagee or beneficiary  
7 shall have the right to cure any default on the part of Lessee in the payment of rent  
8 hereunder and, in the event of default, to assume the Lessee's position under this Lease.

9 Lessor in no event shall be liable for the payment of the sum secured by such  
10 mortgage or trust indenture, nor for any expenses in connection with the same.  
11 Furthermore, such mortgage or trust indenture shall expressly provide that the  
12 mortgagor or beneficiary will seek no monetary judgment against Lessor. The  
13 mortgage or trust indenture shall also contain provisions requiring the holder of the  
14 indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified  
15 mail (a) a copy of each notice of: indebtedness, any breach of covenant, default, or  
16 foreclosure given to the Lessee by the holder or the trustee under such mortgage or  
17 deed of trust, and (b) a copy of a release of any mortgage or deed of trust upon  
18 satisfaction of such.

19 E. Modification and Amendments. Changes or modifications to this Lease shall be  
20 done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

21 F. Paragraph Headings. The paragraph headings contained herein are for  
22 convenience in reference and are not intended to define or limit the scope of any provisions of this  
23 Lease or the particular paragraphs.  
24

1           G.     Effect of Invalid Provision. If any term or provision of this Lease or the  
2 application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the  
3 remainder of this Lease, or the application of such terms or provisions to persons or circumstances  
4 other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and  
5 provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

6           H.     Notices. Notices to Lessor provided for herein shall be sufficient if sent by  
7 certified mail, postage prepaid, addressed to:

8                             Director of Aviation and Transit  
9                             Billings Logan International Airport  
10                            1901 Terminal Circle, Room 216  
11                            Billings, MT 59105

11 and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

12                            Joel Simmons and Kevin Button  
13                            Beacon Air Group, LLC  
14                            P.O. Box 1381  
15                            Dillon, MT 59725  
16                            Telephone: (307) 272-3224  
17                            Email: [joel@beaconairgroup.com](mailto:joel@beaconairgroup.com)  
18                            Email: [kevin@beaconairgroup.com](mailto:kevin@beaconairgroup.com)

19 or to such other addresses as the parties may designate to each other in writing from time to time.

20           I.     Successors and Assigns. All of the terms, covenants, and agreements herein  
21 contained, or subsequently amended from time to time, shall be binding upon and shall inure to the  
22 benefit of successors, assigns and sublessees of the respective parties hereto.

23                     IN WITNESS WHEREOF, this document has been duly executed by or on behalf of  
24 the parties hereto as of the date indicated below.

1 DATE: \_\_\_\_\_

2 ATTEST:

CITY OF BILLINGS

3  
4 BY \_\_\_\_\_  
5 CITY CLERK

BY \_\_\_\_\_  
MAYOR

6 APPROVED AS TO FORM

BEACON AIR GROUP, LLC

7  
8 BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
JOEL SIMMONS

9  
10

BY \_\_\_\_\_  
KEVIN BUTTON

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

TAXIWAY "H"

TURNIP, INC.

T/L "B"

RICHLAND AVIATION

RICHLAND AVIATION, INC.

JJ VENTURES, LLC

EAA

LARRY MAYER

JAMES LEMON

T/L "C"

SCOTT & DANA WINCHELL

COAL BLACK

DESIGN NORTH SUPPLY LLC

HORESHOE CREEK AVIATION LLC

ARTHUR & BONITA DANIEL

JULIA HOLDINGS

MICHAEL CRYDER

BEACON AIR GROUP LLC

BEACON AIR GROUP LLC

BEACON AIR GROUP LLC

MORLEDGE-HAMPTON FAMILY, LLC

WESCO RESOURCES

T/L "D"

PROPOSED LEASE

WEST TAXILANE

EAST TAXILANE

SCALE 1"=100'

V:\2447\000-MASTER LEASE\West\_End\_Hangars\TLD-LOT4-BAG.dwg

T/L "D" LOT 4  
BEACON AIR GROUP, L.L.C.  
AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 1 of 3

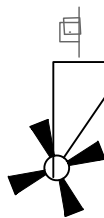
Morrison  
Maierle

315 N. 25th Street, Suite 102  
Billings, MT 59101  
Phone: 406.656.6000  
Fax: 406.237.1201

ISSUE DATE: FEBRUARY 2024

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SW CORNER  
SECTION 25



N 55°18'09" E  
4003.98'

N 20°59'27" E  
85.00'



N 69°00'33" W  
95.22'  
POINT OF BEGINNING

S 69°00'33" E  
95.22'

T/L "D"



SCALE 1"=50'

T/L "D" LOT 4  
BEACON AIR GROUP, L.L.C.

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 2 of 3



315 N. 25th Street, Suite 102  
Billings, MT 59101  
Phone: 406.656.6000  
Fax: 406.237.1201

ISSUE DATE: FEBRUARY 2024

# DESCRIPTION

## Main Parcel

Commencing at the Southwest Corner of Section 25, T. 1 N., R. 25 E. P.M.M., Yellowstone County, Montana; thence N 55°18'09" E a distance of 4003.98 feet to the Point of Beginning; thence N 20°59'27" E a distance of 85.00 feet; thence S 69°00'33" E a distance of 95.22 feet; thence S 20°59'27" W a distance of 85.00 feet; thence N 69°00'33" W a distance of 95.22 feet to the Point of Beginning.

Said Parcel containing 8,093.70 Square Feet.

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T/L "D" LOT 4  
BEACON AIR GROUP, L.L.C.  
AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 3 of 3

 Morrison  
Maierle

315 N. 25th Street, Suite 102  
Billings, MT 59101  
Phone: 406.656.6000  
Fax: 406.237.1201

ISSUE DATE: FEBRUARY 2024

1 WEST END HANGAR GROUND LEASE

2  
3 THIS LEASE, made and entered into on \_\_\_\_\_, by and between  
4 the following:

5 CITY OF BILLINGS, MONTANA, hereinafter designated  
6 "Lessor"

7 and

8 BEACON AIR GROUP, LLC, hereinafter designated  
9 "Lessee"

10 WITNESSETH

11 RECITALS

12 1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT  
(hereinafter called the Airport) situated in the City of Billings, Montana, and

13 2) Lessor deems it advantageous to itself and the operation of the Airport to lease  
14 to the Lessee a certain parcel of land hereinafter described together with certain privileges, rights, uses,  
15 and interests, and

16 3) Lessee wishes to engage in certain non-commercial aviation activities, and  
17 proposes to lease on a net basis from Lessor said parcel of land, and to avail itself of the same  
18 privileges, rights, uses, and interests contemplated herein, and

19 4) Lessee has indicated a willingness and ability to properly keep, maintain, and  
20 improve said land in accordance with standards established by Lessor.

21 NOW THEREFORE, the parties hereto covenant and agree as follows:  
22  
23  
24

1 ARTICLE I

2 PREMISES AND PRIVILEGES

3 A. Description of the Premises: Lessor hereby leases to Lessee and Lessee hereby  
4 leases from Lessor that certain parcel of real property, together with improvements (hereinafter called  
5 the premises) for its exclusive use, specifically described as follows:

6 Main Parcel – 2911 Overlook Drive – T/L D, Lot 5

7 Commencing at the Southwest Corner of Section 25, T. 1 N., R. 25 E. P.M.M.,  
8 Yellowstone County, Montana; thence N 54°09'46" E a distance of 3951.12  
9 feet to the Point of Beginning; thence N 20°59'27" E a distance of 85.00 feet;  
10 thence S 69°00'33" E a distance of 95.22 feet; thence S 20°59'27" W a distance  
11 of 85.00 feet; thence N 69°00'33" W a distance of 95.22 feet to the Point of  
12 Beginning.

13 Said parcel containing 8,093.70 square feet.

14 Premises is further depicted on attached "Exhibit A," and by said reference  
15 made a part hereof.

16 B. Construction of Improvements. Lessee may construct a 60' x 60' hangar  
17 building on the aforementioned parcel of land pursuant to the submitted and approved plans, and by  
18 reference specifically made a part of this Lease as "Exhibit B." Necessary ramps, parking, and hangar  
19 entrance taxiways will be constructed by Lessee. The construction of the facilities shown on the  
20 "Exhibit B" building plans will be completed within twelve (12) months of the signing of this Lease.  
21 Failure to complete the structure during said period shall constitute a default. If this default occurs, the  
22 Lease is canceled immediately and control of the property reverts to the Lessor.

23 C. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the  
24 following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and  
covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances,

1 rules and regulations as now or may hereafter have application at the Airport.

2 1) The general unrestricted use of all public Airport facilities and  
3 improvements which are now or may hereafter be connected with or appurtenant to  
4 said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for  
5 non-commercial aviation activity as herein defined. For the purpose of this Lease,  
6 public airport facilities shall include all necessary landing area appurtenances  
7 including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and  
8 automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities,  
9 Terminal facilities, or other public facilities appurtenant to said Airport..

10 2) The right of ingress to and egress from the premises over and across  
11 public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons  
12 and invitees, suppliers of service and furnishers of material.

13 D. Specific Privileges, Uses, and Rights. In addition to the general privileges,  
14 uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to  
15 Lessee and its sublessees the right to engage in non-commercial aviation activity on the premises as  
16 defined in subparagraphs 1 through 4 below, subject to the conditions and covenants hereafter set out:

17 1) The maintenance, storing and servicing of aircraft, which shall include  
18 minor repairs, inspection, and licensing of same, and the purchase of parts, equipment,  
19 and accessories therefore.

20 2) The right to use vehicles necessary for the servicing of aircraft.

21 3) The storage of non-commercial aircraft not owned by the Lessee.

22 4) The aforementioned rights shall apply to the persons, firms, or  
23 corporations having actual possession, occupancy, and use of the leasehold structures  
24

1 described herein, and the agents, employees, and invitees of such persons, firms, or  
2 corporations.

3 E. Concessions, Services, Activities, and Uses Excluded. The following  
4 concessions, services, activities, uses, and the establishment thereof shall be specifically excluded  
5 from this Lease:

- 6 1) Ground and air transportation for hire.
- 7 2) Vehicle or equipment rental services.
- 8 3) Food sales (except the sale of tobacco, confections, and refreshments  
9 through coin-operated vending machines).
- 10 4) News and sundry sales.
- 11 5) Barber, valet, and personal services.
- 12 6) Fuel sales (aircraft or vehicle).
- 13 7) On-site fuel storage and fuel storage facilities, including fueling vehicle  
14 parking.
- 15 8) The buying and selling of aircraft, parts, and accessories therefore, and  
16 aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except  
17 for use in Lessee's own aircraft or operations.
- 18 9) Flight schools and flight instruction, except that Lessee or Lessee's  
19 Chief Pilot shall have the right to give private instructions to Lessee's employees.
- 20 10) Aircraft repair and servicing except on Lessee's or sublessee's own  
21 aircraft.
- 22 11) Storage of personal vehicles, campers, boats, trailers, motor homes,  
23 other recreational vehicles, or parts and accessories for such.
- 24

1                   12)    The maintenance, repairing, or restoring of motorized vehicles.

2                   13)    Storage of any household items.

3                   14)    Use of the premises in a residential capacity of any nature, whether  
4 temporary or otherwise.

5                   15)    Improper storage of any chemicals, solutions, solvents, or any  
6 potentially hazardous, explosive, or flammable materials or substances. Improper  
7 storage includes storage in violation of any applicable Federal, State, or Local  
8 environmental law, regulation or rule presently in effect or promulgated in the future,  
9 as such laws, regulations or rules may be amended from time to time.

10                  16)    Off-premise parking.

11                  17)    Storage of any items outside of the hangar structure.

12                  18)    Any non-aviation or non-aeronautical activity.

13                  F.    Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement  
14 for access purposes over/on the above described leasehold, together with other necessary rights-of-way  
15 over said leasehold for access purposes. Said reserved right-of-way may be used by Lessor and all of  
16 Lessor's representatives, agents, employees, tenants, employees of said tenants, and persons or entities  
17 serving said tenants.

18                  G.    Access/Inspection by Lessor. Lessee shall allow the Lessor's authorized  
19 representatives access to the Premises at all reasonable hours, for the purpose of examining and  
20 inspecting the same to determine Lessee's compliance with its obligations under this Lease and for  
21 purposes necessary, incidental to or connected with the performance of the Lessor's obligations  
22 hereunder, or in the exercise of the Lessor's governmental functions. In the event of any emergency,  
23 the Lessor or its representatives shall have the right to take such action at the Premises as they deem  
24

1 necessary for the protection of persons or property.

2 ARTICLE II

3 TERM OF LEASE

4 A. Term. The term of this Lease shall be for a period of twenty (20) years,  
5 commencing on the 1st day of March 2024, and terminating on the 29th day of February 2044.

6 B. First Right of Refusal. At the end of the term hereof the Lessee shall have the  
7 first right to accept a new lease of the premises at the same rates and charges that the premises may be  
8 offered to any other person or entity. Provided that the Lessor shall have the sole discretion as to the  
9 use of said premises and whether or not it will be relet at end of said term. Provided further, that sixty  
10 (60) calendar days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to  
11 exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee notice  
12 in writing of its decision and the proposed terms. Lessee shall have thirty (30) calendar days in which  
13 to give Lessor notice in writing of acceptance.

14 C. National Emergency. In the event the rights and privileges hereunder are  
15 suspended by reason of war or other national emergency, the term of this Lease shall be extended by  
16 the amount of the period of such suspension.

17 ARTICLE III

18 RENTAL AND FEES

19 A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall  
20 pay to Lessor \$0.28 per square foot per annum for all ground included in this Lease for an initial  
21 annual rental of \$2,266.20. Said rental shall commence upon Lessor's approval of this Lease and shall  
22 be payable either annually in full or monthly in advance, without billing, on the first day of each  
23 month in an amount equal to one-twelfth of the annual rental, or initially \$188.85 per month.  
24



1 done to make its granting of said Lease effective and that Lessee shall have peaceful possession and  
2 quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's  
3 covenants herein.

4 B. Operation as Public Airport. Lessor shall during the term hereof, operate and  
5 maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with  
6 and pursuant to the sponsor's assurances given by Lessor to the United States Government under the  
7 Federal Airport Act.

8 C. Condition and Maintenance of Premises. Lessor shall assume no responsibility  
9 for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain  
10 all existing roads on the Airport giving access to the leased premises and Lessor shall remove snow  
11 from the access roads as Lessor's resources permit.

12 ARTICLE V

13 OBLIGATIONS OF LESSEE

14 A. Condition of Premises. It shall be the sole responsibility of the Lessee to  
15 develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities  
16 placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or  
17 expense to the Lessor. Lessee accepts the premises in its present condition and will repair and  
18 maintain any installations thereon, except as provided in Article IV, Paragraphs B.-C., and will remove  
19 or cause to be removed any debris to the extent required for its continuing use thereof.

20 B. Improvements. Lessee shall have the right to and shall provide for the  
21 construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner,  
22 upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but  
23 shall obtain the written approval of Lessor prior to beginning any such construction, alteration, or  
24

1 expansion.

2 C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises,  
3 improvements, and appurtenances thereto in a presentable condition free of refuse and debris  
4 consistent with good business practice, and acceptable to the Lessor. Repairs identified and required  
5 by the Lessor, and sent to Lessee via a written notice, shall be completed within a reasonable time as  
6 agreed to by both parties. Lessee's maintenance responsibilities shall include snow removal on the  
7 premises, and maintenance of all ramps and access to the hangar.

8 D. Utilities. Lessee shall assume and pay for all costs or charges for utility services  
9 furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to  
10 connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own  
11 cost and expense; and Lessee shall pay for any/service charges incurred therefore. Lessee shall also  
12 provide an external meter reading device in an external location of the leasehold structure; said meter  
13 reading device type shall be specified by the Lessor. All utility services shall be installed  
14 underground. In the event Lessee wishes to wash aircraft inside the leasehold structure, Lessee shall  
15 provide and maintain a separate water collection system for the wash water and shall not discharge the  
16 wash water into any available storm and sanitary sewers.

17 E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and  
18 proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other  
19 refuse occurring as a result of Lessee's occupancy and use of the premises. Lessee shall provide and  
20 use Lessor-approved receptacles for all garbage, trash, and other refuse and shall place them on the  
21 premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels,  
22 pallets, crates, or other similar items in an unsightly or unsafe manner, or open storage of materials,  
23 personal property, salvage, unused or surplus equipment, junk, or refuse on or about the premises, is  
24

1 forbidden. All disposal and removal costs shall be paid by the Lessee.

2 F. Signs. Lessee shall not maintain any billboards or advertising signs on the  
3 premises; provided, however, that Lessee may maintain on the outside of its building its name(s) or  
4 signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

5 G. Federal, State, and Local Regulations. Lessee acknowledges that the right to  
6 use said Airport facilities in common with others authorized to do so shall be exercised subject to and  
7 in accordance with the laws, rules, regulations, and ordinances of the United States of America, the  
8 State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by  
9 authority or by law and shall be closely observed during the full term of this Lease. Lessee specifically  
10 agrees to comply with all the requirements of the Airport's Stormwater Pollution Prevention Plan  
11 (SWPPP).

12 H. Hazardous Substances. Lessee assumes full responsibility for the proper and  
13 legal use, handling, storage, and disposal of any hazardous substances used or consumed in Lessee's  
14 occupancy, use, or conduct of its business. "Hazardous substance" shall be interpreted broadly to  
15 mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or  
16 radioactive substance, or other similar term by any Federal, State, or Local environmental law,  
17 regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules  
18 may be amended from time to time; and it shall be interpreted to include, but not be limited to, any  
19 substance which after release into the environment will or may reasonably be anticipated to cause  
20 sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and  
21 from any damage, loss, expenses, or liability resulting from any breach of these representations and  
22 warranty including all attorneys' fees and costs incurred as a result thereof.

23 I. Taxiways/Taxilanes. Lessee shall ensure that Lessee's and/or sublessee's  
24

1 aircraft, vehicles, or other equipment do not block the public use taxiway/taxilane that passes the front  
2 of Lessee's premises. Ramp area included in the premises shall not be used for the tie down of aircraft  
3 for any extended period of time.

4 ARTICLE VI

5 INSURANCE AND INDEMNIFICATION

6 A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives,  
7 and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and  
8 agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all  
9 parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It  
10 is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any  
11 improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall  
12 indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents,  
13 representatives, and employees from any and all losses that may result to the Lessor and Lessor's  
14 officers, directors, agents, representatives, and employees because of any negligence, act, or omission  
15 on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor  
16 against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the  
17 premises.

18 Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal  
19 injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire,  
20 earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,  
21 aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or  
22 negligence of Lessor, its officers, directors, agents, representatives, or employees.

23 B. Insurance. Lessee shall provide and keep in force for the entire term of this  
24

1 Lease the insurance coverages identified below. Insurance coverage shall be maintained with  
2 insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to  
3 the Lessor. At the time of execution of this Lease, and annually thereafter, Lessee shall furnish a  
4 Certificate of Insurance along with all associated and required policy endorsements showing that  
5 required insurance is current and in force. Required evidence of insurance shall be submitted for any  
6 renewal or replacement of a policy that already exists, at least ten (10) days prior to expiration or  
7 termination of the existing policy. Lessee shall provide notice to Lessor of any changes to insurance  
8 or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or  
9 cancellation. The Certificate of Insurance must include the following reference: City of Billings  
10 Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the Lessor's  
11 opinion, the minimum limits of the insurance coverage herein required become inadequate during the  
12 term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts  
13 upon request of the Lessor.

14 1) Breach of Lease. The continuous maintenance by Lessee of all types of  
15 required insurance under this Lease is mandatory. Failure of the Lessee to maintain  
16 such insurance is a material breach of this Lease, and does not amend this Lease, nor  
17 release the Lessee from any other obligations in this Lease.

18 2) Commercial General Liability Insurance. Commercial General Liability  
19 Insurance on a standard occurrence form, providing coverage for personal injury,  
20 bodily injury, death, and property damage, in amounts not less than \$1,500,000 per  
21 occurrence; \$3,000,000 General Aggregate; the General Aggregate shall apply  
22 separately to each location. The required limits may be provided by a combination of  
23 Commercial General Liability Insurance and Excess or Commercial Umbrella Liability  
24

1 Insurance. The commercial general liability policy shall be endorsed to name the City  
2 of Billings, and City's officers, directors, agents, representatives, and employees as a  
3 **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy  
4 will be excess and noncontributory. The policy shall be endorsed to include a written  
5 waiver of insurer's right to subrogate against the City.

6 3) Automobile Liability. Automobile Liability insurance will be required for all  
7 owned and non-owned vehicles used/operated on the premises in an amount not less  
8 than \$1,000,000 combined single limit. If Lessee is providing the coverage amount  
9 with an automobile policy that provides full coverage for all of the Lessee's vehicle  
10 uses, the policy shall be endorsed to include a written waiver of insurer's right to  
11 subrogate against the City.

## 12 ARTICLE VII

### 13 TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

14 A. Termination. This Lease shall terminate at the end of the full term hereof  
15 without any notice by either party, except as indicated in Article II, Paragraph A. A holding over by  
16 the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without  
17 the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

18 Lessee shall have the right to remove all moveable furniture, fixtures,  
19 machinery and equipment and all other personal property owned or installed by Lessee on the  
20 premises. All expenses connected with such removal shall be borne by the Lessee. Said property shall  
21 be removed within thirty (30) calendar days after termination of Lease.

22 In addition, Lessee has the right to remove, at Lessee's expense, all buildings  
23 and other structures owned by Lessee located upon the premises within thirty (30) calendar days upon  
24

1 the termination of this Lease. Lessee shall remove from the premises all debris resulting from the  
2 removal of the building or structures, and Lessee shall generally leave the premises in a clean and  
3 orderly condition acceptable to Lessor.

4 This right to remove personal property, buildings and structures does not extend  
5 to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which  
6 improvements shall remain the property of the Lessor and shall not be removed.

7 In the event the Lessee elects not to remove the buildings and other structures,  
8 personal property, fixtures, machinery and equipment, and other improvements upon termination of  
9 the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and  
10 equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to  
11 remove the buildings and structures, personal property, fixtures, machinery and equipment, and other  
12 improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related  
13 actions shall be at Lessee's expense.

14 B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee  
15 after the happening of one or more of the following events:

- 16 1) The permanent abandonment of the Airport as an Air Terminal.
- 17 2) The lawful assumption of the United States Government or any other  
18 authorized agency thereof, of the operation, control or use of the Airport, or any  
19 substantial part or parts thereof, in such a manner that substantially restricts Lessee for  
20 a period of at least ninety (90) calendar days from operating in a normal manner.
- 21 3) Issuance by any court of competent jurisdiction of an injunction in any  
22 way preventing or restraining the use of the Airport, and the remaining in force of such  
23 injunction for a period of at least ninety (90) calendar days.
- 24

1                   4)    The default by Lessor in the performance of any covenant or agreement  
2                   herein required to be performed by Lessor and the failure of Lessor to remedy such  
3                   default for a period of ninety (90) calendar days after receipt from Lessee or written  
4                   notice to remedy same.

5                   Lessee may exercise such right of termination by written notice to Lessor at any  
6                   time after the lapse of the above applicable periods of time and this Lease shall terminate as of that  
7                   date. Rental due hereunder shall be payable only to the date of the happening of the event which  
8                   results in said termination. Upon termination under the provisions of this Paragraph, Lessee shall have  
9                   the same rights as described in Article VII, Paragraph A. herein.

10                   C.    Cancellation by Lessor.

11                   1)    This Lease shall be subject to cancellation by Lessor in the event Lessee  
12                   shall:

13                               a)    Be in arrears in the payment of the whole or any part of the  
14                               amounts agreed upon hereunder for a period of fifteen (15) calendar days after  
15                               payment is due.

16                               b)    File a voluntary petition of bankruptcy.

17                               c)    Make a general assignment for the benefit of creditors.

18                               d)    Default in the performance of any of the covenants and  
19                               conditions required herein (except rental payments) to be kept and performed  
20                               by Lessee, and such default continues for a period of thirty (30) calendar days  
21                               after written notice from Lessor of said default.

22                   2)    In the event of termination because of the happening of any of the  
23                   previously mentioned events, Lessor may take immediate possession of the premises  
24

1 and remove Lessee's effects, without being deemed guilty of trespassing. Upon said  
2 entry, this Lease shall terminate.

3 3) It is agreed that failure of Lessor to declare this Lease terminated or to  
4 reenter and take possession upon the default of Lessee for any of the reasons set out  
5 shall not operate to bar or destroy the right of Lessor to declare this Lease null and void  
6 by reason of any subsequent violation of the terms of this Lease.

7 D. Suspension of Lease. During the time of war or declared national emergency,  
8 Lessor shall have the right to lease the landing area or any part thereof to the United States  
9 Government for military use. If any such lease is executed, any provisions of this instrument, which  
10 are inconsistent with the provisions of the lease to the Government shall be suspended, provided that  
11 the term of the Lease shall be automatically extended by the amount of the period of suspension.

12 E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to  
13 sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same  
14 purpose established in Article I, Paragraph D., provided that written approval of the Lessor is obtained  
15 prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor reserves the  
16 right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or  
17 transfer shall be subject to the same conditions, obligations and terms as set forth herein and as may be  
18 subsequently amended, and Lessee shall be responsible for the observance by its tenants and  
19 sublessees for the terms and covenants of this Lease and any subsequent lease amendments. Lessee  
20 shall provide Lessor with a copy of any sublease or rental agreement it has on the Lessee's leasehold.

21 ARTICLE VIII

22 NONDISCRIMINATION

23 A. General. In the use and occupation of the Airport, Lessee shall not discriminate  
24

1 against any person or class of persons by reason of race, color, religion, sex, national origin or  
2 ancestry, age, or disability. Additionally, for the services provided during the use and occupation of  
3 the Airport, Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to  
4 all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service,  
5 provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates,  
6 or other similar types of price reductions to volume purchasers.

7           B.     Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall  
8 not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,  
9 discriminate or permit discrimination against any person or group of persons in any manner prohibited  
10 by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the  
11 Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as  
12 may be applicable.

13                     Without limiting the generality of the foregoing, Lessee agrees to not  
14 discriminate against any employee or applicant for employment because of race, color, religion, sex,  
15 national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that  
16 applicants are employed, and that employees are treated during employment, without regard to their  
17 race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but  
18 not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment  
19 advertising; layoff or termination; rates of pay or other forms of compensation; selection for training;  
20 and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to  
21 employees and applicants for employment, notices to be provided setting forth the provisions of this  
22 nondiscrimination clause.

23           C.     Lessee, for itself, its heirs, personal representatives, successors in interest, and  
24

1 assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant  
2 running with the land that, in the event improvements are constructed, maintained, or otherwise  
3 operated on the Airport for a purpose for which a United States Department of Transportation program  
4 or activity is extended or for another purpose involving the provision of similar services or benefits.  
5 Lessee shall maintain and operate such improvements and services in compliance with all other  
6 requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs  
7 of the Department of Transportation), as said regulations may be amended.

8 D. Lessee, for itself, its heirs, personal representatives, successors in interest, and  
9 assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant  
10 running with the land that:

11 1) No person on the grounds of race, color, religion, sex, national origin or  
12 ancestry, age, or disability shall be excluded from participation in, denied the benefits  
13 of, or otherwise be subjected to discrimination in the use of said improvements.

14 2) No person on the grounds of race, color, religion, sex, national origin or  
15 ancestry, age, or disability shall be excluded from participation in, denied the benefits  
16 of, or otherwise be subjected to discrimination in the construction of any  
17 improvements on, over, or under such land and the furnishing of services thereon.

18 3) Lessee shall use the facilities in compliance with all other requirements  
19 imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted  
20 Programs of the Department of Transportation), as said regulations may be amended.

21 Lessee assures that it will undertake an affirmative action program as required  
22 by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex,  
23 national origin or ancestry, age, or disability shall be excluded from participating in any employment  
24

1 activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any  
2 applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from  
3 participating in or receiving the services or benefits of any program or activity covered by this  
4 Article VIII.

5 E. During the performance of this Lease, the Lessee, for itself, its assignees, and  
6 successors in interest, agrees to comply with the following nondiscrimination statutes and authorities,  
7 including, but not limited to:

8 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78  
9 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

10 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of  
11 the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of  
12 1964);

13 3) The Uniform Relocation Assistance and Real Property Acquisition  
14 Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons  
15 displaced or whose property has been acquired because of Federal or Federal aid  
16 programs and projects);

17 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*),  
18 as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

19 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et*  
20 *seq.*) (prohibits discrimination on the basis of age);

21 6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471,  
22 § 47123) as amended (prohibits discrimination based on race, creed, color, national  
23 origin, or sex);  
24

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

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

12                   9)     The Federal Aviation Administration's Nondiscrimination statute  
13 (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national  
14 origin, and sex);

15                   10)    Executive Order 12898, Federal Actions to Address Environmental  
16 Justice in Minority Populations and Low Income Populations, which addresses  
17 discrimination against minority populations by discouraging programs, policies, and  
18 activities with disproportionately high and adverse human health or environmental  
19 effects on minority and low income populations;

20                   11)    Executive Order 13166, Improving Access to Services for Persons with  
21 Limited English Proficiency (LEP), and resulting agency guidance, national origin  
22 discrimination includes discrimination because of LEP. To ensure compliance with  
23 Title VI, you must take reasonable steps to ensure that LEP persons have meaningful  
24

1 access to your programs (70 Federal Regulations at 74087 – 74100);

2 12) Title IX of the Education Amendments of 1972, as amended, which  
3 prohibits you from discriminating because of sex in education programs or activities  
4 (20 U.S.C. 1681 *et seq.*).

5 ARTICLE IX

6 GENERAL PROVISIONS

7 A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize  
8 the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in  
9 any manner arising under this Lease, the nonprevailing party in any action pursued in a court of  
10 competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses,  
11 and attorney's fees, including fees for in-house attorneys, expended or incurred in connection  
12 therewith.

13 B. Governing Law. This Lease and all disputes arising hereunder shall be  
14 construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder  
15 shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

16 C. Taxes. Lessee shall pay any taxes or assessments which may be lawfully levied  
17 against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of  
18 Lessee's occupancy or use, but Lessee as independent contractor reserves the right to contest the levy  
19 of any tax or assessment that it feels is unjust.

20 D. Subordination of Lease.

21 1) This Lease shall be subordinate to the provisions of any existing or  
22 future agreements between Lessor and the United States relative to the administration,  
23 operation or maintenance of the Airport, the execution of which has been or may be  
24

1 required as a condition precedent to the expenditure of Federal funds for the  
2 development of the Airport.

3 2) Notwithstanding any other prohibition or limitation of Lessee's right to  
4 sublease or assign its interest under this Lease, Lessor acknowledges and agrees that  
5 Lessee shall have the right to grant a security interest in its rights and interest under  
6 this Lease, only with Lessor's prior written consent. Any mortgagee or beneficiary  
7 shall have the right to cure any default on the part of Lessee in the payment of rent  
8 hereunder and, in the event of default, to assume the Lessee's position under this Lease.

9 Lessor in no event shall be liable for the payment of the sum secured by such  
10 mortgage or trust indenture, nor for any expenses in connection with the same.  
11 Furthermore, such mortgage or trust indenture shall expressly provide that the  
12 mortgagor or beneficiary will seek no monetary judgment against Lessor. The  
13 mortgage or trust indenture shall also contain provisions requiring the holder of the  
14 indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified  
15 mail (a) a copy of each notice of: indebtedness, any breach of covenant, default, or  
16 foreclosure given to the Lessee by the holder or the trustee under such mortgage or  
17 deed of trust, and (b) a copy of a release of any mortgage or deed of trust upon  
18 satisfaction of such.

19 E. Modification and Amendments. Changes or modifications to this Lease shall be  
20 done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

21 F. Paragraph Headings. The paragraph headings contained herein are for  
22 convenience in reference and are not intended to define or limit the scope of any provisions of this  
23 Lease or the particular paragraphs.  
24

1           G.     Effect of Invalid Provision. If any term or provision of this Lease or the  
2 application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the  
3 remainder of this Lease, or the application of such terms or provisions to persons or circumstances  
4 other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and  
5 provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

6           H.     Notices. Notices to Lessor provided for herein shall be sufficient if sent by  
7 certified mail, postage prepaid, addressed to:

8                             Director of Aviation and Transit  
9                             Billings Logan International Airport  
10                            1901 Terminal Circle, Room 216  
11                            Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

12                            Joel Simmons and Kevin Button  
13                            Beacon Air Group, LLC  
14                            P.O. Box 1381  
15                            Dillon, MT 59725  
16                            Telephone: (307) 272-3224  
17                            Email: [joel@beaconairgroup.com](mailto:joel@beaconairgroup.com)  
18                            Email: [kevin@beaconairgroup.com](mailto:kevin@beaconairgroup.com)

or to such other addresses as the parties may designate to each other in writing from time to time.

19           I.     Successors and Assigns. All of the terms, covenants, and agreements herein  
20 contained, or subsequently amended from time to time, shall be binding upon and shall inure to the  
21 benefit of successors, assigns and sublessees of the respective parties hereto.

22                         IN WITNESS WHEREOF, this document has been duly executed by or on behalf of  
23 the parties hereto as of the date indicated below.  
24

1 DATE: \_\_\_\_\_

2 ATTEST:

CITY OF BILLINGS

3  
4 BY \_\_\_\_\_  
5 CITY CLERK

BY \_\_\_\_\_  
MAYOR

6 APPROVED AS TO FORM

BEACON AIR GROUP, LLC

7  
8 BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
JOEL SIMMONS

9  
10

BY \_\_\_\_\_  
KEVIN BUTTON

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

TAXIWAY "H"

TURNIP, INC.

T/L "B"

RICHLAND AVIATION

RICHLAND AVIATION, INC.

JJ VENTURES, LLC

EAA

LARRY MAYER

JAMES LEMON

T/L "C"

SCOTT & DANA WINCHELL

COAL BLACK

DESIGN NORTH SUPPLY LLC

HORESHOE CREEK AVIATION LLC

ARTHUR & BONITA DANIEL

JULIA HOLDINGS

MICHAEL CRYDER

BEACON AIR GROUP LLC

BEACON AIR GROUP LLC

BEACON AIR GROUP LLC

MORLEDGE-HAMPTON FAMILY, LLC

WESCO RESOURCES

T/L "D"

PROPOSED LEASE

SCALE 1"=100'

WEST TAXILANE

EAST TAXILANE

V:\2447\000-MASTER LEASE\West\_End\_Hangars\TLD-LOTS-BAG.dwg

T/L "D" LOT 5  
BEACON AIR GROUP, L.L.C.

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 1 of 3

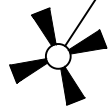
Morrison  
Maierle

315 N. 25th Street, Suite 102  
Billings, MT 59101  
Phone: 406.656.6000  
Fax: 406.237.1201

ISSUE DATE: FEBRUARY 2024

V:\2447\000-MASTER LEASE\West\_End\_Hangars\TLD-LOTS-BAG.dwg

SW CORNER  
SECTION 25



N 54°09'46" E  
395.12'

N 20°59'27" E  
85.00'



N 69°00'33" W  
95.22'

POINT OF BEGINNING

S 69°00'33" E  
95.22'



SCALE 1"=50'

T/L "D" LOT 5  
BEACON AIR GROUP, L.L.C.

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 2 of 3



315 N. 25th Street, Suite 102  
Billings, MT 59101  
Phone: 406.656.6000  
Fax: 406.237.1201

ISSUE DATE: FEBRUARY 2024

# DESCRIPTION

## Main Parcel

Commencing at the Southwest Corner of Section 25, T. 1 N., R. 25 E. P.M.M., Yellowstone County, Montana; thence N 54°09'46" E a distance of 3951.12 feet to the Point of Beginning; thence N 20°59'27" E a distance of 85.00 feet; thence S 69°00'33" E a distance of 95.22 feet; thence S 20°59'27" W a distance of 85.00 feet; thence N 69°00'33" W a distance of 95.22 feet to the Point of Beginning.

Said Parcel containing 8,093.70 Square Feet.

V:\2447\000-MASTER\LEASE\West\_End\_Hangars\TLD-LOTS-BAG.dwg

T/L "D" LOT 5  
BEACON AIR GROUP, L.L.C.  
AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 3 of 3

 Morrison  
Maierle

315 N. 25th Street, Suite 102  
Billings, MT 59101  
Phone: 406.656.6000  
Fax: 406.237.1201

ISSUE DATE: FEBRUARY 2024

**City Council Regular**

**Date:** 02/26/2024  
**Title:** Acceptance of Donation from Streeter Brothers Insurance to Senior Scholarship Fund  
**Presented by:** Kory Thomson  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends that City Council accept the donation from Streeter Brother Insurance in the amount of \$642 to the Senior Scholarship Fund.

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

As part of their "Jeans Friday," Streeter Brothers Insurance selected the Billings Community Center's Senior Scholarship Fund as the cause they chose to support and benefit our community. This donation will be used to assist seniors with program registration for any wellness program or activity offered by the Parks and Recreation Department.

**ALTERNATIVES**

City Council may:

- Approve the donation of \$642 from Streeter Brothers Insurance for the Senior Scholarship Fund; or,
- Not Approve the donation and provide staff with additional guidance.

**FISCAL EFFECTS**

There will be no additional fiscal impacts to the City's General Fund.

---

**City Council Regular**

**Date:** 02/26/2024  
**Title:** Acceptance of Donation from the Yellowstone County DUI Task Force in the Amount of \$3,750  
**Presented by:** Rich St. John, Police Chief  
**Department:** Police  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends that City Council accept the donation from the Yellowstone County DUI Task Force in the Amount of \$3,750.

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

Council policy requires that any donation greater than \$500 must be approved by the City Council. City Council is being asked to accept a donation in the amount of \$3,750 from the Yellowstone County DUI Task Force. The donation will be used to fund overtime for special DUI shifts during peak DUI hours.

**ALTERNATIVES**

City Council may:

- Approve the donation to the Billings Police Department in the amount of \$3,750 or;
- Disapprove the donation to the Billings Police Department in the amount of \$3,750 which will result in the Billings Police Department not running the special DUI patrols, event patrols, and compliance checks.

**FISCAL EFFECTS**

There is no impact to the General Fund.

---

**City Council Regular**

**Date:** 02/26/2024  
**Title:** Preliminary plat extension request for Hunters Point Subdivision  
**Presented by:** David Green  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-21-00032

---

**RECOMMENDATION**

Staff recommends the City Council approve the preliminary plat extension request for Hunter's Pointe Subdivision.

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

On January 22, 2024, Shaun Athey for Bach Land and Development and 3038 Central, LLC requested a preliminary plat extension for Hunter's Pointe Subdivision. The subdivision received original preliminary plat approval on April 26, 2021. The preliminary plat would expire on April 26, 2024. They are requesting an extension of one year to the preliminary approval. The new date for completion of the final plat, with the extension, would be April 26, 2025.

**ALTERNATIVES**

The City Council may approve or disapprove of the preliminary plat extension request of Hunter's Pointe Subdivision. The City of Billings Subdivision Regulations state the following:

"The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period, the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing and dated and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension per BMCC 23-300 M.

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;
2. Progress to date in completing the subdivision as a whole and any phases;
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;
4. Dependence of infrastructure development on the subdivision;
5. Duration of the requested extension;
6. Demonstrated ability of the subdivider to complete the subdivision;
7. Such other factors or criteria as deemed material in the discretion of the governing body.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA)." Staff found no reason under the extension criteria to deny this extension of the time period for the Hunter's Pointe Subdivision Preliminary Plat.

**FISCAL EFFECTS**

The extension request for this subdivision will have no financial impact on the Planning Division.

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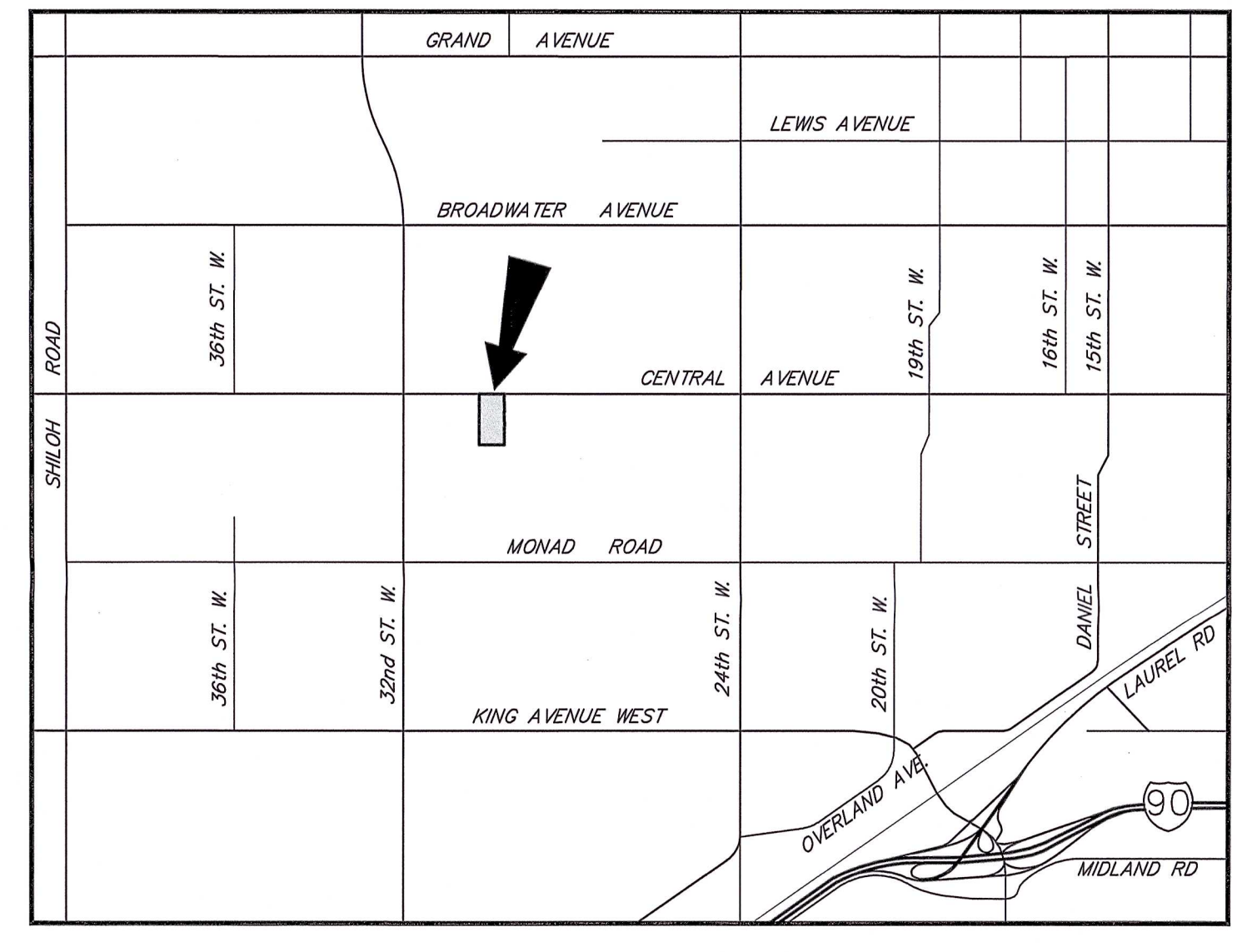
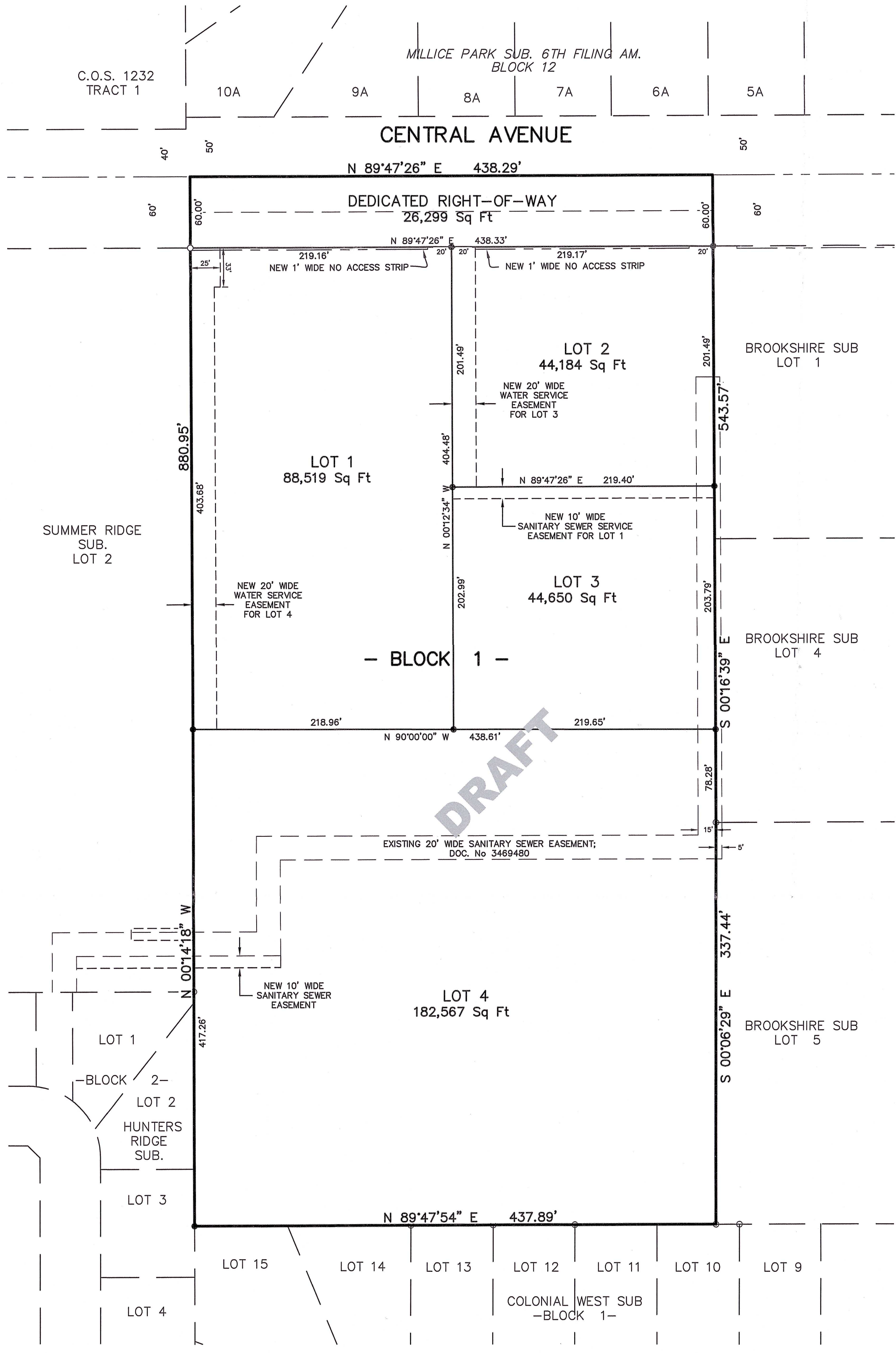
**Attachments**

- Proposed Plat
- Preliminary SIA
- Extension Request
- Extension Criteria
- Signed Preliminary Plat Conditions of Approval

PLAT OF  
**HUNTER'S POINTE SUBDIVISION**  
BEING TRACT 1C OF CERTIFICATE OF SURVEY No. 2991  
SITUATED IN THE NW1/4 OF SECTION 12, T. 1 S., R. 25 E., P.M.M.  
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : BACH HOMES  
PREPARED BY : SANDERSON STEWART

JUNE 2021  
BILLINGS, MONTANA



VICINITY MAP  
NOT TO SCALE



SCALE: 1" = 60'

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515.

THE CONVERGENCE ANGLE AT THE SOUTHEAST CORNER OF THIS SURVEY IS -00°07'27".  
DISTANCES ARE INTERNATIONAL FEET. THE GRID TO GROUND COMBINED SCALE FACTOR IS 0.999999056 FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- FOUND SURVEY MONUMENT, REBAR & CAP MARKED 'SANDERSON STEWART 8377S', OR AS NOTED.
- SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART".

CERTIFICATE OF DEDICATION

STATE OF MONTANA )  
                                  ) ss  
County of Yellowstone )

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW1/4 of Section 12, T. 1 N., R. 25 E., P.M.M., in the City of Billings and in Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Tract 1C of Certificate of Survey No. 2991 according to the official survey thereof on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3033373.

The park requirement for this subdivision has been met by a cash donation in the amount of \$\_\_\_\_\_.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as HUNTER'S POINTE SUBDIVISION and the lands included in all streets, and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

3038 CENTRAL LLC

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

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

This instrument was signed before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of 3038 Central LLC.

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

NOTICE OF APPROVAL

STATE OF MONTANA )  
                                  ) ss  
County of Yellowstone )

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

Date \_\_\_\_\_ President \_\_\_\_\_  
Executive Secretary \_\_\_\_\_

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA )  
                                  ) ss  
County of Yellowstone )

We hereby certify that we have examined the annexed and foregoing PLAT OF HUNTER'S POINTE SUBDIVISION and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA  
By: \_\_\_\_\_ Mayor  
Attest: \_\_\_\_\_ City Clerk

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76-4-125(1)(d), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Engineer's Office \_\_\_\_\_

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b)/76-3-207(3), M.C.A.

Date: \_\_\_\_\_  
Yellowstone County Treasurer  
By: \_\_\_\_\_ Deputy

CERTIFICATE OF SURVEYOR

STATE OF MONTANA )  
                                  ) ss  
County of Yellowstone )

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of June 2021, a survey was performed under his supervision of a tract of land to be known as HUNTER'S POINTE SUBDIVISION in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 386,219 Sq Ft (8.8664 Acres) and the net area is 359,920 Sq Ft (8.2626 Acres), more or less.

SANDERSON STEWART  
By: \_\_\_\_\_  
Montana License No. \_\_\_\_\_  
Date: \_\_\_\_\_

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

Examining Land Surveyor \_\_\_\_\_ Date \_\_\_\_\_

CERTIFICATE OF CITY ATTORNEY

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

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

RESERVED FOR CLERK AND RECORDER

SUBDIVISION IMPROVEMENTS AGREEMENT

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

CONSENT TO PLATTING

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

Remit to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

# **SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS HUNTER'S POINTE SUBDIVISION**

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Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST  
FUTURE SPECIAL IMPROVEMENT DISTRICTS  
HUNTER'S POINTE SUBDIVISION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **BACH HOMES**, whose address for the purpose of this agreement is 11650 S State Street, Suite 300, Draper, Utah, 84020, hereinafter referred to as "Subdivider", and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, the plat of Hunter's Pointe Subdivision, being Tract 1C of Certificate of Survey No. 2991, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the City Council conditionally approved a preliminary plat of Hunter's Pointe Subdivision; and

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

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

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

**I. VARIANCES**

- A.** 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. None requested.

**II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS**

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.
- B.** Lot owners should be aware that a geotechnical investigation will be required prior to future construction. Assessment and mitigation of any conditions shall be the responsibility of the lot owner.
- C.** 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.
- D.** 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.
- E.** 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.

**III. TRANSPORTATION**

**A. Streets**

Subdivider and City agree that the required street improvements are as follows:

1. All future site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, the most current *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.
2. A Traffic Impact Study shall be required to be submitted to the Engineering Division for review and approval prior to final plat approval. Construction and/or financial contribution for improvements along adjacent streets, and within the subdivision, shall be in accordance with that document and as generally described herein.
3. Intersection contributions are also identified within the Traffic Impact Study and noted herein. The costs for these intersection improvements shall be paid for at time of initial development of any lot within the subdivision.

Based on the Traffic Impact Study, the intersection contributions shall be paid at the time of initial development of any lot within the subdivision and are as follows:

|   |                          |    |
|---|--------------------------|----|
| • | <u>List intersection</u> | \$ |
|   | Total Contribution       | \$ |

**B. Curb, Gutter and Sidewalks**

Curb, gutter and sidewalks do not currently exist along the Central Avenue frontage of the subdivision. Lots 1 and 2 front Central Avenue, and at the time of development of either of these lots, the Subdivider will install curb, gutter and sidewalk along the frontage. The sidewalk width and style shall be as specified by the City.

Internal sidewalks will be required to comply with 50-60-213, MCA.

**C. Street Lighting**

No street lighting exists along Central Avenue in the vicinity of this subdivision. No new street lighting will be required as a result of this subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

**D. Traffic Control Devices**

No street traffic control devices are anticipated at this time for the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

**E. Access**

Access to the lots will be provided from two access points off of Central Avenue, along with a reciprocal access easement with the existing Hunter's Pointe Apartments to the west (Lot 2 of Summer Ridge Subdivision).

The first access on Central Avenue is existing and is through a Reciprocal Access Easement executed by and between Lydia Kramer Real Estate Management and Legacy Homes, Inc., recorded the 9th day of June 2008, under Document No. 3469479 between Tract 1C and 1B of Certificate of Survey 2991, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, under Document No. 3033373.

The second access will be a new access on the common lot line of Lots 1 and 2 and is intended to provide reciprocal access between these two lots and lot 3.

Lot 4 will have a reciprocal access easement with Lot 2 of Summer Ridge Subdivision which is west of the subject lot.

**F. Billings Area Bikeway and Trail Master Plan**

No segment of the Bikeway and Trail Master Plan is located in this subdivision.

### **G. Public Transit**

There are existing MET Transit routes in the vicinity of this Subdivision. No additional improvements are required for the subdivision relating to public transit.

## **IV. EMERGENCY SERVICES**

Emergency services will be provided by the City of Billings. Access will be provided by the adjacent roadway of Central Avenue, along with secondary access through the existing Hunter's Pointe Apartments to the west (Lot 2 of Summer Ridge Subdivision) by a reciprocal access easement.

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.
- Paved emergency access roads and a looped private fire line system with hydrants exists within the development.

The roads and hydrants shall be maintained in accordance to the currently adopted fire code requirements by the Subdivider.

**V. STORM DRAINAGE**

Stormwater will be handled through surface flow and piping within the subdivision. 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 of each individual lot.

**VI. UTILITIES**

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

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

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

**A. Water**

Currently, the property is provided with an existing 8-inch City water service from a 12-inch water main in Central Avenue. At the time of development, each lot will be required to install an individual water service for domestic water supply from the main in Central Avenue. Water service easements shall be recorded with the subdivision plat to allow the water service for Lot 4 to cross Lot 1, and for the water service for Lot 3 to cross Lot 2.

**B. Sanitary Sewer**

Currently, the property is served by an existing 8-inch sanitary sewer main that is contained within a Perpetual Right-of-Way Easement, dated June 9, 2008, executed by Hunter's Pointe Apartments, LLC, Lydia Kramer Real Estate Management and Legacy Homes, Incl, granted to the City of Billings and recorded June 17, 2008 under Document No. 3469480.

At the time of development, each lot will be required to install an individual sanitary sewer service from this main. At the time of development of Lot 4, which is currently contemplated as a multi-family residential land use, each building will be provided an individual sanitary sewer service connection from the main.

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

Power, telephone, gas, and cable television lines already exist within the public right of-way. Appropriate utility easements will be provided across the subdivision lots for service to the proposed development.

**VII. PARKS/OPEN SPACE**

There is no parkland requirement for proposed Hunter's Pointe Subdivision, as this is a minor subdivision [MCA 76-3-621(3)(a)].

**VIII. IRRIGATION**

No irrigation ditches are located on this property.

**IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical investigation shall be provided as part of a building permit application for any new structure within this subdivision.

**X. 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.

**XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

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



This agreement is hereby approved and accepted by the City of Billings, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“CITY”

**CITY OF BILLINGS, MONTANA**

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

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

STATE OF MONTANA     )  
                                          : ss  
County of Yellowstone    )

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

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





January 22, 2024

Attention Planning Department  
City of Billings  
210 North 27<sup>th</sup> Street  
Billings, Montana 59101

Dear City of Billings,

We Bach Land and Development acting on behalf of 3038 Central LLC regarding the request for a one-year extension for the "Plat of Hunter's Pointe Subdivision" (**Plat**) which was approved by the City of Billings City Council on April 26, 2021.

Due to the construction of the Hunter's Pointe Phase 2 Subdivision (**Phase 2**) 3038 Central LLC is required to meet special bank requirements which directly affects the Hunter's Pointe Phase 3 Subdivision (**Phase 3**) and requires that the recording of the said "plat" to be delayed at the time. In direct result of the delay, this "plats" 3-year approval will lapse on April 26, 2024. However, 3038 Central LLC anticipates they will be able to record the plat within that one-year extension if approved by the City of Billings City Council.

We express our utmost appreciation for the last 10 years that we have worked with the City of Billings. We have completed many projects in your city that have been rewarding and exciting and we are excited for more in the future. Our company is committed to continuing to contribute to the growth and success of the City of Billings. We are looking forward to more successful endeavors here.

To recap, we are requesting a one-year extension for the "Plat of Hunter's Pointe Subdivision" which was approved by the City of Billings City Council on April 26, 2025.

Sincerely,

  
\_\_\_\_\_  
BACH LAND AND DEVELOPMENT, LLC  
Shaun Athey

## **Preliminary Plat Approval Extension Request—Review Criteria**

### **Hunter's Pointe Subdivision**

When considering a request for an extension of the preliminary plat approval period, the City Council may use the following criteria to evaluate the request. Below each criterion, staff has provided some information for Council to consider.

1. *Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;*

The preliminary plat for Hunter's Pointe Subdivision, was conditionally approved April 26, 2021. Since that time, changes to the City Subdivision Regulations have been made, and none of the amendments will cause this proposal to be out of compliance.

2. *Progress to date in completing the subdivision as a whole and any phases;*

The developer of the proposed subdivision has been constructing apartment buildings on the southern half of the proposed subdivision. This has taken a large amount of time to get done and they are still continuing with construction on those buildings. Once that large project is complete they will be more able to focus on getting the subdivision complete.

3. *Phasing of the subdivision and the ability for the existing development to operate without the delayed development;*

The subdivider has not proposed to phase this subdivision, but will develop all the proposed lots or sell to other owners to develop them when the final plat is completed. The phasing mentioned in the extension request letter is in reference to how the building of apartments has been done in steps over time.

4. *Dependence of infrastructure development on the subdivision;*

The subdivision improvements consist mostly of water, sewer and storm water management. Roads within the subdivision will either be local roads or access drives with parking facilities for buildings on the site. Delay of the subdivision should not have a negative impact on infrastructure development needs.

5. *Duration of the requested extension;*

The subdivider has requested an additional one year. The current three years will end on April 26, 2024. The extension request will put the required final plat date at April 26, 2025.

6. *Demonstrated ability of the subdivider to complete the subdivision.*

The subdivider has a history of developing in the City of Billings over the past 10 years. They have indicated that as soon as they meet the required bank factors they will be able to file the final plat. They believe those factors will be met within the one-year extension time.

7. *Such other factors or criteria as deemed material in the discretion of the governing body.*

There are no other factors or criteria that are material to this project.



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

April 26, 2021

Bach Homes  
11650 S. State Street, Suite 300  
Draper, Utah 84020

Dear Applicant:

On April 26, 2021, the Billings City Council conditionally approved the preliminary plat of Hunters Point Subdivision, subject to the following conditions of approval:

1. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have 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

pc: Sanderson Stewart

**City Council Regular**

**Date:** 02/26/2024  
**Title:** Resolution calling for election on the question of a local government review - June 4, 2024  
**Presented by:** Gina Dahl  
**Department:** Legal  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the Council approve the attached Resolution which submits the issue of local government review to the City's registered voters during the June 4, 2024, primary election, containing the ballot language and establishing a seven member Study Commission.

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

The Montana Constitution, Article XI, Section 9, and MCA Section 7-3-173 provides that each local government's registered voters must be given the opportunity at least every ten (10) years to review their form of government. City voters will decide whether to review the current form of government at the primary election on June 4, 2024. If a majority of voters choose to conduct the review, Local Government Review Study Commissioners will be elected at the general election on November 5, 2024.

The Council Operations Committee is recommending the attached Resolution establishing the size of the local government review study commission at seven (7) with a total budget of \$200,000 over two years. In communications throughout the state, most of the larger cities are establishing their own commissions with either 5 or 7 members with budgets of \$150,000 or \$200,000. Yellowstone County has established a board of 7 with a \$490,365 budget.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Amend.

Council must pass a resolution calling for an election as required by the Montana Constitution and state law. Council only has discretion to modify the budget and the number of members of a Study Commission.

**FISCAL EFFECTS**

Per state statute, the Council must determine and appropriate a budget to fund the study. The amount appropriated will need to come from general funds or Council may levy additional mills as authorized by MCA Section 7-3-184(2) (a). The enclosed Resolution sets the total budget not to exceed \$200,000.00

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**Attachments**

LGR Calendar  
LGR Timeline  
Resolution



**Montana Secretary of State Christi Jacobsen  
Elections and Government Services  
2024 Local Government Review Information**

**Frequently Asked Questions**

**Q. What is the Local Government Review election?**

A. Established as part of the 1972 Constitution, the Local Government Review election is to be held by each city and county government every 10 years. If your city or county government has held a Local Government Review election any time after the 2014 general election until now, you should consult with your county attorney regarding your responsibility.

**Q. Where can I find the laws on the Local Government Review election?**

A. The applicable laws, 7-3-171 through 7-3-193, MCA, are found at [http://leg.mt.gov/bills/mca\\_toc/7\\_3\\_1.htm](http://leg.mt.gov/bills/mca_toc/7_3_1.htm).

**Q. Does the Local Government Review election apply only to city governments?**

A. No, local governments have been defined to include **both** city and county governments.

**Q. Is it a requirement that the governing body call for a local government review?**

A. Yes. As required under [7-3-173\(2\)](#), MCA, "The governing body shall call for an election, to be held on the primary election date, on the question of conducting a local government review and establishing a study commission ..... " A governing body shall call for an election on Local Government Review by March 11, 2024.

**Q. Who pays the cost of putting the local government review question on the ballot?**

According to [13-1-302](#), MCA, each jurisdiction shall pay their proportionate cost. The county will bill the municipality for their proportionate cost, which cannot include the services of the election administrator or capital expenditures. The proportionate costs shall be only those **additional costs** incurred as a result of the political subdivision holding its election in conjunction with the primary or general election.

For uniformity purposes, those costs should be;

- any extra ballot costs,
- any extra equipment programming costs,
- any extra advertising costs, and;
- any other additional costs incurred because the municipal ballot issue appears on the primary ballot **and** the municipal local government review candidates appear on the general election ballot, if applicable.

**Q. What exactly will voters be asked to decide at the June 4 Primary?**

A. The ballot language is to be substantially as follows, under Section [7-3-175](#), MCA:

**[ ] FOR the review of the government of (*insert name of local government*) and the establishment and funding, not to exceed (*insert dollar or mill amount*), of a local government study commission**

consisting of *(insert number of members)* members to examine the government of *(insert name of local government)* and submit recommendations on the government.

**[ ] AGAINST** the review of the government of *(insert name of local government)* and the establishment and funding, not to exceed *(insert dollar or mill amount)*, of a local government study commission consisting of *(insert number of members)* members to examine the government of *(insert name of local government)* and submit recommendations on the government.

**Q. What happens if a voter is eligible to vote in the county election and in the city election?**

A. Since the local government review election is for cities **and** counties, an elector who lives within the city limits will be presented with the question of whether to hold a local government review election twice (once for the county of residence and once for the city of residence.)

**Q. Do we have to report the results to the Secretary of State's Office?**

A. Even though you do not provide the canvass for other local election results to the Secretary of State, according to Section [7-3-174\(2\)](#), MCA, the election administrator shall report the results of the local government review ballot question and the results of the election of commissioner members (if applicable) to the Secretary of State within 15 days of the official canvass. The report of results will have to be filed 15 days after the primary election canvass, and 15 days after the general election canvass (if applicable).

**Q. How many commission positions will be open after the primary, if the voters choose to have a commission?**

A. Under Section [7-3-177](#), MCA, the study commission must be an odd number of not less than three members, determined by resolution.

**Q. When will candidate filing open and close?**

A. If a majority of voters voting on the question at the primary election vote in favor of the study commission, candidate filing will open on the date that the primary election results are certified (the primary canvass), and will close **August 12, 85 days before the general election.**

**Q. Where are the candidate filing forms?**

A. Declaration for nomination forms can be found on the Secretary of State's [website](#).

**Q. Is this a partisan election? Will there be a primary? Are filing fees required? Can election officials of the local government be candidates for the study commission?**

A. According to Section [7-3-176](#), MCA, the election is a nonpartisan election, there will be no primary election, and there are no filing fees. Also, the candidates are not permitted to be elected officials of the local government.

**Q. Does a person have to live within the jurisdiction being studied to be a candidate?**

A. Yes, candidates for study commission positions must be electors of the local government for which the study commission has been established. Candidates may not be elected officials of the local government.

## Local Government Review Calendar

| DATE                            | ACTION                                                                                                                                                                                                                    | MCA SECTION                |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| March 11, 2024                  | Deadline for governing bodies to call for local government review                                                                                                                                                         | <a href="#">7-3-173(2)</a> |
| <b>June 4, 2024</b>             | Primary election citizens vote on whether or not they want to conduct local government review                                                                                                                             | <a href="#">7-3-173(2)</a> |
| No later than June 18, 2024     | Results canvassed and returned as provided in Title 13; beginning of study commission candidate filing (assuming vote is in favor of study commission)                                                                    | <a href="#">7-3-174(1)</a> |
| July 3, 2024                    | Deadline for local government review results to be delivered to the Secretary of State (within 15 days of the date that the results become official)                                                                      | <a href="#">7-3-174(2)</a> |
| August 12, 2024                 | Last day for local government review commission candidates to file declaration of nomination by 5:00 p.m. (assuming vote is in favor of study commission)<br>**No filing fee<br>**Nonpartisan declaration<br>**No primary | <a href="#">7-3-176(2)</a> |
| <b>November 5, 2024</b>         | Election for study commissioners                                                                                                                                                                                          | <a href="#">7-3-176</a>    |
| No later than November 19, 2024 | Results to be canvassed and returned as provided in Title 13                                                                                                                                                              | <a href="#">7-3-174(1)</a> |
| December 4, 2024                | Deadline for local government review results to be delivered to the Secretary of State (within 15 days of the official canvass)                                                                                           | <a href="#">7-3-174(2)</a> |

# SAMPLE NOTICE

## NOTICE OF LOCAL GOVERNMENT REVIEW ELECTION

At the June 4<sup>th</sup> primary election, voters in the cities/towns of \_\_\_\_\_ and \_\_\_\_\_ County will be asked whether or not they wish to have their form of local government reviewed.

The local government review was initiated by Article XI, Section 9 of the 1972 Constitution and the first review was conducted in 1974. Required every ten years, the local government review election asks voters to decide if they want to elect study commissions to review their city and county governments.

If a majority of the electors vote in favor of having a study commission to examine the form of local government, the study commission members will be elected at the November 5<sup>th</sup>, 2024 general election.

Interested individuals can file after the primary election as a candidate for the study commission with the County Election Administrator. There is no filing fee, and the race is nonpartisan. Candidates must be electors of the local government for which the study commission has been established and cannot be elected officials of the local government. Filing for the positions of study commission members will open after the primary election results are certified and close at 5:00 p.m. on August 12, 2024.

The purpose of the study commission is to study the existing form and powers of the local government and compare them with other forms available under the laws of the state. The study commission members must write a report detailing their recommendations for changes to the local government.

The final report of the study commission is presented to the voters of the local government for approval or rejection. The report must be presented to the registered electors for a vote no later than the 2026 general election (November 3, 2026).

For more information on this election, please contact your county election administrator. A complete list of county office information can be found [here](#).

## **MONTANA'S 6TH LOCAL GOVERNMENT REVIEW – TIMELINE**

### **Montana Code Annotated Title 7, Chapter 3, Part 1 (MCA 7-3-171 – 7-3-193)**

#### **February 2024**

Adopt resolution to place on the ballot the question of establishing a study commission that includes number of commissioners and amount of funding not to exceed \$X,XXX (MCA 7-3-173 & 7-3-175).

#### **June 2024**

Local Government Review election on the question of establishing a study commission (MCA 7-14-173). Ballot measure passes with a majority of those voting on the question.

#### **July-August 2024**

Citizens file with county election administrator to be a study commission candidates (MCA 7-3-174). MSU Local Government Center connects with mayor/manager or chair of county commission in jurisdictions that elect to conduct a Local Government Review to provide training and support.

#### **November 2024**

Election or appointment of Study Commissioners (MCA 7-3-174 & 7-3-176). Study Commissioners take office the day the election is declared or certified (MCA 7-3-178) Ex-officio member is appointed by the governing body, must be a current elected official or employee of the local government (MCA 7-3-177).

#### **November/December 2024**

Within 10 days after taking office the Study Commission meets to organize. Date set by the presiding officer (mayor/manager or chair of board of county commission), swear in, elect temporary presiding officer until a permanent presiding officer is selected. Discuss when, where, how to meet, develop budget, decide whether to cooperate with another jurisdiction and consider consolidation or collaboration of services (MCA 7-3-179 & 7-3-180).

#### **December 2024**

MSU Local Government Center hosts study commissioner training.

#### **December 2024 to November 2026**

MSU Local Government Center, Montana Association of Counties, Montana League of Cities and Towns, etc. supports study commission with technical assistance, training and community engagement.

Study Commission reviews power, form, and plan of government. Either chooses “no change” or makes recommendation to voters by November election in 2026 (MCA 7-3-192 and 7-3-149). Within 60 days of adoption of the Local Government Review report, submits reports to appropriate agencies and publishes findings (MCA 7-3-187 through 191).

**RESOLUTION NUMBER 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, CALLING FOR AN ELECTION ON THE QUESTION OF CONDUCTING A LOCAL GOVERNMENT REVIEW AND ESTABLISHING A STUDY COMMISSION**

**WHEREAS**, Section 9, Article XI of the Constitution of the State of Montana requires that each unit of local government shall conduct an election once every ten years to determine whether the local government will undertake a local government review procedure; and

**WHEREAS**, 7-3-173(2) M.C.A. requires that the governing body shall call for an election, to be held on the primary election date, on the question of conducting a local government review and establishing a study commission; and

**WHEREAS**, 7-3-184 M.C.A. provides for the support of the study commission, for each fiscal year that the study commission is in existence, and the city shall appropriate \$200,000.00 (the equivalent of approximately 0.74 mills) to fund the study, and the local government may levy mills in excess of all other mill levies authorized by law to fund the appropriation for the support of the study commission. Upon termination of the study commission, unexpended money reverts to the general fund of the City of Billings.

**WHEREAS**, the Billings City Council is the governing body of the City of Billings and therefore must call for the election required by Section 9, Article XI of the Montana Constitution and 7-3-173 M.C.A. on the question of conducting a local government review and establishing a study commission.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:**

1. The City Council of Billings hereby calls for an election on the question of conducting a local government review and electing a study commission to be held at the primary election on June 4, 2024.
2. If the voters decide in favor of conducting a local government review, a study commission comprised of seven members shall be elected at the general election of November 5, 2024.
3. Pursuant to 7-3-175, M.C.A. the question of conducting a local government review shall be submitted to the electors in substantially the following form:

*Vote for one:*

[ ] FOR the review of the government of the City of Billings and the establishment and funding, not to exceed \$200,000, of a local government study commission consisting of

seven members to examine the government of the City of Billings and submit recommendations on the government.

[ ] AGAINST the review of the government of the City of Billings and the establishment and funding, not to exceed \$200,000, of a local government study commission consisting of seven members to examine the government of the City of Billings and submit recommendations on the government.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 12 day of February, 2024.

THE CITY OF BILLINGS:

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

**ATTEST:**

BY: \_\_\_\_\_  
Denise Bohlman, City Clerk

**City Council Regular**

**Date:** 02/26/2024  
**Title:** County Short Term Jail Request  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** NA

---

**RECOMMENDATION**

Council approve the attached draft letter dated February 26 to the Yellowstone County Commissioners and Sheriff, providing financial support to the County's proposal to construct a short-term detention facility.

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

A lack of incarceration space in the Yellowstone County Detention facility continues to cause significant problems for safety in our community. In order to bridge the gap between our current situation and the construction of an expanded jail, the City offered a cash incentive asking the County to open a temporary short-term detention facility.

The proposed project will primarily hold low-risk offenders who pose a risk to the community but have not been charged with a crime severe enough to warrant detention in the limited space currently available at the main Yellowstone County Detention Facility (YCDF). This short-term holding facility will be a pre-arraignment hold only, with most inmates being released on a bond and/or GPS monitoring after seeing a judge and some being remanded to the main YCDF. Right now, many of these offenses are going without consequence in our community, due to overcrowding at YCDF and a flagrant disregard of the criminal justice system by persons accused of these crimes.

The attached draft letter is in response to the previous letters dated November 7, 2023, January 30, 2024, between the City and County regarding the construction of a short-term holding facility. The letter proposes the City provide \$2,000,000 in cash over three fiscal years with a series of conditions. (see attached Feb. 26, 2024 draft letter)

The improvement of safety remains the City's top priority.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Amend the enclosed draft letter.

**FISCAL EFFECTS**

The City proposes providing approx. \$2.7 million in value to Yellowstone County. \$2.0 million of which is in cash over three fiscal years (\$500k FY2024, \$750k FY 2025 and \$750k FY 2026).

---

**Attachments**

2-6-24 Draft letter to YC  
City request to YC  
County response & counter proposal y



February 26, 2024

P.O. Box 1178  
Billings, MT 59103  
P 406.657.8433  
F 406.657.8390

Yellowstone County Commissioners  
Attn: John Ostlund, Chair  
316 North 26<sup>th</sup> Street, Room 3101  
P.O. Box 35000  
Billings, MT 59107

Yellowstone County Sheriff  
Mike Linder  
2323 2<sup>nd</sup> Avenue North  
P.O. Box 35017  
Billings, MT 59107

Dear Commissioners and Sheriff Linder,

Thank you for the Commissioners' letter dated January 30, 2024, confirming your interest in developing a short-term holding facility at the Yellowstone County Detention Facility (YCDF). The Billings City Council has authorized me to provide the following response.

The City of Billings believes that a short-term holding facility of the type generally described in your letter will contribute significantly to the ability of the Billings Police Department to enforce the laws and ensure that the public is safe, and we applaud your efforts to make this facility a reality.

To confirm, this project will primarily hold low-risk offenders who pose a risk to the community but have not been charged with a crime severe enough to warrant detention in the limited space currently available at the main YCDF. This short-term holding facility will be a pre-arraignment hold only, with most inmates being released on a bond and/or GPS monitoring after seeing a judge and some being remanded to the main YCDF. Right now, many of these offenses are going without consequence in our community due to overcrowding at YCDF, contributing to a flagrant disregard of the criminal justice system by persons accused of these crimes.

To expedite the short-term holding facility project and ensure it can be constructed quickly, the City of Billings is prepared to offer the following:

- Transfer to the County of \$500,000, as included in our FY24 budget. These dollars come primarily from the City's allocation of marijuana tax revenues and would be released after the County has signed all necessary contracts with Schutz Foss Architects, P.C. and commenced the design/construction phase of the project.
- An additional transfer of \$1.5 million during fiscal year 2025 and fiscal year 2026 divided equally between those two years. These dollars will likely come primarily from a combination of marijuana tax revenues and general fund appropriations.

In exchange, we request the following:

- The City, County, and Yellowstone County Sheriff's Office (YCSO) will work to develop a written agreement spelling out mutual expectations as soon as possible. This one-time, fixed financial contribution by the City will be contingent on the completion of all 96 beds as proposed by the County's consultant, Schutz Foss Architects, P.C. Neither party will have any obligations until the agreement is approved by all parties and signed. In addition to other issues, the agreement will address the following.
- The County and the YCSO will be solely responsible for the construction, operation, and maintenance of the facility. Any unexpected construction costs would be borne by the County.
- The County and YCSO will indemnify and hold harmless the City of Billings for any claims, errors, or omissions that may arise from the construction, operation, and maintenance, of the facility.
- The County and YCSO will ensure that the Billings Police Department has available to it, for short-term detention, at least 30 beds every 24 hours averaged over time. The beds may be used for the pre-arraignment holding of any non-violent or low-risk offender, without regard for the exact type of charge. These beds are intended to add capacity for this class of offenders, and more serious offenders of the type already being incarcerated shall not count toward this minimum allocation.
  - We understand that the County has concerns about the enforcement of municipal infractions and are happy to discuss a reasonable limitation. The YCSO would retain reasonable discretion to refuse any offender who could not be safely housed in the facility based on normal YCSO operating policies (e.g., due to medical reasons, etc.).
- The County and YCSO will not, at any time now or in the future, seek payment or contribution from the City for post-agreement costs related to occupancy, operations, or maintenance. No party will have any liability to any other party for pre-agreement costs or charges related to occupancy, operations, or maintenance incurred before the agreement is signed.
- The County and YCSO will work diligently to have the short-term holding facility open, for at least 30 beds, no later than 15 months after the County signs a design contract with Schutz Foss Architects, P.C. If the facility is not available for use within

30 days of that completion date, the City will reduce its contribution by \$50,000 per month (or \$1,613 per day) until the facility is operational.

Finally, we note that, while this short-term holding facility is an important and necessary strategy for reducing crime in our community, it is no replacement for an expansion of capacity at YCDF. The City has enjoyed many months of productive conversations with the County and YCSO to develop a planning process and proposal for jail expansion, and we look forward to continuing that partnership. We know the County and YCSO are urgently preparing to meet the need for detention in Yellowstone County, and we pledge to continue our support and collaboration for your work on the larger jail expansion project.

Very truly yours,

William A. Cole, Mayor

DRAFT



November 7, 2023

P.O. Box 1178  
Billings, MT 59103  
P 406.657.8433

Yellowstone County Commissioners  
Attn: John Ostlund, Chair  
316 North 26<sup>th</sup> Street, Room 3101  
P.O. Box 35000  
Billings, MT 59107

Yellowstone County Sheriff  
Mike Linder  
2323 2<sup>nd</sup> Avenue North  
P.O. Box 35017  
Billings, MT 59107

Re: Proposal for a temporary misdemeanor pre-arraignment detention facility

Dear Commissioners and Sheriff Linder,

As stated in our April 2023 letter to you regarding a jail needs assessment, the City of Billings stands ready to partner with Yellowstone County to address overcrowding at the Yellowstone County Detention Facility (YCDF), as well as inefficiencies throughout the local criminal justice system. We know that a multi-pronged approach will be needed to move cases more quickly, support effective prosecution, and bring down barriers between jurisdictions. We applaud the efforts of county leaders to establish a working group to evaluate needs at YCDF and make recommendations to the Criminal Justice Coordinating Committee. We appreciate the opportunity to participate in the working group and would like to continue identifying areas of collaboration that enhance public safety.

Specifically, in the Fiscal Year 2024 budget, City Council voted to allocate funds to enter into an agreement with the Yellowstone County Sheriff's Office (YSCO) to develop a temporary, pre-arraignment misdemeanor detention facility. As you know, our community and the surrounding areas are plagued with individuals who commit crimes – often multiple infractions in short periods of time – and flagrantly defy the criminal justice system. They disrespect police officers, fail to appear in court, avoid warrants, and continue to walk free in the community without consequence. This situation must come to an end. Importantly, we must give officers tools to ensure that individuals are held accountable for their first offense, before criminal behaviors escalate into more violent crimes.

Municipalities in Montana have limited authority to operate detention facilities, but Council recognizes the need for additional system capacity. At the same time, we believe that innovation and expediency are important as well. City Council has discussed the issue many times during its meetings and voted to set aside an initial \$500,000 to demonstrate our seriousness in working with both the Commission and YCSO. At the direction of City Council, I offer the following proposal for your consideration:

- The City of Billings would like to enter an Interlocal Agreement, pursuant to §7-32-2243 and Title 7, Chapter 11, Part 1, MCA, to establish a temporary, secure facility designated to hold low-risk misdemeanor offenders prior to arraignment.
- The City will contribute an initial \$500,000 to Yellowstone County in FY24 for the development and operation of a temporary/modular structure[s] for use as secure inmate housing.
- Contract amounts for subsequent fiscal years to be negotiated, based on an initial projected annual operating cost of \$700,000-\$800,000 per year;
- Funds will be provided on a lump sum basis, rather than a per-bed or occupancy basis.
- The term of the agreement will be negotiated, but is anticipated to be between 3-5 years, subject to appropriations.
- Yellowstone County Sheriff's Office is solely responsible for the erection, operation, staffing, maintenance, inspecting, repairing, and security of the facility.
- Yellowstone County Sheriff's Office is solely responsible for the health, safety, and security of the inmates housed in the facility.
- At least 20 beds will be designated for misdemeanor offenders arrested within the city limits of Billings and must be available for holding those offenders upon being presented to the facility by law enforcement until an arraignment is held on the charges for which the person was arrested.
- No person will be held at the facility after an arraignment on the charges for which the person was arrested and YCSO will ensure that individuals remanded to YCDF following arraignment will be held at the main detention facility, not the pre-arraignment facility.

The City understands the County is currently evaluating systematic changes to alleviate jail overcrowding, but we believe it is worthwhile to explore this option as a stop-gap measure to address the immediate need for housing criminal offenders until a more permanent solution is found. Therefore, this proposal is intended to be temporary and not a permanent solution to the jail overcrowding, providing an opportunity for the City and County to test the idea and determine the actual need for secure beds to hold misdemeanor offenders.

There are different options for modular/temporary facilities that could be utilized for this proposed purpose. For example, Sprung Structures provides temporary structures that can be used as temporary holding cells or secure housing units. (For more information, please see <https://www.sprung.com/structures/commercial-buildings/correctional-facilities/>.) Attached is a preliminary estimate for a 50' W x 155' L structure and, although this may not include all

necessary specifications or information, it is provided to give an idea of what may be available within the budget proposed by the City.

I am sure there are other points that will need to be included. I would like to invite you and your key staff to meet with me and other city representatives to discuss this matter with the hope of drafting an Interlocal Agreement to memorialize this commitment. It is our hope to commence negotiations as soon as possible. Please reach out to me with any questions, as well as your availability, to further discuss this issue.

Sincerely,

A handwritten signature in black ink that reads "GDahl for". The signature is written in a cursive, somewhat informal style.

Chris Kukulski  
City Administrator

Enc.

cc: Mayor and Council  
Chief of Police  
City Attorney  
Municipal Court Judge

# Yellowstone County



COMMISSIONERS  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
bocc@yellowstonecountymt.gov

January 30, 2024

**RECEIVED**

**JAN 31 2024**

**Mayor**

Billings City Council  
Attn: Bill Cole, Mayor/Chair  
210 N. 27<sup>th</sup> Street  
Billings, MT 59101

RE: Temporary Detention Facility

Mayor Cole & Members of the City Council:

In your letter dated November 7, 2023 concerning a Short-Term Detention Facility (STDF), you expressed the desire to partner with Yellowstone County and enter into an interlocal agreement to develop and operate a STDF. Your letter stated there are individuals committing crimes, often multiple infractions in short periods of time, who flagrantly defy the criminal justice system. They disrespect law enforcement, fail to appear in court, avoid warrants and continue to walk free in the community without consequence. A STDF will give law enforcement a powerful tool in making sure individuals are held accountable for their first offense, before criminal behaviors escalate into violent felony offenses. An additional benefit will be the boost in morale for law enforcement by assuring that they can arrest an individual at first contact, as appropriate.

Upon receipt of your letter, Yellowstone County engaged Schutz Foss Architects, P.C. (SFA) to review your proposal of a Sprung Instant Structures temporary facility. SFA determined this type of structure is deemed uninsurable by our carrier and presented us with security issues that could not be resolved as submitted. With these developments, Yellowstone County asked SFA to conceptually design an appropriate building according to your requests, while complying with applicable laws, security needs and guaranteeing insurability.

On January 22, 2024, SFA presented a draft concept for a two-floor addition to the existing YCDF structure. The cost estimate to complete the first floor providing up to 48 beds for male inmates, was estimated at \$4.7 million, including professional services and contingency estimates. The cost to complete the second floor with 48 beds is estimated at an additional \$1.3-1.5 million. In sum, the total project cost is approximately \$6 million.

We view this project as a partnership with the City of Billings, providing significant benefits to the City, its police staff and legal department, along with the County and its citizens. An equal share in this construction would yield an obligation to the City of \$3 million. Keep in mind that this will present a material and unilateral obligation to the County for operating this facility. Aside from an estimated staffing requirement of an additional six FTEs at the facility, the County will likely look at operational costs of almost \$100 per bed per night. This is a challenging funding consideration for us.

Yellowstone County accepts your previous offer of \$500,000 in FY24 and request a future payment of \$2.5 million to cover half the cost of this project. This project will reduce crime, hold offenders accountable for their actions and increase the morale of law enforcement officers. It is exactly what the citizens of the City of Billings and Yellowstone County want to see – collaboration by the City and County to solve some of the criminal justice issues plaguing our citizens. The community will view this positively if we are able to construct this project using reserves, and not incur debt or request a tax increase. This will help taxpayers understand our frugal approach, given how we approached this project and the previous 148-bed expansion which didn't involve a tax increase either. When we request a bond and a mill levy increase for extensive jail expansion, a future project to solve lack of inmate capacity at YCDF, we can honestly and openly demonstrate to them that we have always looked for ways to avoid additional debt and a property tax increase, but the overall expansion will be of such scale as to give us no other choice.


Finally, we offer to draft an interlocal agreement to confirm our partnership. In it, we will clearly define Yellowstone County's obligation to cover all operational costs associated with this facility now and into the future. We hope to finalize our agreement promptly in order that we can finalize plans and initiate activities to get construction in place.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

  
John Ostlund, Chair

  
Mark Morse, Member

  
Donald W. Jones, Member

**City Council Regular**

**Date:** 02/26/2024  
**Title:** Payment of Claims for week of January 22nd, 2024  
**Presented by:** Erin Watterud  
**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 \$2,756,268.44 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 alteratives 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**

CouncilMemo wk of 01222024

| Check Date | Check # | Name                | Fund Name     | Amount      | Item Desc                                               |
|------------|---------|---------------------|---------------|-------------|---------------------------------------------------------|
| 01/22/2024 | 867941  | Advanced Employment | Public Safety | \$ 105.00   | 1360092760, cleaning PD3                                |
| 01/22/2024 | 867941  | Advanced Employment | Solid Waste   | \$ 2,265.90 | Contract labor at Landfill week ending 12/17/2023.      |
| 01/22/2024 | 867941  | Advanced Employment | Solid Waste   | \$ 582.40   | Contract labor at Landfill week ending 12/24/2023.      |
| 01/22/2024 | 867941  | Advanced Employment | Solid Waste   | \$ 1,983.80 | Contract labor at Landfill week ending 12/24/2023.      |
| 01/22/2024 | 867941  | Advanced Employment | Solid Waste   | \$ 536.90   | Contract labor at Landfill week ending 12/31/2023.      |
| 01/22/2024 | 867941  | Advanced Employment | Solid Waste   | \$ 436.80   | Contract work at Landfill for week ending 1/7/2024.     |
| 01/22/2024 | 867941  | Advanced Employment | Solid Waste   | \$ 873.60   | Contract work at the Landfill for week ending 1/7/2024. |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 620.12   | 5502372                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 151.36   | 5502529                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 398.75   | 5502533                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 12.62    | 5502641                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 111.10   | 5503350                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 428.26   | 5503465                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 129.88   | 5503575                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 5.64     | 5503761                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 29.38    | 5503761                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 12.36    | 5503761                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 10.50    | 5503761                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 1.72     | 5503762                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 48.32    | 5503762                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 7.50     | 5503762                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Fleet         | \$ 45.47    | 5503762                                                 |
| 01/22/2024 | 867947  | Archie Cochrane     | Public Safety | \$ 398.75   | 5502409 - EG1Z13411                                     |
| 01/22/2024 | 867947  | Archie Cochrane     | Public Safety | \$ 323.75   | 5502471 - DG1Z9J                                        |
| 01/22/2024 | 867947  | Archie Cochrane     | Public Safety | \$ 46.62    | 5502471 - SHIPPING                                      |
| 01/22/2024 | 867947  | Archie Cochrane     | Transit       | \$ (15.00)  | 5458280_Hose                                            |
| 01/22/2024 | 867947  | Archie Cochrane     | Transit       | \$ 205.63   | 5471433_DEF Injector                                    |
| 01/22/2024 | 867949  | AT & T              | Airport       | \$ 824.15   | Airport                                                 |
| 01/22/2024 | 867949  | AT & T              | Building      | \$ 45.24    | Building Manager                                        |
| 01/22/2024 | 867949  | AT & T              | Building      | \$ 513.11   | PW-Building Cell Phones                                 |
| 01/22/2024 | 867949  | AT & T              | Building      | \$ 466.38   | PW-Building Surfaces                                    |
| 01/22/2024 | 867949  | AT & T              | CDBG          | \$ 145.80   | Comm Dev                                                |
| 01/22/2024 | 867949  | AT & T              | Court Grants  | \$ 135.72   | Muni Court DC                                           |
| 01/22/2024 | 867949  | AT & T              | Engineering   | \$ 174.20   | Engineering Tablets                                     |

| Check Date | Check # | Name   | Fund Name    | Amount      | Item Desc                           |
|------------|---------|--------|--------------|-------------|-------------------------------------|
| 01/22/2024 | 867949  | AT & T | Engineering  | \$ 147.58   | PW-Engineering Cell Phones and MiFi |
| 01/22/2024 | 867949  | AT & T | Facilities   | \$ 45.24    | Facilities BOC                      |
| 01/22/2024 | 867949  | AT & T | Facilities   | \$ 31.70    | Facilities BOC                      |
| 01/22/2024 | 867949  | AT & T | Facilities   | \$ 13.54    | Facilities BOC                      |
| 01/22/2024 | 867949  | AT & T | Facilities   | \$ 45.24    | Facilities BOC                      |
| 01/22/2024 | 867949  | AT & T | Facilities   | \$ 86.46    | Facilities BOC/CH                   |
| 01/22/2024 | 867949  | AT & T | Facilities   | \$ 28.86    | Facilities BOC/CH                   |
| 01/22/2024 | 867949  | AT & T | Facilities   | \$ 45.24    | Facilities City Hall                |
| 01/22/2024 | 867949  | AT & T | Facilities   | \$ (154.76) | Facilities City Hall                |
| 01/22/2024 | 867949  | AT & T | Facilities   | \$ 90.48    | Facilities Managers                 |
| 01/22/2024 | 867949  | AT & T | Fleet        | \$ 45.59    | Motor Pool                          |
| 01/22/2024 | 867949  | AT & T | General      | \$ 471.70   | Code Enforcement                    |
| 01/22/2024 | 867949  | AT & T | General      | \$ 45.24    | Finance Purchasing                  |
| 01/22/2024 | 867949  | AT & T | General      | \$ 45.24    | Human Resources                     |
| 01/22/2024 | 867949  | AT & T | General      | \$ 180.96   | Legal Dept                          |
| 01/22/2024 | 867949  | AT & T | General      | \$ 50.28    | Legal                               |
| 01/22/2024 | 867949  | AT & T | General      | \$ 243.78   | PRPL - Recreation Division          |
| 01/22/2024 | 867949  | AT & T | General      | \$ -        | REC Seasonal                        |
| 01/22/2024 | 867949  | AT & T | General      | \$ 104.52   | Rec Tablets                         |
| 01/22/2024 | 867949  | AT & T | IT Resources | \$ 50.28    | IT Department -On call Phone -      |
| 01/22/2024 | 867949  | AT & T | Library      | \$ 198.61   | Library                             |
| 01/22/2024 | 867949  | AT & T | Library      | \$ 107.40   | Library Out Reach                   |
| 01/22/2024 | 867949  | AT & T | P.W. Admin   | \$ 32.63    | PWBLKNP OFFICE -50/50               |
| 01/22/2024 | 867949  | AT & T | P.W. Admin   | \$ 32.62    | PWBLKNP OFFICE -50/50               |
| 01/22/2024 | 867949  | AT & T | Park Dist 1  | \$ 335.43   | Parks Dept.                         |
| 01/22/2024 | 867949  | AT & T | Park Dist 1  | \$ -        | Parks Seasonal                      |
| 01/22/2024 | 867949  | AT & T | Park Dist 1  | \$ 543.62   | PRPL Parks Tablets                  |
| 01/22/2024 | 867949  | AT & T | Parking      | \$ -        | Parking Division Meter Maintenance  |
| 01/22/2024 | 867949  | AT & T | Parking      | \$ 226.20   | Parking Phones and scanner          |
| 01/22/2024 | 867949  | AT & T | Parking      | \$ 366.78   | Parking Phones and scanner          |
| 01/22/2024 | 867949  | AT & T | PD Program   | \$ 160.56   | CCSIU Toughbook                     |
| 01/22/2024 | 867949  | AT & T | PD Program   | \$ 45.55    | Domestic Violence                   |
| 01/22/2024 | 867949  | AT & T | Phone System | \$ 45.24    | IT Department -On call Phone -      |
| 01/22/2024 | 867949  | AT & T | Phone System | \$ 82.64    | IT iPads                            |

| Check Date | Check # | Name   | Fund Name      | Amount      | Item Desc                                               |
|------------|---------|--------|----------------|-------------|---------------------------------------------------------|
| 01/22/2024 | 867949  | AT & T | Phone System   | \$ 67.86    | TeleComm Manager                                        |
| 01/22/2024 | 867949  | AT & T | Planning       | \$ 67.86    | #NAME?                                                  |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 272.99   | Animal Control Cell Phones                              |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 321.12   | Animal Control -MDT                                     |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ -        | Assistant chiefs new iPads                              |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 289.02   | Comm. Center 9-1-1                                      |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 40.14    | Detective Chartier -Toughbook                           |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 444.13   | FIRE CRADLEPOINT                                        |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 1,347.10 | Fire Department Cell Phones                             |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 374.90   | FIRE EMS                                                |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 135.72   | Fire EMS Cell Phone                                     |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 198.72   | FIRE INSPECTIONS                                        |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 269.46   | Fire iPads                                              |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 40.14    | Fire iPads                                              |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 126.82   | Fire iPads                                              |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 799.46   | Fire Station iPads                                      |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 85.69    | ICAC -Campbell and Spare                                |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 693.01   | MDT Fire                                                |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 83.39    | POLICE CRADLEPOINT                                      |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 126.04   | POLICE CSO                                              |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 3,902.58 | Police Department Cell Phone                            |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 50.28    | Police -Drone                                           |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 240.84   | Police MDT Toughbooks and Loaner MDT's                  |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 5,218.20 | Police MDT Toughbooks and Loaner MDT's                  |
| 01/22/2024 | 867949  | AT & T | Public Safety  | \$ 287.20   | Yellowstone County Cellular Charges -Three cradlepoints |
| 01/22/2024 | 867949  | AT & T | Solid Waste    | \$ 400.66   | SOLID WASTE Cell and iPads                              |
| 01/22/2024 | 867949  | AT & T | Solid Waste    | \$ 139.36   | SOLID WASTE Cell and iPads                              |
| 01/22/2024 | 867949  | AT & T | Street/Traffic | \$ 372.55   | School Flashers                                         |
| 01/22/2024 | 867949  | AT & T | Street/Traffic | \$ 43.34    | Street Traffic iPads                                    |
| 01/22/2024 | 867949  | AT & T | Street/Traffic | \$ 681.32   | Street Traffic iPads                                    |
| 01/22/2024 | 867949  | AT & T | Transit        | \$ 33.37    | MET Supervisor Cell Phones                              |
| 01/22/2024 | 867949  | AT & T | Transit        | \$ 42.27    | MET Supervisor Cell Phones                              |
| 01/22/2024 | 867949  | AT & T | Transit        | \$ 45.22    | MET Supervisor Cell Phones                              |
| 01/22/2024 | 867949  | AT & T | Transit        | \$ 8.07     | MET Supervisor Cell Phones                              |

| Check Date | Check # | Name                      | Fund Name      | Amount      | Item Desc                                              |
|------------|---------|---------------------------|----------------|-------------|--------------------------------------------------------|
| 01/22/2024 | 867949  | AT & T                    | Transit        | \$ 50.27    | MET Supervisor Cell Phones                             |
| 01/22/2024 | 867949  | AT & T                    | Transit        | \$ 50.27    | MET Supervisor Cell Phones                             |
| 01/22/2024 | 867949  | AT & T                    | Transit        | \$ 50.27    | MET Supervisor Cell Phones                             |
| 01/22/2024 | 867949  | AT & T                    | Transit        | \$ 50.27    | MET Supervisor Cell Phones                             |
| 01/22/2024 | 867949  | AT & T                    | Transit        | \$ 645.35   | MET Transit Tablets                                    |
| 01/22/2024 | 867949  | AT & T                    | Transit        | \$ 389.74   | MET Transit Tablets                                    |
| 01/22/2024 | 867949  | AT & T                    | Wastewater     | \$ 180.88   | PW Environmental                                       |
| 01/22/2024 | 867949  | AT & T                    | Wastewater     | \$ 382.01   | PWBELKNAP-DIST COLL CELL PHONES 50/50                  |
| 01/22/2024 | 867949  | AT & T                    | Wastewater     | \$ 475.60   | PWBLKNP Electricians -Phones                           |
| 01/22/2024 | 867949  | AT & T                    | Wastewater     | \$ 28.20    | PWBLKNP STORES -75/25                                  |
| 01/22/2024 | 867949  | AT & T                    | Wastewater     | \$ 755.67   | PWBLNP-WWTRMNT1 Wastewater Treatment Plant & iPads     |
| 01/22/2024 | 867949  | AT & T                    | Wastewater     | \$ 104.52   | PWBLNP-WWTRMNT1 Wastewater Treatment Plant & iPads     |
| 01/22/2024 | 867949  | AT & T                    | Wastewater     | \$ 516.00   | PW-Distribution Collection Tablets 50/50               |
| 01/22/2024 | 867949  | AT & T                    | Wastewater     | \$ (69.72)  | PW-Environmental                                       |
| 01/22/2024 | 867949  | AT & T                    | Wastewater     | \$ 12.90    | PW-Environmental                                       |
| 01/22/2024 | 867949  | AT & T                    | Water          | \$ 382.01   | PWBELKNAP-DIST COLL CELL PHONES 50/50                  |
| 01/22/2024 | 867949  | AT & T                    | Water          | \$ 1,049.35 | PWBELKNAP-WT Water Treatment                           |
| 01/22/2024 | 867949  | AT & T                    | Water          | \$ 472.64   | PWBLKNP COMM-METER CityWorks/Neptune                   |
| 01/22/2024 | 867949  | AT & T                    | Water          | \$ 149.04   | PWBLKNP MTRSHOP CELL PHONE AND IPADS                   |
| 01/22/2024 | 867949  | AT & T                    | Water          | \$ 373.81   | PWBLKNP MTRSHOP CELL PHONE AND IPADS                   |
| 01/22/2024 | 867949  | AT & T                    | Water          | \$ 84.61    | PWBLKNP STORES -75/25                                  |
| 01/22/2024 | 867949  | AT & T                    | Water          | \$ 516.00   | PW-Distribution Collection Tablets 50/50               |
| 01/22/2024 | 867952  | Avery Dennison            | Street/Traffic | \$ 1,403.00 | inv#61793874valve head/t fence/scale for sign machine  |
| 01/22/2024 | 867952  | Avery Dennison            | Street/Traffic | \$ 1,607.84 | inv#61794373ink cartridges/sheeting for sign machine   |
| 01/22/2024 | 867952  | Avery Dennison            | Street/Traffic | \$ 23.76    | inv#61794759tube for waste tank                        |
| 01/22/2024 | 867957  | Blngs Construction Supply | Fleet          | \$ 147.98   | 24116                                                  |
| 01/22/2024 | 867957  | Blngs Construction Supply | Fleet          | \$ 250.74   | 24155                                                  |
| 01/22/2024 | 867957  | Blngs Construction Supply | Park Dist 1    | \$ 138.96   | toilet rental for centennial park-10670                |
| 01/22/2024 | 867957  | Blngs Construction Supply | Park Dist 1    | \$ 172.17   | toilet rental for Mary street-invoice 10635            |
| 01/22/2024 | 867957  | Blngs Construction Supply | Solid Waste    | \$ 136.74   | Landfill Toilet Rental Site: S236. 12/1/23 - 12/31/23. |
| 01/22/2024 | 867957  | Blngs Construction Supply | Solid Waste    | \$ 129.74   | Landfill Toilet Rental Site: S479. 12/1/23 - 12/31/23. |
| 01/22/2024 | 867957  | Blngs Construction Supply | Solid Waste    | \$ 65.68    | Safety hard hats. Collections.                         |
| 01/22/2024 | 867957  | Blngs Construction Supply | Street/Traffic | \$ 125.53   | inv#I10326toilet rental at airport property            |
| 01/22/2024 | 867957  | Blngs Construction Supply | Street/Traffic | \$ 129.74   | inv#I10610rental of toilet at airport property         |

| Check Date | Check # | Name                      | Fund Name       | Amount       | Item Desc                                                  |
|------------|---------|---------------------------|-----------------|--------------|------------------------------------------------------------|
| 01/22/2024 | 867957  | Blngs Construction Supply | Wastewater      | \$ 131.96    | Rod & Gun Club Toilet Rental 12/01/23-12                   |
| 01/22/2024 | 867957  | Blngs Construction Supply | Water           | \$ 37.50     | tool repair                                                |
| 01/22/2024 | 867957  | Blngs Construction Supply | Water           | \$ 1,647.00  | Traffic Control for Main Break at Centra                   |
| 01/22/2024 | 867957  | Blngs Construction Supply | Water           | \$ 860.00    | Traffic Control for water service repair                   |
| 01/22/2024 | 867958  | Billings Depot            | Engineering     | \$ 15,177.22 | February Rent                                              |
| 01/22/2024 | ACH     | Border States             | Street/Traffic  | \$ 2,254.64  | inv#9275519516th ave north vault replacement               |
| 01/22/2024 | ACH     | Border States             | Wastewater      | \$ 12.97     | flush cut pliers                                           |
| 01/22/2024 | ACH     | Border States             | Wastewater      | \$ 14.99     | screwdriver                                                |
| 01/22/2024 | ACH     | Border States             | Wastewater      | \$ 6,774.40  | WRF Control System Software                                |
| 01/22/2024 | ACH     | Border States             | Water           | \$ 4,184.85  | Control System Software Update WTP                         |
| 01/22/2024 | ACH     | Border States             | Water           | \$ 54.90     | electrical materials for Floc Mixer VFD                    |
| 01/22/2024 | ACH     | Border States             | Water           | \$ 33.99     | replacement tape measure                                   |
| 01/22/2024 | ACH     | Border States             | Water           | \$ 377.52    | Staple 3/2 VFD Replacement supplies                        |
| 01/22/2024 | ACH     | Border States             | Water           | \$ 318.28    | wiring for Floc Mixer VFD replacements                     |
| 01/22/2024 | ACH     | Burns & McDonnell Eng     | Water           | \$ 29,907.51 | WO 19-42 West End Water Treatment Plant Project            |
| 01/22/2024 | 867965  | Cengage Learning          | Library         | \$ 4,416.67  | 82980352 Chilton Library 11/23 - 11/24                     |
| 01/22/2024 | 867968  | CGL Management Group      | General         | \$ 63,840.10 | C. Justice System Efficiency & Court Expansion Consulting  |
| 01/22/2024 | 867974  | Cushing Terrell           | St Maint Dist   | \$ 11,606.68 | WO 23-45 Remote Salt Storage Bldg - Services Contract      |
| 01/22/2024 | 867975  | Dakota Supply Group       | Water           | \$ 967.44    | 6" X 20" CI FC CLAMP - F1-724 X 20 X SH                    |
| 01/22/2024 | 867975  | Dakota Supply Group       | Water           | \$ 1,709.73  | 8" HYMAX COUPLING - 8.54-9.84 (86054021716)                |
| 01/22/2024 | 867976  | Dell Computer L P         | General         | \$ 215.38    | 1 24" Monitor and Conferencing Sound bar                   |
| 01/22/2024 | 867976  | Dell Computer L P         | General         | \$ 430.76    | 2- 24" Monitor and 2- Conferencing Sound bar               |
| 01/22/2024 | 867976  | Dell Computer L P         | General         | \$ 195.83    | 24" Monitor and sound bar -Front Court room podium         |
| 01/22/2024 | 867976  | Dell Computer L P         | General         | \$ 1,569.34  | Dell Latitude 5540, i7. 16GB RAM, 1TB SSD                  |
| 01/22/2024 | 867976  | Dell Computer L P         | PD Program      | \$ 1,505.00  | Dell Latitude 5540, i7, 16GB RAM, 1TB SSD                  |
| 01/22/2024 | 867977  | Desert Mountain           | Street/Traffic  | \$ 4,851.29  | inv#23-112939ice slicer                                    |
| 01/22/2024 | 867981  | DOWL                      | Tax Incrmnt N27 | \$ 58,052.32 | WO 23-11 Downtown 2-Way Street Conversion                  |
| 01/22/2024 | 867982  | Downtown Billings BID     | Downtown BID    | \$ 56,143.06 | Tax Year 2023; BID Assess.; Internal City Owned Properties |
| 01/22/2024 | 867982  | Downtown Billings BID     | Parks Maint     | \$ 2,500.00  | contract maintenance for PMD 11 & PMD 13 (Oct-Dec 2023)    |
| 01/22/2024 | 867982  | Downtown Billings BID     | Parks Maint     | \$ 2,500.00  | contract maintenance for PMD 11 & PMD 13 (Oct-Dec 2023)    |
| 01/22/2024 | 867983  | Duncan Parking Tech       | Parking         | \$ 4.32      | CC TRANSACTION FEE                                         |
| 01/22/2024 | 867983  | Duncan Parking Tech       | Parking         | \$ 178.20    | CC TRANSACTION FEE                                         |
| 01/22/2024 | 867983  | Duncan Parking Tech       | Parking         | \$ 1,281.50  | LIBERTY METERS                                             |
| 01/22/2024 | 867983  | Duncan Parking Tech       | Parking         | \$ 1,281.50  | LIBERTY METERS 10/2/2023                                   |

| Check Date | Check # | Name                      | Fund Name   | Amount      | Item Desc                                               |
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| 01/22/2024 | 867984  | Earth First Aid Recycling | Solid Waste | \$ 1,938.00 | Residential Cardboard Recycling - December 2023         |
| 01/22/2024 | 867984  | Earth First Aid Recycling | Solid Waste | \$ 2,594.25 | Residential Cardboard Recycling - November 2023         |
| 01/22/2024 | 867986  | Facts On File             | Library     | \$ 5,081.58 | INV451688 American History Online, Science 1/24 - 12/24 |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 27.17    | P128029.01                                              |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 30.80    | P1-28030-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 34.30    | P1-28030-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 30.16    | P1-28030-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 10.58    | P1-28030-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 44.87    | P1-28030-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 50.45    | P1-28030-02                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 43.92    | P1-28088-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 71.60    | P1-28088-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 22.04    | P1-28088-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 15.04    | P1-28088-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 179.40   | P1-28088-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 28.81    | P1-28088-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 44.87    | P1-28088-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 96.72    | P128170.01                                              |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 7.88     | P1-28183-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 24.58    | P1-28183-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 23.82    | P1-28183-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 15.08    | P1-28183-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 3.44     | P1-28183-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 36.96    | P1-28183-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 44.92    | P1-28183-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 8.16     | P1-28183-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 28.81    | P1-28244-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 37.70    | P1-28244-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 13.98    | P1-28244-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 43.92    | P1-28244-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 3.95     | P1-28324-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 179.40   | P1-28324-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 157.08   | P1-28324-01                                             |
| 01/22/2024 | ACH     | Galles                    | Fleet       | \$ 66.09    | P1-28324-01                                             |

| Check Date | Check # | Name            | Fund Name      | Amount      | Item Desc                          |
|------------|---------|-----------------|----------------|-------------|------------------------------------|
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 7.88     | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 13.98    | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 28.81    | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 40.36    | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 15.08    | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 3.47     | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 10.68    | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 13.48    | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 22.04    | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 17.72    | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 21.16    | P1-28371-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 3.80     | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 23.82    | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 15.04    | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 10.09    | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 37.76    | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 5.08     | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 15.08    | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 28.81    | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 66.09    | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 6.40     | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 16.08    | P1-28439-01                        |
| 01/22/2024 | ACH     | Galles          | Fleet          | \$ 20.74    | U11155                             |
| 01/22/2024 | ACH     | Galles          | Solid Waste    | \$ 497.47   | Inner Air Element                  |
| 01/22/2024 | ACH     | Galles          | Solid Waste    | \$ 574.29   | Outer Air Element                  |
| 01/22/2024 | ACH     | Galles          | Solid Waste    | \$ 709.72   | Outer Air Element                  |
| 01/22/2024 | ACH     | Galles          | Solid Waste    | \$ 627.44   | RS3509 SUB                         |
| 01/22/2024 | ACH     | Galles          | Wastewater     | \$ 5.43     | P1-27993-01 - 9200039- unit #7909  |
| 01/22/2024 | ACH     | Galles          | Water          | \$ 5.43     | P1-27993-01 - 9200039- unit #7909  |
| 01/22/2024 | 867989  | Geveko Markings | Street/Traffic | \$ 2,505.16 | inv#10305012207heat tape           |
| 01/22/2024 | ACH     | HDR             | Engineering    | \$ 293.21   | WO 20-33 Public Works GIS Services |
| 01/22/2024 | ACH     | HDR             | Light Maint    | \$ 75.89    | WO 20-33 Public Works GIS Services |
| 01/22/2024 | ACH     | HDR             | P.W. Admin     | \$ 837.38   | WO 20-33 Public Works GIS Services |
| 01/22/2024 | ACH     | HDR             | Solid Waste    | \$ 341.51   | WO 20-33 Public Works GIS Services |

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|------------|---------|--------------------------|------------------|---------------|----------------------------------------------------------|
| 01/22/2024 | ACH HDR |                          | Storm Sewer      | \$ 933.11     | WO 20-33 Public Works GIS Services                       |
| 01/22/2024 | ACH HDR |                          | Street/Traffic   | \$ 1,149.57   | WO 20-33 Public Works GIS Services                       |
| 01/22/2024 | ACH HDR |                          | Wastewater       | \$ 1,255.64   | WO 20-33 Public Works GIS Services                       |
| 01/22/2024 | ACH HDR |                          | Water            | \$ 3,737.60   | WO 20-33 Public Works GIS Services                       |
| 01/22/2024 | ACH HDR |                          | Water            | \$ 3,280.89   | WO 24-20 Water Treatment Plant Underground Leaks Assess. |
| 01/22/2024 | 867997  | High Point Networks      | Phone System     | \$ 5,662.00   | Qty. 2 Palo Alto PA-445 -BOC and Belknap                 |
| 01/22/2024 | 867999  | Horizon 3 AL             | IT Resources     | \$ 24,960.00  | 1 year agreement -Cloud Hosted PEN Testing Services      |
| 01/22/2024 | 868001  | InfoSend                 | P.W. Admin       | \$ 3,409.89   | Statements/Letters service for 12/01/202                 |
| 01/22/2024 | 868001  | InfoSend                 | P.W. Admin       | \$ 13,972.86  | Statements/Letters service for 12/01/202                 |
| 01/22/2024 | 868006  | Interstate Power Systems | Transit          | \$ 2,742.91   | R007059979:01. Transmission Repair Unit 1842             |
| 01/22/2024 | 868007  | Invoice Cloud            | Building         | \$ 195.40     | services for 12/01/23-12/31-23                           |
| 01/22/2024 | 868007  | Invoice Cloud            | City Ins Fund    | \$ 42.92      | services for 12/01/23-12/31-23                           |
| 01/22/2024 | 868007  | Invoice Cloud            | Parking          | \$ 854.02     | services for 12/01/23-12/31-23                           |
| 01/22/2024 | 868007  | Invoice Cloud            | Solid Waste      | \$ 8,266.86   | services for 12/01/23-12/31-23                           |
| 01/22/2024 | 868007  | Invoice Cloud            | Wastewater       | \$ 9,988.38   | services for 12/01/23-12/31-23                           |
| 01/22/2024 | 868007  | Invoice Cloud            | Water            | \$ 14,528.09  | services for 12/01/23-12/31-23                           |
| 01/22/2024 | 868009  | K2 Civil                 | Solid Waste      | \$ 237,671.28 | WO 22-47 Landfill Slope Stability Improvements           |
| 01/22/2024 | 868011  | Kone                     | Library          | \$ 12,250.32  | Annual Maintenance and phone monitoring 1/24 - 12/24     |
| 01/22/2024 | 868011  | Kone                     | Parking          | \$ 245.18     | PARK 1 COB MAINTENANCE 12/1/23-12/31/23                  |
| 01/22/2024 | 868011  | Kone                     | Parking          | \$ 735.54     | PARK 2 COB MAINTENANCE 12/1/23-12/31/23                  |
| 01/22/2024 | 868011  | Kone                     | Parking          | \$ 490.36     | PARK 3 COB MAINTENANCE 12/1/23-12/31/23                  |
| 01/22/2024 | 868024  | Montana Dakota Utilities | General          | \$ 142.35     | 112 138 9381 8                                           |
| 01/22/2024 | 868024  | Montana Dakota Utilities | General          | \$ 200.83     | 703 760 1000 8                                           |
| 01/22/2024 | 868024  | Montana Dakota Utilities | General          | \$ 74.12      | 879 660 1000 8                                           |
| 01/22/2024 | 868024  | Montana Dakota Utilities | General          | \$ 369.03     | 902 360 1000 6                                           |
| 01/22/2024 | 868024  | Montana Dakota Utilities | Public Safety    | \$ 725.61     | 307 111 5825 0                                           |
| 01/22/2024 | 868024  | Montana Dakota Utilities | Public Safety    | \$ 415.66     | 668 670 1000 2                                           |
| 01/22/2024 | 868024  | Montana Dakota Utilities | Public Safety    | \$ 296.12     | 672 860 1000 3                                           |
| 01/22/2024 | 868024  | Montana Dakota Utilities | Public Safety    | \$ 1,049.15   | 819 360 1000 8                                           |
| 01/22/2024 | 868024  | Montana Dakota Utilities | Public Safety    | \$ 26.67      | 930 442 2308 4                                           |
| 01/22/2024 | 868024  | Montana Dakota Utilities | Water            | \$ 55.68      | 162 660 1000 4                                           |
| 01/22/2024 | 868029  | MT Dept of Rev-CGR2      | Arterial Streets | \$ 14,232.99  | WO 09-12 Inner Belt Loop Northwest Billings Connector    |
| 01/22/2024 | 868029  | MT Dept of Rev-CGR2      | Solid Waste      | \$ 2,400.72   | WO 22-47 Landfill Slope Stability Improvements           |
| 01/22/2024 | 868029  | MT Dept of Rev-CGR2      | Trl Donate       | \$ 1,411.54   | WO 21-38 Warren Trans_Weave Const Contract               |

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| 01/22/2024 | 868029  | MT Dept of Rev-CGR2 | Wastewater | \$ 936.21  | WO 23-01 2023 Sewer Main Replacement; Princeton Ave  |
| 01/22/2024 | 868029  | MT Dept of Rev-CGR2 | Wastewater | \$ -       | WO 23-01 2023 Sewer Main Replacement; Ponderosa Dr   |
| 01/22/2024 | 868029  | MT Dept of Rev-CGR2 | Wastewater | \$ -       | WO 23-01 2023 Sewer Main Replacement; Burlington Ave |
| 01/22/2024 | 868029  | MT Dept of Rev-CGR2 | Wastewater | \$ -       | WO 23-01 2023 Sewer Main Replacement; Montana Ave    |
| 01/22/2024 | 868029  | MT Dept of Rev-CGR2 | Wastewater | \$ -       | WO 23-01 2023 Sewer Main Replacement; 1st Ave South  |
| 01/22/2024 | 868029  | MT Dept of Rev-CGR2 | Water      | \$ -       | WO 23-01 Zone 6 Water Main Replacement               |
| 01/22/2024 | 868030  | Napa                | Building   | \$ 13.34   | 3977-541741 - 2725                                   |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ (17.20) | 3977-538982 - FUNNEL                                 |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ (8.84)  | 3977-538982 - GIANT FUNNEL                           |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ (15.92) | 3977-538982 - XLG FUNNEL                             |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 17.20   | 3977-539186 - FUNNEL                                 |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 8.84    | 3977-539186 - GIANT FUNNEL                           |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 15.92   | 3977-539186 - XLG FUNNEL                             |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 8.00    | 3977-539337                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 2.21    | 3977-539431                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 45.66   | 3977-539431                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 16.97   | 3977-539431                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 69.41   | 3977-539446                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 17.75   | 3977-539446                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 23.84   | 3977-539446                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 5.85    | 3977-539537                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 48.68   | 3977-539537                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 53.70   | 3977-539853                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 33.90   | 3977-539853                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 24.76   | 3977-540045                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 23.48   | 3977-540110                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 40.14   | 3977-540312                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 62.70   | 3977-540476                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 276.10  | 3977-540476                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 15.90   | 3977-540478                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 16.00   | 3977-540547                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 23.50   | 3977-540547                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 31.00   | 3977-540547                                          |
| 01/22/2024 | 868030  | Napa                | Fleet      | \$ 10.00   | 3977-540573                                          |

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|------------|---------|---------------------|-------------|-----------|----------------------------------|
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 13.02  | 3977-540573                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 25.20  | 3977-540573                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 290.17 | 3977-540800                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 54.50  | 3977-540873                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 22.04  | 3977-540873                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 15.00  | 3977-540905                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 45.45  | 3977-541383                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 31.25  | 3977-541546                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 290.17 | 3977-541546                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 49.42  | 3977-541546                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 16.66  | 3977-541592                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 3.42   | 3977-541677                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 17.30  | 3977-541934                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 17.30  | 3977-541935                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 9.77   | 3977-541958                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 53.18  | 3977-541985                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 92.56  | 3977-542016                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 119.90 | 3977-542019                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 79.99  | 3977-542107                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 71.49  | 3977-542156                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 82.08  | 3977-542157                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 167.16 | 3977-542157                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 26.43  | 3977-542157                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 55.00  | 3977-542157                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 9.56   | 3977-542260                      |
| 01/22/2024 | 868030  | Napa                | Fleet       | \$ 376.56 | 3977-543918                      |
| 01/22/2024 | 868030  | Napa                | Solid Waste | \$ 3.55   | 3977-539588 - OIL FILTER         |
| 01/22/2024 | 868035  | NorthWestern Energy | Airport     | \$ 152.49 | 1647695-4. De lcer. January 2024 |
| 01/22/2024 | 868035  | NorthWestern Energy | CDBG        | \$ 18.49  | 930 Steffanich Dr                |
| 01/22/2024 | 868035  | NorthWestern Energy | General     | \$ 42.29  | 0712387-0                        |
| 01/22/2024 | 868035  | NorthWestern Energy | General     | \$ 191.95 | 0712536-2                        |
| 01/22/2024 | 868035  | NorthWestern Energy | General     | \$ 670.25 | 0712538-8                        |
| 01/22/2024 | 868035  | NorthWestern Energy | General     | \$ 54.90  | 0720818-4                        |
| 01/22/2024 | 868035  | NorthWestern Energy | General     | \$ 297.52 | 0720821-8                        |

| Check Date | Check # | Name                      | Fund Name      | Amount       | Item Desc                                      |
|------------|---------|---------------------------|----------------|--------------|------------------------------------------------|
| 01/22/2024 | 868035  | NorthWestern Energy       | Library        | \$ 6,216.71  | 3039007-4 Library electricity December 2023    |
| 01/22/2024 | 868035  | NorthWestern Energy       | Park Dist 1    | \$ 19.38     | 0722287-0                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Park Dist 1    | \$ 47.48     | 0813489-2                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Park Dist 1    | \$ 11.01     | 1836666-6                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Park Dist 1    | \$ 11.29     | 1849408-8                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Park Dist 1    | \$ 35.11     | 1904944-4                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Park Dist 1    | \$ 57.08     | 3241436-9                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Park Dist 1    | \$ -         | 4086220-3                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Parking        | \$ 184.49    | 3835890-9                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Parks Maint    | \$ 0.55      | 1029192-0                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Parks Maint    | \$ 0.82      | 1265177-4                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Parks Maint    | \$ 0.68      | 1948667-9                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Parks Maint    | \$ 4.78      | 2055817-7                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Public Safety  | \$ 463.59    | 0720817-6                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Public Safety  | \$ 810.35    | 0871546-8                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Public Safety  | \$ 461.48    | Electrical Services Station 6                  |
| 01/22/2024 | 868035  | NorthWestern Energy       | Street/Traffic | \$ 0.27      | 1740357-7                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Street/Traffic | \$ 0.54      | 1748896-6                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Transit        | \$ 2,632.46  | 0100473-8. Metroplex. January 2024             |
| 01/22/2024 | 868035  | NorthWestern Energy       | Transit        | \$ 537.40    | 0719225-5                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Wastewater     | \$ 73,892.59 | 0100591-7                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Water          | \$ 948.46    | 0100485-2                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Water          | \$ 3,696.92  | 0722264-9                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Water          | \$ 3,269.47  | 0723040-2                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Water          | \$ 69.85     | 0723059-2                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Water          | \$ 567.71    | 1116452-2                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Water          | \$ 155.12    | 1142253-2                                      |
| 01/22/2024 | 868035  | NorthWestern Energy       | Water          | \$ 3,707.10  | 4519 Hesper Rd, December 2023                  |
| 01/22/2024 | 868038  | Performance Eng & Consult | Park Dist 1    | \$ 2,409.93  | WO 23-15 River Edge Trail Consultant Agreement |
| 01/22/2024 | 868038  | Performance Eng & Consult | Park Dist 1    | \$ 914.40    | WO 23-15 River Edge Trail Consultant Agreement |
| 01/22/2024 | 868038  | Performance Eng & Consult | Tax Incrmnt S  | \$ 3,499.43  | WO 23-15 River Edge Trail Consultant Agreement |
| 01/22/2024 | 868039  | Perimeter Solutions       | Public Safety  | \$ 7,584.00  | FIRE FOAM                                      |
| 01/22/2024 | 868040  | Polydyne                  | Wastewater     | \$ 58,608.00 | chemical supplies, Clarifloc C-3289            |
| 01/22/2024 | ACH     | RDO Equipment             | Solid Waste    | \$ 173.00    | Air Filters for Landfill units 0263 & 0269.    |

| Check Date | Check # | Name                       | Fund Name        | Amount          | Item Desc                                                  |
|------------|---------|----------------------------|------------------|-----------------|------------------------------------------------------------|
| 01/22/2024 | ACH     | RDO Equipment              | Solid Waste      | \$ 1,401.96     | Filter elements for Landfill units 0263 & 0269.            |
| 01/22/2024 | ACH     | RDO Equipment              | Solid Waste      | \$ 1,362.96     | Filter elements for Landfill units 0263 & 0269.            |
| 01/22/2024 | 868044  | Rimrock Foundation         | Court Grants     | \$ 4,299.61     | 23 Dec. Rimrock Counseling Services                        |
| 01/22/2024 | 868044  | Rimrock Foundation         | Court Grants     | \$ 1,028.36     | 23 Dec. Rimrock Treatment Services                         |
| 01/22/2024 | 868046  | Riverside Contracting      | Arterial Streets | \$ 1,409,065.88 | Inner Belt Loop Northwest Billings Connector; Payment 8    |
| 01/22/2024 | 868047  | Routeware                  | Solid Waste      | \$ 8,000.00     | Eight (8) heavy duty replacement tablets                   |
| 01/22/2024 | 868047  | Routeware                  | Solid Waste      | \$ 45.00        | Shipping                                                   |
| 01/22/2024 | 868048  | St V's Occupational Health | Public Safety    | \$ 2,505.92     | FIRE/ANNUAL PHYSICALS                                      |
| 01/22/2024 | 868049  | Sanderson Stewart          | St Maint Dist    | \$ 14,758.50    | WO 24-07 SRTS Projects; Consultant Agreement               |
| 01/22/2024 | 868049  | Sanderson Stewart          | Tax Incrmnt N27  | \$ 692.00       | WO 23-09 5th Ace Corridor-Prelim. Design, Service Contract |
| 01/22/2024 | 868057  | T W Enterprises            | Public Safety    | \$ 1,134.45     | 68803                                                      |
| 01/22/2024 | 868057  | T W Enterprises            | Public Safety    | \$ 1,828.37     | 68804                                                      |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ (15,440.04)  | Credit Memo for Invoice 105-8858 due to being billed FET   |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 7,750.00     | Tire mount and repair. Collections.                        |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 9,645.90     | Tire purchase and repair. Collections.                     |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 2,898.95     | Tire purchase and repair. Collections.                     |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 13,720.00    | Tire purchase. Collections.                                |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 250.00       | Tire purchase. Collections.                                |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 15,440.04    | Tire purchase. Collections.                                |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 13,113.72    | Tire purchase. Landfill.                                   |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 5,688.20     | Tire purchase. Landfill.                                   |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 7,468.50     | Tire repair and purchase. Collections.                     |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 3,881.05     | Tire repair and purchase. Collections.                     |
| 01/22/2024 | 868059  | Tire-Rama                  | Solid Waste      | \$ 6,980.00     | Tire spin off and dismount. Collections.                   |
| 01/22/2024 | 868059  | Tire-Rama                  | Street/Traffic   | \$ 146.15       | 1056686 - TIRE                                             |
| 01/22/2024 | 868059  | Tire-Rama                  | Street/Traffic   | \$ (146.15)     | 1058719 - TIRE                                             |
| 01/22/2024 | 868059  | Tire-Rama                  | Street/Traffic   | \$ 146.15       | 1058719 - TIRE                                             |
| 01/22/2024 | 868059  | Tire-Rama                  | Street/Traffic   | \$ 25.00        | 105-9204 - TIRE REPAIR                                     |
| 01/22/2024 | ACH     | Town & Country Supply      | Fleet            | \$ 10,797.20    | 441688                                                     |
| 01/22/2024 | ACH     | Town & Country Supply      | Fleet            | \$ 3,955.35     | 441688                                                     |
| 01/22/2024 | ACH     | Town & Country Supply      | Fleet            | \$ 3,679.68     | 441688                                                     |
| 01/22/2024 | ACH     | Town & Country Supply      | Fleet            | \$ 5,319.30     | 441688                                                     |
| 01/22/2024 | ACH     | Town & Country Supply      | Fleet            | \$ 2.19         | 441688                                                     |
| 01/22/2024 | ACH     | Town & Country Supply      | Solid Waste      | \$ 12,716.97    | 440801                                                     |

| Check Date | Check # | Name                  | Fund Name      | Amount       | Item Desc                                            |
|------------|---------|-----------------------|----------------|--------------|------------------------------------------------------|
| 01/22/2024 | ACH     | Town & Country Supply | Solid Waste    | \$ 6,578.88  | 440801                                               |
| 01/22/2024 | ACH     | Tractor & Equipment   | Solid Waste    | \$ 1,698.24  | Cartridge AS for Landfill units 0261 & 0262.         |
| 01/22/2024 | ACH     | Tractor & Equipment   | Solid Waste    | \$ 683.88    | Element for Landfill unit 0201.                      |
| 01/22/2024 | ACH     | Tractor & Equipment   | Solid Waste    | \$ 678.16    | Filter and element for Landfill unit 0260.           |
| 01/22/2024 | ACH     | Tractor & Equipment   | Solid Waste    | \$ 1,618.56  | Filters for Landfill unit 0201.                      |
| 01/22/2024 | ACH     | Tractor & Equipment   | Solid Waste    | \$ 381.70    | Main Element for Landfill unit 0265.                 |
| 01/22/2024 | ACH     | Tractor & Equipment   | Street/Traffic | \$ 353.17    | inv#BLCS0827232lights for unit 1205                  |
| 01/22/2024 | 868063  | Tyler Tech            | General        | \$ 1,087.50  | Tax-Wise                                             |
| 01/22/2024 | 868063  | Tyler Tech            | General        | \$ 120.35    | Tax-Wise                                             |
| 01/22/2024 | 868063  | Tyler Tech            | IT Resources   | \$ 1,059.52  | Yellowstone County Jail Annual New World Maintenance |
| 01/22/2024 | 868063  | Tyler Tech            | IT Resources   | \$ 370.44    | Yellowstone County Jail Annual New World Maintenance |
| 01/22/2024 | 868063  | Tyler Tech            | Public Safety  | \$ 2,639.50  | Fire Records Annual New World Maintenance            |
| 01/22/2024 | 868063  | Tyler Tech            | Public Safety  | \$ 10,650.09 | Police Annual New World Maintenance                  |
| 01/22/2024 | 868066  | Verizon Wireless      | Engineering    | \$ 27.32     | PW-Engineering                                       |
| 01/22/2024 | 868066  | Verizon Wireless      | Fleet          | \$ 107.69    | Motor Pool                                           |
| 01/22/2024 | 868066  | Verizon Wireless      | General        | \$ 174.15    | City Administrator                                   |
| 01/22/2024 | 868066  | Verizon Wireless      | General        | \$ 40.01     | Code Enforcement Laptop                              |
| 01/22/2024 | 868066  | Verizon Wireless      | General        | \$ 40.01     | Code Enforcement Manager Laptop                      |
| 01/22/2024 | 868066  | Verizon Wireless      | General        | \$ 27.32     | Public Information Office Laptop                     |
| 01/22/2024 | 868066  | Verizon Wireless      | PD Program     | \$ 634.79    | CCSIU Cell/PTT +two new lines and a new phone        |
| 01/22/2024 | 868066  | Verizon Wireless      | PD Program     | \$ 80.02     | CCSIU RAVEN                                          |
| 01/22/2024 | 868066  | Verizon Wireless      | Phone System   | \$ 80.02     | WRF Cradle Point Belknap Cradle Point                |
| 01/22/2024 | 868066  | Verizon Wireless      | Public Safety  | \$ 40.01     | Bait Car                                             |
| 01/22/2024 | 868066  | Verizon Wireless      | Public Safety  | \$ 60.05     | Fire MDT                                             |
| 01/22/2024 | 868066  | Verizon Wireless      | Public Safety  | \$ 80.02     | Fire MDT                                             |
| 01/22/2024 | 868066  | Verizon Wireless      | Public Safety  | \$ 440.11    | MDT Toughbooks                                       |
| 01/22/2024 | 868066  | Verizon Wireless      | Public Safety  | \$ 61.49     | Police Bait Car                                      |
| 01/22/2024 | 868066  | Verizon Wireless      | Public Safety  | \$ 50.03     | Police iPads                                         |
| 01/22/2024 | 868066  | Verizon Wireless      | Public Safety  | \$ 10.02     | Police MiFi                                          |
| 01/22/2024 | 868066  | Verizon Wireless      | Solid Waste    | \$ 56.42     | PW-Solid Waste                                       |
| 01/22/2024 | 868066  | Verizon Wireless      | Solid Waste    | \$ 94.00     | PW-SW-ON CALL Solid Waste On Call                    |
| 01/22/2024 | 868066  | Verizon Wireless      | Solid Waste    | \$ 24.20     | PW-SW-ON CALL Solid Waste On Call                    |
| 01/22/2024 | 868066  | Verizon Wireless      | Solid Waste    | \$ 524.52    | Solid Waste Tablets -Routware                        |
| 01/22/2024 | 868066  | Verizon Wireless      | Street/Traffic | \$ 174.67    | PW-Streets iPads -Street Cameras                     |

| Check Date | Check # | Name                    | Fund Name      | Amount        | Item Desc                                              |
|------------|---------|-------------------------|----------------|---------------|--------------------------------------------------------|
| 01/22/2024 | 868066  | Verizon Wireless        | Street/Traffic | \$ -          | PW-Streets City Works                                  |
| 01/22/2024 | 868066  | Verizon Wireless        | Street/Traffic | \$ 233.01     | PW-STRT TRFC Streets                                   |
| 01/22/2024 | 868066  | Verizon Wireless        | Transit        | \$ 309.02     | MET AVL                                                |
| 01/22/2024 | 868066  | Verizon Wireless        | Transit        | \$ 1,120.28   | MET Max Transit                                        |
| 01/22/2024 | 868066  | Verizon Wireless        | Transit        | \$ 970.34     | MET Max Transit                                        |
| 01/22/2024 | 868066  | Verizon Wireless        | Wastewater     | \$ 400.10     | MET Tablets                                            |
| 01/22/2024 | 868066  | Verizon Wireless        | Water          | \$ 27.32      | PWBLKNP Water Treatment                                |
| 01/22/2024 | 868066  | Verizon Wireless        | Water          | \$ 67.33      | PWBLNP Comm-Meter CityWorks/Neptune                    |
| 01/22/2024 | 868066  | Verizon Wireless        | Water          | \$ 40.01      | PWBLNP Comm-Meter CityWorks/Neptune                    |
| 01/22/2024 | 868067  | Vermeer Mountain West   | Street/Traffic | \$ 51,789.07  | brush chipper per attached                             |
| 01/22/2024 | 868068  | Warren Transport        | Trl Donate     | \$ 139,742.34 | WO 21-38 Schedule II Skyline Trail (Marathan Loop)     |
| 01/22/2024 | 868069  | Western Municipal Const | Wastewater     | \$ 92,684.59  | WO 23-01 2023 Sewer Main Replacement; Princeton Ave    |
| 01/22/2024 | 868069  | Western Municipal Const | Wastewater     | \$ -          | WO 23-01 2023 Sewer Main Replacement; Ponderosa Drive  |
| 01/22/2024 | 868069  | Western Municipal Const | Wastewater     | \$ -          | WO 23-01 2023 Sewer Main Replacement; Montana Ave      |
| 01/22/2024 | 868069  | Western Municipal Const | Wastewater     | \$ -          | WO 23-01 2023 Sewer Main Replacement; 1st Ave South    |
| 01/22/2024 | 868069  | Western Municipal Const | Wastewater     | \$ -          | WO 23-01 2023 Sewer Main Replacement; Burlington Ave   |
| 01/22/2024 | 868069  | Western Municipal Const | Water          | \$ -          | WO 23-01 2023 Sewer Main Replacement; Water Main       |
| 01/22/2024 | 868072  | Zoho                    | IT Resources   | \$ 2,867.00   | upgrade our existing UEM (Unified Endpoint Management) |

**City Council Regular**

**Date:** 02/26/2024  
**Title:** Payment of Claims for week of January 29th, 2024  
**Presented by:** Erin Watterud  
**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 \$1,400,498.88 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

**ALTERNATIVES**

No other alteratives 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**

CouncilMemowk01292024

| Check Date | Check # | Name                    | Fund Name       | Amount         | Item Desc                                            |
|------------|---------|-------------------------|-----------------|----------------|------------------------------------------------------|
| 01/29/2024 | 868074  | A & E Architects        | Facilities      | \$ 2,360.00    | Contract for Professional Architectural Services     |
| 01/29/2024 | 868074  | A & E Architects        | Tax Incrmnt N27 | \$ 3,620.00    | consultant for skypoint restoration-2318601          |
| 01/29/2024 | 868075  | A+ Electric Motor       | Park Dist 1     | \$ 5,269.19    | motor for stewart pump - 6521091                     |
| 01/29/2024 | 868075  | A+ Electric Motor       | Park Dist 1     | \$ 4,960.93    | pump for centennial park - 6521092                   |
| 01/29/2024 | 868079  | Alta Planning & Design  | Planning        | \$ 8,934.25    | Professional Services Through December 29, 2023      |
| 01/29/2024 | 868080  | Altec Industries        | Street/Traffic  | \$ 130,892.00  | 2021 Aerial lift truck                               |
| 01/29/2024 | 868080  | Altec Industries        | Street/Traffic  | \$ 5,137.00    | 5yr engine/transmission warranty                     |
| 01/29/2024 | 868080  | Altec Industries        | Street/Traffic  | \$ (10,000.00) | Trade of unit 1123                                   |
| 01/29/2024 | 868081  | Altitude Signal         | St Maint Dist   | \$ 64,600.00   | WO 23-99 Traffic Controller Equipment Upgrade        |
| 01/29/2024 | 868085  | Askin Construction      | Water           | \$ 108,331.08  | WO 22-45 Willett Pump Station Improvements           |
| 01/29/2024 | 868087  | Baker Tilly             | General         | \$ 44,500.00   | Comprehensive Cost of Services Study                 |
| 01/29/2024 | 868088  | Beartooth Environmental | Solid Waste     | \$ 15,714.50   | Manifest 024095482JJK; 024095183JJK; MT2023492       |
| 01/29/2024 | 868094  | Brenntag Pacific        | Street/Traffic  | \$ 10,133.61   | inv#BPI402378 hicothaw for streets                   |
| 01/29/2024 | 868094  | Brenntag Pacific        | Wastewater      | \$ 6,075.00    | Chemical supplies                                    |
| 01/29/2024 | 868105  | Consolidated Electrical | Street/Traffic  | \$ 2,623.50    | 0725 1169330                                         |
| 01/29/2024 | 868113  | Dakota Supply Group     | Water           | \$ 2,898.00    | 1" INCH COPPER HORNS - METER LOOPS                   |
| 01/29/2024 | 868113  | Dakota Supply Group     | Water           | \$ 9,936.00    | 1" INCH COPPER HORNS - METER LOOPS                   |
| 01/29/2024 | 868113  | Dakota Supply Group     | Water           | \$ 97.94       | ASPHALT BLACK MARKING PAINT                          |
| 01/29/2024 | 868113  | Dakota Supply Group     | Water           | \$ 64.62       | MARKING PAINT FLUORESCENT - HOT PINK # (SO3612)      |
| 01/29/2024 | 868113  | Dakota Supply Group     | Water           | \$ 265.85      | MARKING PAINT GREEN - GREEN SPRAYON #3631            |
| 01/29/2024 | 868113  | Dakota Supply Group     | Water           | \$ 2,517.87    | Willett butterfly valve for #3 pump Proj             |
| 01/29/2024 | 868115  | Dana Safety Supply      | Fleet           | \$ 192.50      | 887910                                               |
| 01/29/2024 | 868115  | Dana Safety Supply      | Public Safety   | \$ 21.50       | 877910 - FACEPLATE                                   |
| 01/29/2024 | 868115  | Dana Safety Supply      | Public Safety   | \$ 218.96      | 877964 - HEADLIGHT                                   |
| 01/29/2024 | 868115  | Dana Safety Supply      | Public Safety   | \$ 18.00       | 877964 - SHIPPING                                    |
| 01/29/2024 | 868115  | Dana Safety Supply      | Public Safety   | \$ 904.00      | 878139 - MOUNT                                       |
| 01/29/2024 | 868115  | Dana Safety Supply      | Public Safety   | \$ 22.00       | 878139 - SHIPPING                                    |
| 01/29/2024 | 868115  | Dana Safety Supply      | Public Safety   | \$ 2,850.00    | 887910 - INSTALL                                     |
| 01/29/2024 | 868115  | Dana Safety Supply      | Public Safety   | \$ 395.00      | 887910 - LOOM, WIRE,CONNECT,HARDWARE                 |
| 01/29/2024 | 868115  | Dana Safety Supply      | Public Safety   | \$ 989.25      | 888317 - MOTION ATTACHMENT                           |
| 01/29/2024 | 868118  | Dell Marketing          | Wastewater      | \$ 1,069.74    | FY24 TRP Replacement, 2 CPU's WTP, 1 CPU             |
| 01/29/2024 | 868118  | Dell Marketing          | Water           | \$ 2,388.37    | FY24 TRP Replacement, 2 CPU's WTP, 1 CPU             |
| 01/29/2024 | 868123  | DOWL                    | Gas Tax         | \$ 1,616.25    | WO 23-50 Gabel Road Hogan Slough Culvert Replacement |
| 01/29/2024 | 868123  | DOWL                    | Storm Sewer     | \$ 1,616.25    | WO 23-50 Gabel Road Hogan Slough Culvert Replacement |

| Check Date | Check # | Name                | Fund Name        | Amount      | Item Desc                                                |
|------------|---------|---------------------|------------------|-------------|----------------------------------------------------------|
| 01/29/2024 | 868124  | Ecoverse Industries | Solid Waste      | \$ 5,024.88 | Door lock. Air filter housing-CO for Landfill Unit 0252. |
| 01/29/2024 | 868127  | Energy Laboratories | Wastewater       | \$ 433.00   | WO B24010041...sample analysis                           |
| 01/29/2024 | 868127  | Energy Laboratories | Wastewater       | \$ 320.00   | WO B24010261, sample analysis                            |
| 01/29/2024 | 868127  | Energy Laboratories | Wastewater       | \$ 1,532.00 | WO B24010587, sample analysis                            |
| 01/29/2024 | 868127  | Energy Laboratories | Wastewater       | \$ 508.00   | Work Order # B23121295,Analysis                          |
| 01/29/2024 | 868127  | Energy Laboratories | Wastewater       | \$ 345.00   | Work Order B23121793, Analysis                           |
| 01/29/2024 | 868133  | Fisher's Tech       | Airport          | \$ 33.48    | Invoice #1256946. Copy Machine Maintenance               |
| 01/29/2024 | 868133  | Fisher's Tech       | CDBG             | \$ 158.74   | Fisher's Tech - Invoice #1257529 - December 2023         |
| 01/29/2024 | 868133  | Fisher's Tech       | Central Services | \$ 431.50   | Copy Fund 1234398- City Clerk FEQ27873                   |
| 01/29/2024 | 868133  | Fisher's Tech       | Central Services | \$ 786.50   | Copy Fund 1256947                                        |
| 01/29/2024 | 868133  | Fisher's Tech       | Central Services | \$ 35.35    | Copy Fund 1257527                                        |
| 01/29/2024 | 868133  | Fisher's Tech       | Central Services | \$ 18.47    | Copy Fund 1258682                                        |
| 01/29/2024 | 868133  | Fisher's Tech       | Central Services | \$ 10.31    | Copy Fund 1259214                                        |
| 01/29/2024 | 868133  | Fisher's Tech       | Central Services | \$ 161.03   | Copy Fund 1260366                                        |
| 01/29/2024 | 868133  | Fisher's Tech       | Central Services | \$ 62.56    | Copy Fund 1261940                                        |
| 01/29/2024 | 868133  | Fisher's Tech       | Central Services | \$ 123.61   | Copy Fund 1261941                                        |
| 01/29/2024 | 868133  | Fisher's Tech       | Central Services | \$ 122.90   | Copy Fund 1263409                                        |
| 01/29/2024 | 868133  | Fisher's Tech       | Engineering      | \$ 4.28     | Contract base rate charge                                |
| 01/29/2024 | 868133  | Fisher's Tech       | General          | \$ 150.56   | copier charges for PRPL office - 1257528                 |
| 01/29/2024 | 868133  | Fisher's Tech       | General          | \$ 150.57   | copier charges for PRPL office - 1257528                 |
| 01/29/2024 | 868133  | Fisher's Tech       | General          | \$ 165.26   | copier machine charges for BCC-1257530                   |
| 01/29/2024 | 868133  | Fisher's Tech       | Park Dist 1      | \$ 150.57   | copier charges for PRPL office - 1257528                 |
| 01/29/2024 | 868133  | Fisher's Tech       | Public Safety    | \$ 70.95    | 1260103, FEQ19189                                        |
| 01/29/2024 | 868133  | Fisher's Tech       | Public Safety    | \$ 28.85    | 1265550, FEQ36384 contract invoice                       |
| 01/29/2024 | 868133  | Fisher's Tech       | Public Safety    | \$ 15.45    | BLACK & WHITE COPIES                                     |
| 01/29/2024 | 868133  | Fisher's Tech       | Public Safety    | \$ 151.03   | COLOR COPIES                                             |
| 01/29/2024 | 868133  | Fisher's Tech       | Public Safety    | \$ 65.97    | Fishers 1245580, FEQ36378 contract invoice               |
| 01/29/2024 | 868133  | Fisher's Tech       | Public Safety    | \$ 157.79   | Fishers 1264076, contract invoice FEQ35508, 35509, 35510 |
| 01/29/2024 | 868133  | Fisher's Tech       | Public Safety    | \$ 25.00    | Fisher's S& H on toner, Fishers 1255015                  |
| 01/29/2024 | 868133  | Fisher's Tech       | Public Safety    | \$ 329.66   | Police Fund 1260365- 2PB01307                            |
| 01/29/2024 | 868133  | Fisher's Tech       | Public Safety    | \$ 3.50     | Police Fund 1260903- 23D14851                            |
| 01/29/2024 | 868133  | Fisher's Tech       | Solid Waste      | \$ 307.99   | Contract overage charge 11/1/2023 - 11/30/2023           |
| 01/29/2024 | 868133  | Fisher's Tech       | Solid Waste      | \$ 62.11    | Contract overage charge 11/18/2023 - 12/17/2023          |
| 01/29/2024 | 868133  | Fisher's Tech       | Street/Traffic   | \$ 89.86    | inv#1263410copier agreement                              |

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|------------|---------|------------------------------|------------------|----------------|-----------------------------------------------------------|
| 01/29/2024 | 868133  | Fisher's Tech                | Transit          | \$ 170.65      | Invoice #1268245. Copy Machine Maintenance                |
| 01/29/2024 | 868133  | Fisher's Tech                | Water            | \$ 113.08      | Contract/Overage fees for 11/30/23-12/30                  |
| 01/29/2024 | 868134  | Gallagher Benefit Services   | City Ins Fund    | \$ 33,250.00   | Ongoing Health & Welfare Consulting January - June 2024   |
| 01/29/2024 | 868140  | Gunarama Wholesale           | Public Safety    | \$ 6,810.00    | GW 1241175, simunition guns, mags                         |
| 01/29/2024 | 868147  | Iaff                         | Payroll Clearing | \$ 5,865.52    | Payroll Summary                                           |
| 01/29/2024 | 868149  | Industrial Coating Solutions | Planning         | \$ 1,238.00    | Art Weldment materials - PLNMOB (Terry Porta project)     |
| 01/29/2024 | 868149  | Industrial Coating Solutions | Planning         | \$ 2,306.00    | Kids Fridge Materials - PLNMOB (Terry Porta project)      |
| 01/29/2024 | 868161  | Klimate Heating              | Wastewater       | \$ 3,276.43    | Replaced gas fired furnace in Electrical                  |
| 01/29/2024 | 868161  | Klimate Heating              | Water            | \$ 953.00      | Building Air Filter Replacements                          |
| 01/29/2024 | 868164  | Kone                         | Airport          | \$ 302.00      | FY24 Elevator/Escalator Maintenance - IP9                 |
| 01/29/2024 | 868164  | Kone                         | Airport          | \$ 124.36      | FY24 Elevator/Escalator Maintenance - Operations          |
| 01/29/2024 | 868164  | Kone                         | Airport          | \$ 4,014.94    | FY24 Elevator/Escalator Maintenance - Terminal            |
| 01/29/2024 | 868168  | Laurel Chevrolet             | Capital Replace  | \$ 101,616.00  | four 2024 Chevy Malibu four door sedans-Replacing units   |
| 01/29/2024 | 868169  | Lee Newspaper                | Airport          | \$ 1,475.00    | 102-60031969. Airport Advertising                         |
| 01/29/2024 | 868169  | Lee Newspaper                | P.W. Admin       | \$ (13,600.00) | Public Works Dept Media Marketing 2023; Credit Memo       |
| 01/29/2024 | 868169  | Lee Newspaper                | P.W. Admin       | \$ 6,354.52    | Public Works Dept Media Marketing 2023; Dec 2023          |
| 01/29/2024 | 868169  | Lee Newspaper                | P.W. Admin       | \$ 7,268.46    | Public Works Dept Media Marketing 2023; November 2023     |
| 01/29/2024 | 868169  | Lee Newspaper                | P.W. Admin       | \$ 6,511.34    | Public Works Dept Media Marketing 2023; October 2023      |
| 01/29/2024 | 868183  | Montana CSED                 | Payroll Clearing | \$ 5,501.85    | MT CSED                                                   |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 726.78      | 129 573 1000 1. Mud Wash. January 2024                    |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 288.88      | 160 723 3573 6. USDA. January 2024                        |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 3,550.18    | 179053-7751 5. New A Concourse. January 2024              |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 468.92      | 185 580 1000 7. TSA. January 2024                         |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 194.73      | 229 573 1000 0. Detail Bay 1 Hertz. January 2024          |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 451.09      | 283 116 0655 3. Alpine. January 2024                      |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 2,797.72    | 285 580 1000 6                                            |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 495.64      | 295 580 1000 4. Aero Interiors. January 2024              |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 104.40      | 329 573 1000 9. Detail Bay 3 Enterprise. January 2024     |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 208.72      | 429 573 1000 8. Detail Bay 4 Avis/Budget. January 2024    |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 45.26       | 529 573 1000 7. Detail Bay 5 Thrifty/Dollar. January 2024 |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 9,397.16    | 595 580 1000 1                                            |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 383.65      | 629 573 1000 6. Detail Bay 2 National/Alamo. January 2024 |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 1,716.89    | 706 580 1000 7                                            |
| 01/29/2024 | 868184  | MT Dakota Utilities          | Airport          | \$ 654.20      | 788 689 5644 8. Concourse Kitchen.January 2024 Utilities  |

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| 01/29/2024 | 868184  | MT Dakota Utilities           | Airport           | \$ 2,087.20  | 889 373 1000 6. Car Wash. January 2024                  |
| 01/29/2024 | 868184  | MT Dakota Utilities           | Park Dist 1       | \$ 161.03    | 501 473 1000 2                                          |
| 01/29/2024 | 868184  | MT Dakota Utilities           | Wastewater        | \$ 79.41     | 596 733 1000 5                                          |
| 01/29/2024 | 868184  | MT Dakota Utilities           | Wastewater        | \$ 78.77     | 713 064 3190 0                                          |
| 01/29/2024 | 868184  | MT Dakota Utilities           | Wastewater        | \$ 82.86     | 843 879 2205 1                                          |
| 01/29/2024 | 868184  | MT Dakota Utilities           | Water             | \$ 139.04    | 373 580 1000 9                                          |
| 01/29/2024 | 868184  | MT Dakota Utilities           | Water             | \$ 139.05    | 373 580 1000 9                                          |
| 01/29/2024 | 868184  | MT Dakota Utilities           | Water             | \$ 128.58    | 541 380 1000 1                                          |
| 01/29/2024 | 868184  | MT Dakota Utilities           | Water             | \$ 90.66     | 921 580 1000 6                                          |
| 01/29/2024 | 868185  | MFPE                          | Payroll Clearing  | \$ 2,920.68  | Payroll Summary                                         |
| 01/29/2024 | 868186  | MT League Of Cities and Towns | General           | \$ 5,350.00  | Inv. ML01159 Mangan & Bennion Support                   |
| 01/29/2024 | 868188  | MT St Fireman's Assoc         | Payroll Clearing  | \$ 5,608.78  | Payroll Summary                                         |
| 01/29/2024 | 868190  | Morgan Contractors            | FireStation Const | \$ 80,720.71 | Fire Station 8 Remodel Inv. #4                          |
| 01/29/2024 | 868191  | Morrison Maierle              | Transit           | \$ 62,984.35 | Amendment 10 MET Transit Remodel Project                |
| 01/29/2024 | 868191  | Morrison Maierle              | Wastewater        | \$ 32,267.06 | Retainage Release 1                                     |
| 01/29/2024 | 868193  | Moulton Bellingham            | General           | \$ 2,585.00  | Moulton Bellingham Invoice #155339 Terry Houser         |
| 01/29/2024 | 868193  | Moulton Bellingham            | General           | \$ 687.50    | Moulton Bellingham Invoice #155340 3rd Ave. Garage      |
| 01/29/2024 | 868193  | Moulton Bellingham            | General           | \$ 2,482.50  | Moulton Bellingham Invoice #155341 Old City Hall/Garage |
| 01/29/2024 | 868194  | MP                            | Payroll Clearing  | \$ 4,006.52  | Payroll Summary                                         |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | FireStation Const | \$ 815.79    | Inv. #4                                                 |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Gas Tax           | \$ 32.99     | WO 23-03 Contract #1 City Overlay; Payment 3 F          |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Park Dist 1       | \$ -         | change orders #1 & 2 to increase, missed-Weave          |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Park Dist 1       | \$ -         | change orders #1 & 2 to increase, missed-Weave          |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Park Dist 1       | \$ -         | change orders #1 & 2 to increase, missed-Weave          |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Park Dist 1       | \$ 442.55    | retainage release                                       |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Solid Waste       | \$ 291.64    | Retainage Release                                       |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Solid Waste       | \$ 2,644.09  | WO 22-27 Landfill Gas Compliance Flare Installation     |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | St Maint Dist     | \$ 45.55     | WO 23-03 Contract #1 City Overlay                       |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Wastewater        | \$ 39.91     | WO 22-14 WRF Admin AHU Modifications                    |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Wastewater        | \$ 3,871.62  | WO 23-07 Monad Sewer Extension                          |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Wastewater        | \$ 4,018.85  | WO 23-35 Hesper Sanitary Sewer Extension project        |
| 01/29/2024 | 868195  | MT Dept of Rev-CGR2           | Water             | \$ 1,094.25  | WO 22-45..Willett Pump Station Improvements             |
| 01/29/2024 | 868201  | NorthWestern Energy           | Airport           | \$ 3,341.02  | 0100483-7. Runway Lights. January 2023                  |
| 01/29/2024 | 868201  | NorthWestern Energy           | Airport           | \$ 1,695.79  | 0100484-5. ARFF Facility. January 2024                  |

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| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 372.96   | 0712792-1. IP-7. January 2024                        |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 1,235.54 | 0712800-2. IP-9. January 2024                        |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 752.37   | 0712809-3. Alpine. January 2023                      |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 184.92   | 1138926-9. Aero Interiors. January 2024              |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 582.59   | 1669567-8. TSA. January 2024                         |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 1,781.34 | 1993430-6. Car Wash. January 2024                    |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 458.33   | 2001846-1. Mud Wash. January 2024                    |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 569.41   | 2001848-7. Detail Bay 1 Hertz. January 2024          |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 376.55   | 2001855-2. Detail Bay 2 National/Alamo. January 2024 |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 192.70   | 2001862-8. Detail Bay 3 Enterprise. January 2024     |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 417.63   | 2001865-1. Detail Bay 4 Avis/Budget. January 2024    |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 212.28   | 2001867-7. Detail Bay 5 Thrifty/Dollar. January 2024 |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 122.39   | 3085107-5. Employee Parking. January 2024            |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 664.82   | 3446396-8. USDA. January 2024                        |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 1,814.00 | 3477231-9. Parking Zone. January 2024                |
| 01/29/2024 | 868201  | NorthWestern Energy | Airport     | \$ 13.52    | 3733186-5. Airport Storage. January 2024             |
| 01/29/2024 | 868201  | NorthWestern Energy | Engineering | \$ 703.49   | 1741314-7                                            |
| 01/29/2024 | 868201  | NorthWestern Energy | Facilities  | \$ 2,162.54 | 0975808-7                                            |
| 01/29/2024 | 868201  | NorthWestern Energy | Facilities  | \$ 819.53   | 1160802-3                                            |
| 01/29/2024 | 868201  | NorthWestern Energy | Facilities  | \$ 2,891.50 | 1160804-9                                            |
| 01/29/2024 | 868201  | NorthWestern Energy | Facilities  | \$ 2,903.03 | 1269391-7                                            |
| 01/29/2024 | 868201  | NorthWestern Energy | General     | \$ 1,414.72 | 0100506-5                                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,260.59 | SILMD 10 Acct# 0712546-1                             |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 2,356.37 | SILMD 100 Acct# 0712559-4                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,978.83 | SILMD 107 Acct# 0712560-2                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 4,962.78 | SILMD 109 Acct# 0712561-0                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 237.44   | SILMD 113 Acct# 0712562-8                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,067.93 | SILMD 114 Acct# 0712563-6                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 251.29   | SILMD 115 Acct# 0712564-4                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 659.60   | SILMD 116 Acct# 0712565-1                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 3,590.40 | SILMD 117 Acct# 0712566-9                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 231.03   | SILMD 118 Acct# 0712567-7                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 140.91   | SILMD 119 Acct# 0712568-5                            |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 2,826.90 | SILMD 121 Acct# 0712570-1                            |

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| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 212.17   | SILMD 122 Acct# 0712571-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 376.91   | SILMD 123 Acct# 0712572-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,099.35 | SILMD 124 Acct# 0712573-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 439.73   | SILMD 125 Acct# 0712574-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 219.87   | SILMD 126 Acct# 0712575-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 795.61   | SILMD 127 Acct# 0712576-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 556.91   | SILMD 128 Acct# 0712577-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 376.91   | SILMD 129 Acct# 0712578-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 5,230.62 | SILMD 13 Acct# 0721276-4  |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 134.82   | SILMD 130 Acct# 0712579-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 973.72   | SILMD 131 Acct# 0712580-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 250.36   | SILMD 133 Acct# 0712581-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 577.80   | SILMD 134 Acct# 0712582-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 583.42   | SILMD 135 Acct# 0712583-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 533.97   | SILMD 136 Acct# 0712584-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 422.80   | SILMD 137 Acct# 0712585-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 848.08   | SILMD 138 Acct# 0712586-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 282.70   | SILMD 139 Acct# 0712587-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 2,641.99 | SILMD 14 Acct# 0721277-2  |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 659.60   | SILMD 143 Acct# 0712588-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 31.38    | SILMD 144 Acct# 0712589-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 530.40   | SILMD 145 Acct# 0712590-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 408.31   | SILMD 146 Acct# 0712591-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 496.79   | SILMD 147 Acct# 0712592-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,791.66 | SILMD 149 Acct# 0712593-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 848.64   | SILMD 150 Acct# 0712594-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 722.41   | SILMD 151 Acct# 0712595-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 4,875.59 | SILMD 152 Acct# 0712596-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 609.94   | SILMD 153 Acct# 0712597-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,379.04 | SILMD 154 Acct# 0712598-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 565.37   | SILMD 155 Acct# 0712599-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,034.27 | SILMD 157 Acct# 0712600-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 910.89   | SILMD 158 Acct# 0712601-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,098.79 | SILMD 159 Acct# 0712602-2 |

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| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 816.67   | SILMD 160 Acct# 0712603-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,193.42 | SILMD 161 Acct# 0712604-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 53.83    | SILMD 162 Acct# 0712605-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 867.93   | SILMD 163 Acct# 0712606-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 424.32   | SILMD 164 Acct# 0712607-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,005.12 | SILMD 165 Acct# 0712608-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 265.19   | SILMD 167 Acct# 0712609-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,307.38 | SILMD 17 Acct# 0712553-7  |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 636.49   | SILMD 171 Acct# 0712610-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 577.81   | SILMD 172 Acct# 0712611-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,325.99 | SILMD 173 Acct# 0712612-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,113.84 | SILMD 174 Acct# 0712613-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 371.27   | SILMD 175 Acct# 0712614-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 38.46    | SILMD 176 Acct# 0712615-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 291.71   | SILMD 178 Acct# 0712616-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 583.42   | SILMD 179 Acct# 0712617-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 116.34   | SILMD 18 Acct# 0712554-5  |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 397.81   | SILMD 180 Acct# 0712618-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,916.00 | SILMD 181 Acct# 0712619-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 663.01   | SILMD 182 Acct# 0712620-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,325.98 | SILMD 183 Acct# 0712621-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 424.32   | SILMD 184 Acct# 0712622-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 159.12   | SILMD 185 Acct# 0712623-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 790.14   | SILMD 186 Acct# 0712624-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 265.19   | SILMD 187 Acct# 0712625-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 318.23   | SILMD 188 Acct# 0712626-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 265.19   | SILMD 189 Acct# 0712627-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,379.04 | SILMD 190 Acct# 0712628-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 473.33   | SILMD 191 Acct# 0712629-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 344.74   | SILMD 192 Acct# 0712630-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 848.64   | SILMD 193 Acct# 0712631-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 352.76   | SILMD 194 Acct# 0712632-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 282.21   | SILMD 195 Acct# 0712633-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 89.85    | SILMD 196 Acct# 0712634-5 |

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| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 89.85    | SILMD 197 Acct# 0712635-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 132.61   | SILMD 198 Acct# 0712636-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 122.80   | SILMD 200 Acct# 0712637-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 556.91   | SILMD 201 Acct# 0712638-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 877.92   | SILMD 202 Acct# 0712639-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 23.96    | SILMD 203 Acct# 0712640-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 511.40   | SILMD 204 Acct# 0712641-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 30.76    | SILMD 205 Acct# 0712642-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 371.27   | SILMD 206 Acct# 0712643-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 424.32   | SILMD 207 Acct# 0712644-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 213.59   | SILMD 208 Acct# 0712645-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 609.94   | SILMD 209 Acct# 0712646-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 107.82   | SILMD 210 Acct# 0712647-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 59.90    | SILMD 211 Acct# 0712648-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 59.90    | SILMD 212 Acct# 0712649-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 35.95    | SILMD 213 Acct# 0712650-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 428.78   | SILMD 214 Acct# 0712651-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 159.12   | SILMD 216 Acct# 0712652-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 458.56   | SILMD 217 Acct# 0712653-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 320.97   | SILMD 220 Acct# 0712654-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 7.69     | SILMD 221 Acct# 0712655-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 95.15    | SILMD 222 Acct# 0712656-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 143.76   | SILMD 223 Acct# 0712657-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,630.20 | SILMD 224 Acct# 0712658-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 494.00   | SILMD 225 Acct# 0712659-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 266.10   | SILMD 226 Acct# 0712660-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 778.22   | SILMD 227 Acct# 0712661-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 910.89   | SILMD 228 Acct# 0712662-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 471.16   | SILMD 229 Acct# 0712663-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,099.34 | SILMD 230 Acct# 0712664-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 659.60   | SILMD 231 Acct# 0712665-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 2,858.31 | SILMD 232 Acct# 0712666-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,052.75 | SILMD 233 Acct# 0712667-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 573.24   | SILMD 234 Acct# 0712668-3 |

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| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 666.73   | SILMD 235 Acct# 0712669-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 211.64   | SILMD 236 Acct# 0712670-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 450.83   | SILMD 237 Acct# 0712671-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 15.37    | SILMD 238 Acct# 0712672-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 106.08   | SILMD 239 Acct# 0712673-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 507.95   | SILMD 240 Acct# 0712674-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 662.66   | SILMD 241 Acct# 0712675-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 94.24    | SILMD 242 Acct# 0712676-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 125.64   | SILMD 244 Acct# 0712677-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 84.12    | SILMD 245 Acct# 0712678-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 376.91   | SILMD 246 Acct# 0712679-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,116.48 | SILMD 247 Acct# 0712680-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 3,109.58 | SILMD 249 Acct# 0718734-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 253.98   | SILMD 250 Acct# 0719001-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 4,405.12 | SILMD 251 Acct# 0718801-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 628.20   | SILMD 252 Acct# 0719162-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 2,069.72 | SILMD 253 Acct# 0719644-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 190.30   | SILMD 254 Acct# 0719763-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 202.72   | SILMD 255 Acct# 0720813-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,134.11 | SILMD 257 Acct# 0720360-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 2,970.17 | SILMD 258 Acct# 0720606-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,830.09 | SILMD 259 Acct# 0720810-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 565.37   | SILMD 261 Acct# 0720705-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 3,515.58 | SILMD 262 Acct# 0720937-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,230.87 | SILMD 263 Acct# 0720716-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 207.59   | SILMD 264 Acct# 0721427-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 412.32   | SILMD 265 Acct# 0721556-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 62.02    | SILMD 266 Acct# 0721684-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 554.03   | SILMD 270 Acct# 0906944-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,086.47 | SILMD 271 Acct# 0995095-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 3,214.38 | SILMD 272 Acct# 0905005-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 233.65   | SILMD 273 Acct# 0926386-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 604.97   | SILMD 276 Acct# 0961926-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 968.60   | SILMD 277 Acct# 1058710-3 |

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| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 268.07   | SILMD 278 Acct# 1087619-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 67.51    | SILMD 279 Acct# 1124127-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 733.73   | SILMD 280 Acct# 1045653-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 561.31   | SILMD 283 Acct# 1172743-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 371.17   | SILMD 285 Acct# 1206985-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 277.66   | SILMD 286 Acct# 1296582-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 2,108.76 | SILMD 288 Acct# 1303978-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 283.30   | SILMD 289 Acct# 1685375-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 162.37   | SILMD 290 Acct# 1433921-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 691.00   | SILMD 292 Acct# 1481532-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 265.19   | SILMD 293 Acct# 1481534-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 530.40   | SILMD 294 Acct# 1481535-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 125.64   | SILMD 295 Acct# 1481536-9 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,405.56 | SILMD 296 Acct# 1481537-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 238.69   | SILMD 297 Acct# 1481539-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 212.17   | SILMD 298 Acct# 1481540-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 464.63   | SILMD 300 Acct# 1662840-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 5,690.40 | SILMD 301 Acct# 1687005-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 468.78   | SILMD 302 Acct# 1607534-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,294.77 | SILMD 305 Acct# 1695873-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 266.65   | SILMD 306 Acct# 1740353-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 3,605.87 | SILMD 307 Acct# 2049005-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 308.50   | SILMD 308 Acct# 2072459-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 420.89   | SILMD 309 Acct# 2001311-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 202.00   | SILMD 310 Acct# 2060519-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 302.84   | SILMD 311 Acct# 3014475-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 307.30   | SILMD 312 Acct# 3146127-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 684.81   | SILMD 315 Acct# 3305804-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,300.73 | SILMD 316 Acct# 3291842-7 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 120.80   | SILMD 317 Acct# 3253826-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 911.38   | SILMD 318 Acct# 3372018-6 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 68.96    | SILMD 320 Acct# 0712569-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 630.85   | SILMD 321 Acct# 3338917-2 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 117.95   | SILMD 322 Acct# 3402033-9 |

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| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,022.83  | SILMD 323 Acct# 3597170-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 457.48    | SILMD 324 Acct# 1246537-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 332.83    | SILMD 325 Acct# 3587598-8 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 158.81    | SILMD 326 Acct# 3840455-4 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 212.17    | SILMD 327 Acct# 3810801-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 882.00    | SILMD 328 Acct# 3894879-0 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 116.80    | SILMD 329 Acct# 3939032-3 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 350.39    | SILMD 330 Acct# 3951594-5 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 181.30    | SILMD 332 Acct# 4093467-1 |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 439.88    | SILMD 8 Acct# 0712544-6   |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 407.20    | SILMD 9 Acct# 0712545-3   |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 564.97    | SILMD 95 Acct# 0712556-0  |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 11,008.33 | SILMD 97 Acct# 0712557-8  |
| 01/29/2024 | 868202  | NorthWestern Energy | Light Maint | \$ 1,259.14  | SILMD 99 Acct# 0712558-6  |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 6.00      | 0722237-5                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 6.00      | 0722247-4                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 96.59     | 0722255-7                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 42.45     | 0722257-3                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 142.68    | 0722260-7                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ -         | 0722261-5                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ -         | 0722262-3                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ -         | 0722265-6                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 171.55    | 0722266-4                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 17.21     | 0722269-8                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 11.55     | 0722292-0                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 28.15     | 0722293-8                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 6.00      | 0722905-7                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 52.97     | 0722933-9                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ -         | 0723027-9                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 89.50     | 0723035-2                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 6.77      | 0723036-0                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ -         | 0723038-6                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 53.22     | 0723042-8                 |
| 01/29/2024 | 868201  | NorthWestern Energy | Park Dist 1 | \$ 19.74     | 0723044-4                 |

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| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ -         | 0723051-9                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ -         | 0723052-7                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ 7.22      | 0723055-0                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ 45.21     | 0723056-8                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ 8.44      | 0723057-6                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ 26.08     | 0723058-4                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ 8.70      | 0723090-7                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ 6.00      | 0723162-4                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ -         | 0723170-7                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ 30.21     | 0789437-1                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ 181.20    | 0925496-2                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ -         | 4089118-6                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Park Dist 1    | \$ 8.70      | Account 4081700-9 Jan. 2024 Electric charges        |
| 01/29/2024 | 868201  | NorthWestern Energy  | Parking        | \$ 3,130.38  | 0720834-1                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Parking        | \$ 1,646.09  | 1594282-4                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Public Safety  | \$ 2,087.38  | 0100476-1 FIRE 1 & 6 ELECTRIC SERVICE, FY2024       |
| 01/29/2024 | 868201  | NorthWestern Energy  | Public Safety  | \$ 2,467.25  | 3448739-7                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Radio          | \$ 291.82    | 0721580-9                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Solid Waste    | \$ 2,372.89  | 3252194-0                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Street/Traffic | \$ 6.00      | 0723645-8                                           |
| 01/29/2024 | 868202  | NorthWestern Energy  | Street/Traffic | \$ 15,174.78 | Signal Bills 01.22.2024                             |
| 01/29/2024 | 868201  | NorthWestern Energy  | Transit        | \$ 538.96    | 1784756-7                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Wastewater     | \$ 1,003.21  | 0100606-3                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Wastewater     | \$ 222.88    | 389 62nd St Lift                                    |
| 01/29/2024 | 868201  | NorthWestern Energy  | Wastewater     | \$ 342.14    | 822 Shiloh Crossing Blvd Lift                       |
| 01/29/2024 | 868201  | NorthWestern Energy  | Water          | \$ 5,224.01  | 0100540-4                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Water          | \$ 3,009.62  | 0100606-3                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Water          | \$ 76,243.63 | 0100606-3                                           |
| 01/29/2024 | 868201  | NorthWestern Energy  | Water          | \$ 2,707.55  | 5809 Canyonwoods Dr..Dec 2023                       |
| 01/29/2024 | 868210  | Polydyne             | Wastewater     | \$ 5,096.00  | Flospers 30S, chemical supplies                     |
| 01/29/2024 | 868217  | Rimrock Foundation   | PD Program     | \$ 85,034.32 | COSSAP Expenses Reimbursement for Quarter End 12/23 |
| 01/29/2024 | 868224  | Scanna MSC           | PD Program     | \$ 54,775.82 | XRay equipment for Bomb Squad.                      |
| 01/29/2024 | 868230  | Star Service         | Wastewater     | \$ 3,950.89  | WO 22-14 WRF Admin AHU Modifications                |
| 01/29/2024 | 868231  | State Bar Of Montana | General        | \$ 515.00    | Ben Halverson 2024 Bar Dues                         |

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| 01/29/2024 | 868231  | State Bar Of Montana       | General        | \$ 515.00    | Bethany Honcoop 2024 Bar Dues                           |
| 01/29/2024 | 868231  | State Bar Of Montana       | General        | \$ 515.00    | Chantel Anderson 2024 Bar Dues                          |
| 01/29/2024 | 868231  | State Bar Of Montana       | General        | \$ 565.00    | Gina Dahl 2024 Bar Dues (Additional Sections)           |
| 01/29/2024 | 868231  | State Bar Of Montana       | General        | \$ 515.00    | Jenna Fiscus 2024 Dues                                  |
| 01/29/2024 | 868231  | State Bar Of Montana       | General        | \$ 515.00    | Jennifer Quick 2024 Bar Dues                            |
| 01/29/2024 | 868231  | State Bar Of Montana       | General        | \$ 515.00    | Jessica McKee 2024 Bar Dues                             |
| 01/29/2024 | 868231  | State Bar Of Montana       | General        | \$ 515.00    | Karen Schexnider 2024 Bar Dues                          |
| 01/29/2024 | 868231  | State Bar Of Montana       | General        | \$ 515.00    | Morgan Lix 2024 Bar Dues                                |
| 01/29/2024 | 868231  | State Bar Of Montana       | General        | \$ 515.00    | Stacy R. Tenney 2024 State Bar Dues                     |
| 01/29/2024 | 868231  | State Bar Of Montana       | General        | \$ 515.00    | Todd Corne 2024 Bar Dues                                |
| 01/29/2024 | 868238  | Swank Enterprises          | Solid Waste    | \$ 28,871.42 | Retainage Release                                       |
| 01/29/2024 | 868250  | Tyler Technologies         | IT Resources   | \$ 307.44    | YCT -Annual Charges with New World                      |
| 01/29/2024 | 868250  | Tyler Technologies         | Public Safety  | \$ 15,972.62 | Annual MDC or Table annual maintenance.                 |
| 01/29/2024 | 868262  | Western Water Consultants  | #N/A           | \$ 10,977.83 | SID 1421 Cypress Point Professional Services Contract   |
| 01/29/2024 | 868267  | Yellowstone Co Finance Dpt | Building       | \$ 7,130.79  | Miller Building; Building Division; Feb, 2024 Rent      |
| 01/29/2024 | 868267  | Yellowstone Co Finance Dpt | CDBG           | \$ 5,545.88  | Miller Building; Community Development; Feb, 2024 Rent  |
| 01/29/2024 | 868267  | Yellowstone Co Finance Dpt | General        | \$ 2,218.99  | Miller Building; Code Enforcement; February, 2024 Rent  |
| 01/29/2024 | 868267  | Yellowstone Co Finance Dpt | Planning       | \$ 4,750.50  | Miller Building; Planning Dept.; February, 2024 Rent    |
| 01/29/2024 | 868270  | Yellowstone Valley Elec    | Light Maint    | \$ 364.67    | SILMD 299 Vintage Estates                               |
| 01/29/2024 | 868270  | Yellowstone Valley Elec    | Light Maint    | \$ 665.82    | SILMD 313 Vintage Estates Sub Phase II                  |
| 01/29/2024 | 868270  | Yellowstone Valley Elec    | Solid Waste    | \$ 4,688.75  | Electricity service at Landfill 12/01/2023 - 1/01/2024. |
| 01/29/2024 | 868270  | Yellowstone Valley Elec    | Street/Traffic | \$ 39.50     | 4799 Grand Ave Traffic Signal                           |
| 01/29/2024 | 868270  | Yellowstone Valley Elec    | Street/Traffic | \$ 53.69     | 54th St W & Grand Signal                                |
| 01/29/2024 | 868270  | Yellowstone Valley Elec    | Street/Traffic | \$ 82.50     | 54th St W & Rimrock - Street Light & Traffic Signal     |
| 01/29/2024 | 868270  | Yellowstone Valley Elec    | Street/Traffic | \$ 57.66     | Alkali Cr Rd & Interbelt Loop lights                    |
| 01/29/2024 | 868270  | Yellowstone Valley Elec    | Street/Traffic | \$ 33.25     | Ben Steele School - 56th St W                           |

**City Council Regular**

**Date:** 02/26/2024  
**Title:** PUBLIC HEARING - Low-Income Multi-Family Housing Project - Rose Park Plaza Apartments  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

There is no action requested on this matter. It is simply a statutory requirement that a public hearing to gather public input must be accomplished.

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

Rose Park Plaza Apartments is a 112-unit affordable housing community for low-income families located in Billings, Montana. The units at the property are currently subject to deed and income restrictions to preserve the affordability of the project, and the parties are planning to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Mont. Code Ann. §15-6-221. Under the application requirements, a unit of local government where the project is located must give notice and hold a public hearing to solicit comment on whether the proposed project meets a community housing need. Rosepark Plaza Apartments LLC, a Montana limited liability company, in partnership with House of David, Inc., a nonprofit corporation specializing in the preservation and development of affordable housing, are requesting this agenda item solely in order to comply with the public hearing requirements under Mont. Code Ann. §15-6-221.

**ALTERNATIVES**

N/A

**FISCAL EFFECTS**

This public opportunity to comment has no fiscal consequences. The Montana Department of Revenue may grant a property tax exemption, but the project will pay all City fees and assessments.

**SUMMARY**

Rose Park Plaza Apartments is a 112-unit low-income multifamily rental housing complex located at 2325 Avenue C in Billings, Montana, owned by Rosepark Plaza Apartments LLC, a Montana limited liability company. The project currently operates under a 100% Section-8 U.S. Department of Housing and Urban Development (HUD), Housing Assistance Payment (HAP) contract, and the property is subject to a Montana Board of Housing deed restriction that requires the units to be rent-restricted and income-restricted to ensure that the Project continues to provide affordable homes to residents in the Billings community. In addition to the 112 homes that are available to income-qualifying residents at the property, the site also includes various amenities such as laundry facilities, multiple playgrounds, covered parking, and on-site management. The parties are planning to complete certain renovations and improvements to the project to enhance the quality of life for residents through new and improved community amenities and in-home improvements that will make the homes more usable and enjoyable. The rehabilitation plan for the successful revitalization of the property includes various upgrades to address the immediate and long-term needs of the project and its residents through capital improvements, site upgrades, security infrastructure and other exterior and interior enhancements, as more clearly detailed in the project summary provided. These renovations will also focus on system upgrades and improvements and various modifications designed to increase energy efficiency and reduce maintenance expenditures. This project anticipates applying for a real estate property tax exemption and is required to hold a public hearing to solicit public comment on the project in relation to community housing needs. Notice of the public hearing is scheduled to be posted in the Yellowstone County News on February 9, 2024, and February 23, 2024.

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**City Council Regular**

**Date:** 02/26/2024  
**Title:** Public Hearing & Resolution for Nuisance Property Abatement Assessments  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** Yes  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution authorizing staff to alter list if the assessments are paid prior to submitting to the County Treasurer.

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

A nuisance property abatement assessment resolution has been completed, and the assessment is ready to be placed on the taxes for the following properties.

(A01832) For the property located at 904 S 29th in Billings, MT. A case for open storage, junk vehicle, and living in RV. The case was opened on 04/26/2023 with the first notice being sent out. On 05/22/23 a final notice was sent out to gain compliance before a citation would be issued. On 7/25/23 Property owner Gregory Boyd was detained in YCDF. I went down and offered a Voluntary Abatement for him to sign. By signing the form, City Code Enforcement would clean the property. Mr. Boyd agreed to sign for the Abatement. Abatement scheduled 08/14/23. On 8/14/23 City of Billings Code Enforcement and Solid Waste removed all open storage in the yards. The invoice was mailed on 10/9/2023. Total charges \$179.52.

(A11430) For the property located at 1404 Miles, Billings, MT. A case was open for inoperable vehicles and open storage on 9/15/2022 and first notice mailed to the residence. On 9/28/2022 the second inspection took place, and the second notice was sent. There were multiple times of contact with the resident to get the property into compliance and multiple extensions. On 11/30/2022 the first citation was issued and on 12/15/2022 the resident was cited into court. The Court granted an abatement order for the property. On 4/18/2023 Code Enforcement arrived at the residence to abate the property and the resident asked for another extension. An extension was granted until 4/26/2023 to get the property into compliance. Upon re-inspection on 4/26/2023 the property came into compliance. On 9/19/2023 Code Enforcement posted property due to being in violation. On 9/26/2023, Code Enforcement abated the property and brought it back into compliance. The invoice was mailed 10/16/2023. Total outstanding cost of the abatement is \$433.02.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the abatement.

**FISCAL EFFECTS**

The assessments total \$612.54 and will reimburse the General Fund.

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**Attachments**

Resolution Nuisance Abatement

**RESOLUTION NO. 24 \_\_\_\_\_**

**A RESOLUTION LEVYING A SPECIAL TAX UPON  
PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA,  
TO DEFRAY THE COST OF ABATEMENT.**

WHEREAS, Billings, Montana City Code, Section 18-301, et seq. sets forth the procedures to be followed (a) to designate property within the City of Billings as a nuisance, and (b) to abate such a nuisance when ordered to do so by the Municipal Court.

WHEREAS, Section 18-305 provides that the property owner will be sent an abatement expense report for the subject property and will be given notice that any assessment that is not paid shall become a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes. The owners of the property described on Exhibit A have been sent an assessment notice for abatement expenses incurred pursuant to Section 18-301, et seq., but the property owner has not reimbursed the City for its expenses set forth in the report or any part thereof. Further, City policy dictates that the City Clerk shall prepare and present a Resolution containing a list of the properties to be assessed, the recorded owners, and the amount of the cost for abatement, not to exceed the statutory amount for a Municipal Court judgement as in MCA 3-11-103, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. LEVYING OF SPECIAL TAX. That for the purpose of collecting funds to defray the cost of abatement, there is hereby levied and assessed a special tax upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said tax shall be placed upon the assessment rolls and collected in the same manner as other taxes.

3. DISPOSITION OF COLLECTIONS. Pursuant to Section 18-305(6)k. BMCC, monies collected from taxes shall be paid into a special abatement fund established to account for costs, collections, and transactions necessary to the efficient operation of the Nuisance Abatement program. Assessment funds collected will be returned to the designated abatement account for future use on other involuntary property abatements or for transfer back to the city general fund.

4. NOTICE OF HEARING. On Monday, February 26, 2024, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127 MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the **26<sup>th</sup>** day of **February, 2024.**

CITY OF BILLINGS:

BY: \_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise R. Bohlman, CITY CLERK

*Exhibit A*

| <u>Owner Name</u> | <u>Address</u>            | <u>Tax Code</u> | <u>Assessed Amount</u> |
|-------------------|---------------------------|-----------------|------------------------|
| Boyd, Gregory     | 904 S 29 <sup>th</sup> St | A01832          | \$179.52               |
| Duschner, Lila    | 1404 Miles Ave            | A11430          | \$433.02               |

**City Council Regular**

**Date:** 02/26/2024  
**Title:** Public Hearing & Resolution for Weed Assessments  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** Yes  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution authorizing staff to alter list if the assessments are paid prior to submitting to the County Treasurer

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

The annual weed assessments have been completed and are ready to be placed on the tax rolls by the attached resolution.

Pursuant to the Billings, Montana City Code (BMCC), Section 25-304, property owners are notified in writing and given ten (10) days from the date of the notice of noncompliance to exterminate weeds or tall grass from their property. If owners fail to cut the vegetation, the City may cut it and assess the costs to the real property, together with an additional administrative fee of 25% of the cost of removal, plus a \$25 penalty. If the charges are not paid within a given time, the costs and penalties constitute a lien on the property and special assessments may be levied. The General Fund initially pays the costs, so the collected assessments reimburse those expenses.

The properties on the attached list had weeds removed from them during the growing season, the owners did not pay the charges and the properties may be assessed to recover the costs, penalty and fee.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the weed removal.

**FISCAL EFFECTS**

The assessments total \$8,817.38 and the payments will reimburse the General Fund.

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**Attachments**

Resolution Weed Abatement

**RESOLUTION NO. 24\_\_\_\_\_**

**A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF CUTTING AND/OR EXTERMINATING WEEDS.**

WHEREAS, Billings, Montana City Code, Section 25-307, provides that the City Clerk shall prepare and present a resolution containing a list of all parcels of land in the City, from which and adjacent to which, the weeds were cut, exterminated and/or removed, and such list shall contain opposite the number of such lots or description of such parcels of land, the name of the owner, if known, and the amount of cost for cutting and removing such weeds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to defray the cost of cutting and removing of weeds, there is hereby levied an assessment upon the owners and the lots or parcels described on the list attached hereto.
2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.
3. DISPOSITION OF COLLECTIONS. All monies collected from the assessment shall be paid to the General Fund of the City of Billings.

4. NOTICE OF HEARING. On Monday, February 26<sup>th</sup>, 2024, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 26<sup>th</sup> day of February, 2024.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise R. Bohlman, CITY CLERK

Exhibit A

| <u>NAME</u>                            | <u>MOWING ADDRESS</u> | <u>TAX CODE</u> | <u>AMOUNT</u>   |
|----------------------------------------|-----------------------|-----------------|-----------------|
| ANDERSON, LORRAINE M                   | 3571 GRANGER AVENUE W | C09738          | 177.50          |
| ARTHUN, ERICK M & CATHLEEN L           | 642 AVENUE F          | A05037          | 203.75          |
| BESEL, ZACH C                          | 2114 REHBERG LN.      | A18636          | 177.50          |
| BLAINE, AMBERLE                        | 1119 MEGAN CIR        | A28744          | 177.50          |
| BOB PENTECOST CONSTRUCTION INC.        | 7082 COPPER VIEW WAY  | A37388          | 260.00          |
| BOB PENTECOST CONSTRUCTION INC.        | 7015 BRONZE BLVD.     | A37452          | 192.50          |
| BROCKMAN, MICHELLE & THOMAS            | 1702 HIGH SIERRA BLVD | A27110          | 201.88          |
| CURRENT, TIM                           | 116 S 33RD ST         | A18766          | 177.50          |
| DAWSON, MARK                           | 1605 SHILOH RD        | A34946B         | 421.25          |
| DINSMORE, CANDACE                      | 1035 ELDORA LANE      | C00329          | 207.50          |
| FEDERAL HOME LOAN MORTGAGE CORP        | 2525 COOK             | A10461          | 192.50          |
| GADADE, VAIBHAV N.                     | 102 S. 33Rd ST.       | A18790          | 206.25          |
| GUARDIAN TAX MT LLC                    | 2507 LAKE HEIGHTS DR. | C08266          | 290.00          |
| HOFFMAN, MAXIMILIAN S.                 | 2910 3RD AVENUE SOUTH | A01104          | 275.00          |
| JACKSON COURT LLLP                     | JACKSON COURT         | A08460          | 177.50          |
| LENHARDT, CHERYL L                     | 3209 RIMROCK RD       | A06471          | 177.50          |
| LEWIS, PATTY D.                        | 147 JACKSON STREET    | D01607          | 612.50          |
| MILAN LLC                              | 30 ALMADIN LANE       | A22321          | 177.50          |
| MYHRE ADVERTISING, WELLS FARGO TRUSTEE | S. 27TH ST.           | A01851          | 196.25          |
| NCRR INVESTMENT LLC                    | 1353 TANIA CIRCLE     | A37317          | 252.50          |
| PASSIVE ACTIVE WEALTH LLC              | 120 S. 29TH ST.       | A00912          | 177.50          |
| PRICE, AMY                             | 5107 AMHERST DRIVE    | A35547          | 232.50          |
| PRICE, AMY                             | 2603 TULANE DR        | A35546          | 303.75          |
| PRICE, AMY                             | 2607 TULANE DR        | A35545          | 225.00          |
| PRICE, AMY                             | 5129 CLEMSON DRIVE    | A35458          | 217.50          |
| PRICE, AMY                             | 2611 TULANE DRIVE     | A35544          | 211.25          |
| RED GATE #2 LLC                        | 3012 9TH AVE. S.      | A01822          | 177.50          |
| ROCKIN IN THE EBURD LLC                | 1625 2ND AVENUE NORTH | A00490          | 723.75          |
| RUSSELL, ROBERT                        | 1220 FAIRVALE DR.     | A04349          | 301.25          |
| SERAFIN, ALAN                          | 1131 MILES AVE.       | A03495          | 177.50          |
| STAHL, WILLIAM                         | 536 PARKHILL DR.      | A04997          | 90.00           |
| STEVENSON, CAROL J.                    | 1133 LYNCH CIRCLE     | A23013          | 290.00          |
| SWIFT, JACK M. & KRISTEN A.            | 328 14TH ST W         | A11431          | 177.50          |
| THOMPSON, ERAN                         | 739 BURLINGTON AVE    | A15562          | 180.50          |
| TUCKER                                 | 802 YELLOWSTONE AVE.  | A13293          | 177.50          |
| WAGNER, JAMES H.                       | 529 PARK LANE         | D05660          | 177.50          |
| WP5 BILLINGS LLC                       | 2618 KING AVENUE WEST | A28356          | 222.50          |
|                                        |                       |                 |                 |
|                                        |                       | <b>Total</b>    | <b>8,817.38</b> |

**City Council Regular**

**Date:** 02/26/2024  
**Title:** Zone Change 1042 - 655 W Wicks Lane - N3 to P2  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00001

**RECOMMENDATION**

The Zoning Commission is recommending approval and adoption of the findings of the 10 review criteria for Zone Change 1042.

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

This is a zone change request for a parcel located at 655 W Wicks Lane and legally described as Lots 3 and 4 of Block 4, of the amended Plat of Block 4, Lake Hills Subdivision, 2nd Filing. The current zoning is N3 -- Suburban Residential Neighborhood and the proposed zone is Public 2 (P2), a zoning that would allow the development of a church. The proposed zoning is compatible and identical to the zoning on the adjacent lots to the east and the small utility lot on the southwest corner established for a pump station operated by the Billings Heights Water District. North across Pebble Beach Road is Mixed Residential 1 (NX1) where there are several two and four family dwellings. To the west of Inverness is a mix of residential and commercial zones including corridor mixed use (CMU), neighborhood mixed use (NMU) and Mixed Residential 2 (NX2) zoning for multi-unit dwellings. Across Wicks Lane is NX2 zoning and several apartment buildings. The property has remained vacant since it was first platted in the county in the 1950s. The church to the east was built in 1982.

The proposed zone change will allow the property to be developed for a new church, Grace Point Church. The proposed zoning does require compatibility with adjacent zoning districts (Sec 27-500 BMCC). For example, any district that is different from the P2 zone that is within 150 feet of the exterior property line will require any construction along that property line to match the adjacent zone. This compatibility requirement includes build-to zones, maximum height and setbacks (Table 27-500.1 BMCC). Height exceptions are allowed for spires and similar un-occupied building appurtenances. Buildings may also exceed the maximum height (for occupied space under a roof) if the building is setback an additional two feet for every foot the building exceeds the height limit.

Churches in general serve as focal points for the community and add significant value to adjacent neighborhoods. The use typically does not generate consistent daily traffic but is day and time dependent on worship services and other activities. Depending on the capacity of the proposed church, a traffic impact study might be required. According to the applicant's agent, access to and from the property would likely be from Wicks Lane and from Inverness Drive.

The P2 zone allows a variety of civic and institutional uses, but individual sites are limited to two primary structures. Sites that intend to develop three or more primary buildings (i.e. college campuses, church/school campuses, medical facilities, Metra Park) would choose a Public 3 (P3) zone district. Residential use is allowed if those homes are offered to persons who are affiliated with a primary use. For religious institutions, this could mean a home for the church leader, or acolytes of the institution. Other uses that may be allowed include schools, government offices, hospice facilities, day care, a cemetery, and some recreational uses.

**STAKEHOLDERS**

The applicant held a pre-application neighborhood meeting on December 14, 2023, at the Lake Hills Golf Course Clubhouse. Ten surrounding property owners signed in at the meeting. The primary concern expressed by the surrounding owners was regarding parking, traffic (entry and exit) and improvements to Inverness and Pebble Beach. Planning staff sent the required mailed notices, posted the property, posted a synopsis of the application on the Current Zoning Application web page, and published the legal for the Zoning Commission hearing. No public comments were received by the Planning staff prior to this report.

**City Zoning Commission Public Hearing February 6, 2024**

The Zoning Commission held its hearing on February 6, 2024, and received the staff recommendation and testimony from the applicant's agent, Taylor Kasperick, P.E. of Performance Engineering. One property owner provided

testimony in favor of the application. Rebecca Utter, who owns 621 Pebble Beach Road, spoke in favor of the application. No other testimony was received at the hearing.

Commission Vice Chair Greg McCall closed the public hearing. A motion to recommend approval and adoption of the findings of the 10 criteria was made by Commission member David Goss. The motion was seconded by Commission Vice Chair Greg McCall and was approved on a 4-0 vote. The Zoning Commission welcomed two new members appointed in December, 2023: Andy Megorden and Beau Mulvaney. Commission member Daniel Brooks was absent from the meeting.

## **ALTERNATIVES**

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1042 as recommended by the Zoning Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1042; 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 making a decision on the proposed zone change, the City Council shall consider the Zoning Commission's recommended findings of the following criteria:

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.
- 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.
- Implementation of the Infill Policy is important to encourage the development of underutilized properties.

The Billings Heights Neighborhood Plan (2006) will be updated in 2024. The current plan emphasized the need for more meeting and activity spaces in Billings Heights. This can be provided by government facilities or private facilities. There are more than 30 churches in Billings Heights that serve the entire community, including the only mosque in Billings. Church congregants also come from outside the city limits. Additional space for community gatherings will help meet the goal of providing more meeting and activity space in Billings Heights.

The proposed zoning would allow an existing vacant property to be developed for a religious institution. The parcel is over 8 acres and can accommodate the initial development with space for a future building and activity areas. The existing zoning (N3) was the zone that translated from the previous zoning of R96 for this parcel. Public 2 (P2) was applied to the existing church to the east and to the Billings Heights Water utility parcel. The single-family zoning was put in place first in the County (1973) and remained in place at the time of annexation (1984). The P2 zone is a specific zone for churches, schools and other civic institutions.

The property is located on an arterial street (W Wicks Lane) that currently handles over 5,700 vehicle trips per day (2022). As building activity increases in the High Sierra Subdivision and the Dover Ranch property, traffic volume will increase on W Wicks Lane. In addition, the completion of the Inner Belt Loop connection to Highway 3 will also add traffic. The City Engineering Division will work with the church to properly locate access driveways on the property. This will likely include one access from Inverness.

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 Section 27-500 (Public zone district standards).

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 P2 zoning would allow the vacant property to be developed. Developed land will increase property values. Vacant land tends to add unpredictability to the area. Public health and safety will be promoted by reducing the calls for service to the Code Enforcement Division for untended grass and weeds. Every summer since 2016, the owner has neglected to mow the grass and weeds on the property, prompting calls for Code Enforcement.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?

**Transportation:** The proposed zoning should not have any measurable impact on transportation until the church is constructed and occupied. The capacity of the church will determine the need for a traffic impact study. The development will require the completion of the street improvements on Inverness Dr (east side) and Pebble Beach (south side). The streets currently do not have curb, gutters or sidewalks on both sides of the street. Drive approaches will be determined and approved by City Engineering in accord with the access management policy.

**Water and Sewer:** The City will provide a sewer connection to the property. The Billings Heights Water District will provide water. The property is on the southern boundary of the water district. The Utilities Division voiced no concerns.

**Schools and Parks :** Schools and parks should not be negatively affected by the proposed zoning. The school district provided no comments on the proposed zone change. Parks should not be negatively impacted by the proposed zoning. The closest public park is across the street from the subject property. This is Castle Rock Park.

**Fire and Police:** The subject property is served by city public safety services. The Police and Fire Departments had no concerns about 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 development of the property would follow the requirements of Section 27-500 (BMCC) and other city regulations for development.

6) Will the new zoning affect motorized and non-motorized transportation?

The existing property has a fully developed sidewalk on W Wicks Lane. The curb, gutter and sidewalk will need to be installed on Inverness and Pebble Beach. This will have a positive effect on pedestrian safety and access. The development of a new church may require a traffic impact study if the anticipated number of new trips is 500 or more per day. The two closest intersections -- Inverness and Broadmoor -- are stop controlled intersections. There is a signalized intersection further west at Gleneagles and W Wicks Lane and one to the east at Lake Hills Dr and W Wicks Lane. The signalized intersections can act to regulate traffic flow and safe turning movements can be accomplished at Broadmoor and Inverness. During peak traffic times, drivers can navigate to these signalized intersections along internal streets to decrease their wait times at these unsignalized intersections.

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 and southwest are also zoned P2. North of Pebble Beach is NX1 zoning and to the west of Inverness in mixed use zoning and NX2 zoning. The development of the adjacent property matches the zoning for the properties. The P2 zoning is compatible with the surrounding property and development. 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 development of this vacant parcel to complete the infill of this section of Lake Hills Subdivision.

9) Will the new zoning conserve the value of buildings?

The new zoning is not expected to alter the value of any buildings in the area. Any development of the property will need to meet the code requirements for Public zoning, and other city development and building regulations. New development tends to increase surrounding property values.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning will allow the development of property in a desirable neighborhood in Billings Heights. Public and private service organizations add value to neighborhoods. Infill on large vacant parcels also contributes to

neighborhood stability. The proposed zoning and use will encourage the most appropriate use of the parcel.

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### **Attachments**

Zoning Map and Site Photos

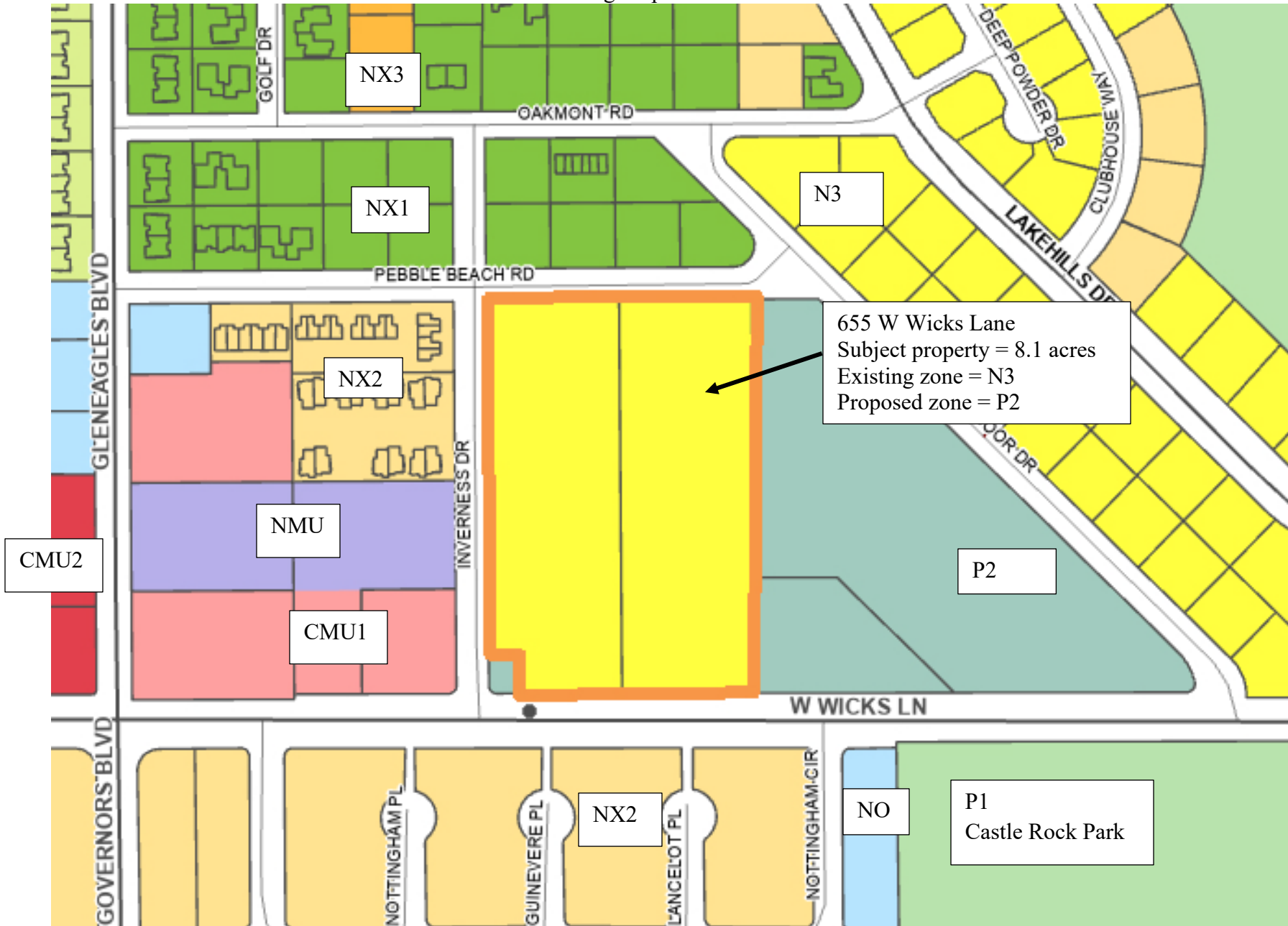
Zoning History ZC 1042

Application and Letter ZC 1042

Pre application meeting info ZC 1042

ZC 1042 Ordinance

City Zone Change 1042 – 655 West Wicks Lane  
Zoning Map and Site Photos



Subject Property





Subject Property – view north from West Wicks Lane



View east along West Wicks Lane



View west on West Wicks Lane



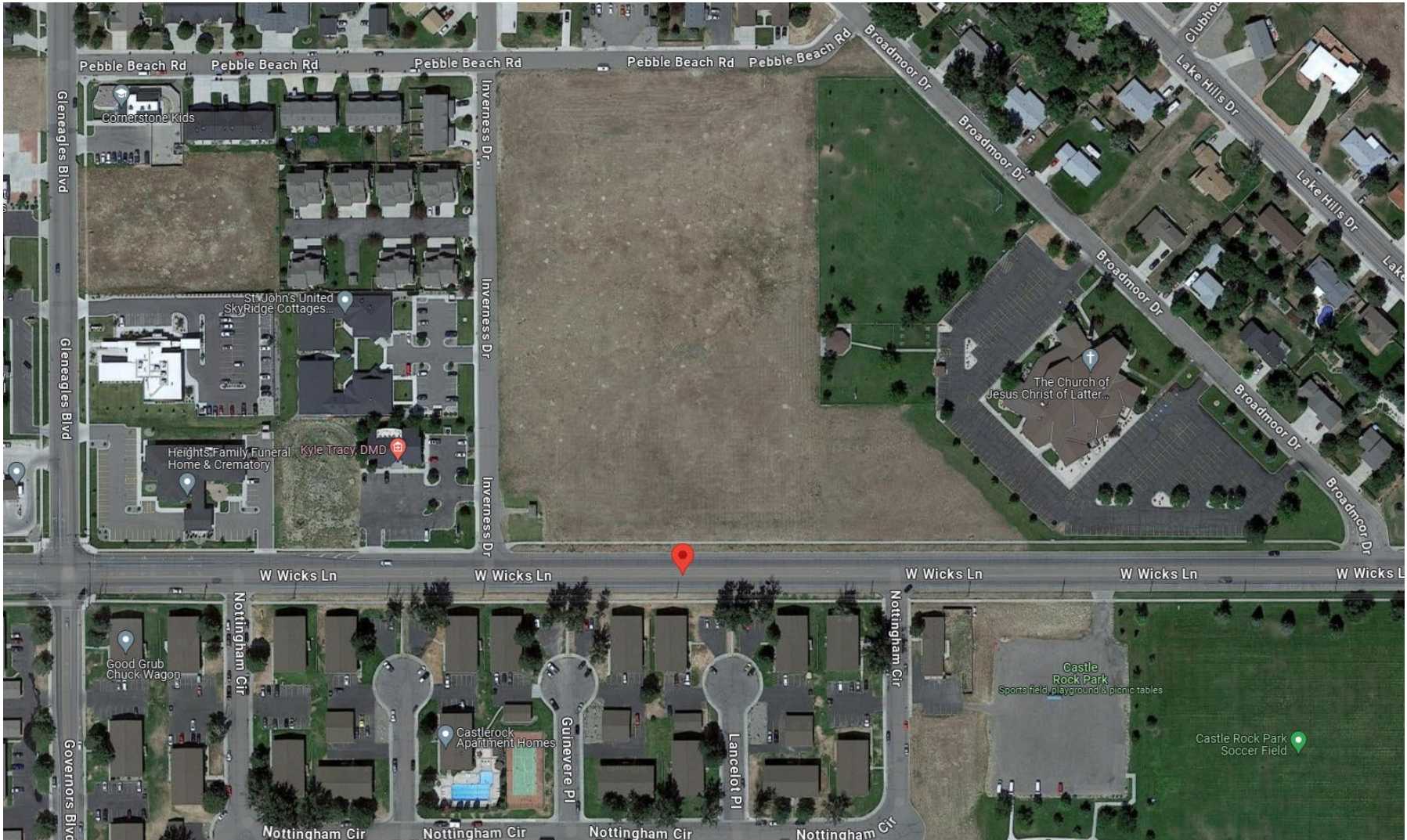
View south across West Wicks Lane



View south and east across West Wicks Lane



View south east across West Wicks Lane



Aerial View of Property

Zoning History for City ZC 1042 – 655 West Wicks Lane

| <b>SUBJECT PROPERTY</b>                                                                                                                              | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>                                                      | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|-----------------------------------------------------------------|-----------------------|-----------------------------------------------|
| 655 W Wicks Lane                                                                                                                                     | None               |             |                                                                 |                       | Zoning was R-96 Update 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>                        |
| 1640 Broadmoor                                                                                                                                       | Var 61             | 9/14/1979   | Increased height for new church                                 | Yes                   | Churches were allowed uses in R zones in 1979 |
| Lake Hills, 1 <sup>st</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 6 <sup>th</sup> , 15 <sup>th</sup> , 17 <sup>th</sup> and 18 <sup>th</sup> Filings | County ZC 16       | 7/1974      | From R-96 to RMF and CC                                         | Yes                   |                                               |
| 1706 St Andrew's Dr                                                                                                                                  | County ZC 330      | 9/1/1982    | R96 to R70                                                      | No                    | Request for duplex lot                        |
| 2 Almadin Ln                                                                                                                                         | City ZC 665        | 2/26/2001   | R96 to R70                                                      | Yes                   | Now P1 zone                                   |
| 2 Almadin Ln                                                                                                                                         | City ZC 753        | 2/14/2005   | R70 to Public                                                   | Yes                   | Heights Water Pump Station                    |
| 2107 Clubhouse Wy                                                                                                                                    | County ZC 95       | 7/6/1976    | R96 to R60                                                      | Yes                   | 4-unit bldg.                                  |
| 1645, 1649 & 1653 Lake Hills Dr                                                                                                                      | County ZC 319      | 4/23/1982   | Public to R96                                                   | Yes                   |                                               |
| 241 & 301 Glenhaven                                                                                                                                  | City ZC 791        | 10/10/2006  | Public to R96                                                   | Yes                   |                                               |
| North & south of Lake Hills Golf Clubhouse                                                                                                           | City ZC 817        | 9/10/2007   | Public to R80                                                   | Yes                   | Lots still vacant                             |
| Lots between Fantan and Picador Place                                                                                                                | City ZC 496        | 4/28/1996   | R96 to CC                                                       | No                    | Developed as SFR                              |
| Lots between Fantan and Picador Place                                                                                                                | City ZC 516        | 4/28/1996   | R96 to NC                                                       | No                    | Developed as SFR                              |
| 1000 to 1100 blocks of Siesta Ave, El Rancho Dr, Sierra Granda Blvd, 1100 blocks of Cortez Ave and Matador Ave                                       | City ZC 712        | 4/14/2003   | R96 to R70                                                      | Yes                   | Developed as SFR                              |
| 1200 to 1400 blocks of Sierra Granda Blvd, Cortez Ave and Matador Ave                                                                                | City ZC 719        | 9/18/2003   | R96 to R70                                                      | Yes                   | Developed as SFR                              |
| All land north of Matador Ave and Annandale Rd in High Sierra Sub and Marsiela Sub                                                                   | City ZC 822        | 11/13/2007  | Agriculture to R96 & R70R                                       | Yes                   | Dover Ranch 400 acres                         |
| Skyview Ridge – State Land south of Wicks Lane                                                                                                       | City ZC 814        | 12/5/2006   | Agriculture to CC,NC, RP, RMF-R, R60, R70, R70R, R96 and Public | Yes                   | Undeveloped State Lease land                  |
| 800 to 900 Blocks on the north of Mission Oaks Dr                                                                                                    | City ZC 979        | 8/10/2020   | R70R to R50                                                     | Yes                   | 2-unit townhomes                              |

# CITY ZONE CHANGE APPLICATION FORM

**CITY ZONE CHANGE**

Billings Zone Change #

1042

Project #

24-00001

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 N3 - Suburban Neighborhood Residential

Proposed Zoning: P2- Public, Civic, and Institutional, Small

TAX ID# A22021B & A22021C

CITY ELECTION WARD 2

Legal Description of Property: Lots 3 and 4, Block 4, of the Amended Plat of Block 4 Lake Hills Subdivision 2nd Filing

Address or General Location (If unknown, contact City Engineering): 655 W. Wicks Lane

Size of Parcel (Area square feet or acres): Total Area = 8.108 Acres

Present Land-Use: Vacant Land

Proposed Land-Use: Church Building

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Gracepoint Church of Billings, Montana

(Recorded Owner - Printed)

PO Box 50759, Billings, MT 59105

(Address-Printed)

406-318-7731

(Phone Number-Printed)

jim@gracepointbillings.com

(email-Printed)

Agent(s): Performance Engineering, LLC; Taylor Kasperick, PE

(Name – Printed)

608 N. 29th Street, Billings, MT 59101

(Address – Printed)


406-384-0080

(Phone Number-Printed)

taylor@performance-ec.com

(email-Printed)

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: 

James r. Taber (Jan 2, 2024 12:58 MST)

Pastor

Date: Jan 2, 2024

(Recorded Owner – Digital Signature Allowed)



608 North 29<sup>th</sup> Street • Billings, MT 59101 • 406-384-0080

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Lot 3 and 4, Block 4, of the Amended Plat of Block 4 Lake Hills  
Subdivision, 2<sup>nd</sup> Filing.  
Zone Change Written Statement

1. Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.

Essential Investments - The proposed project is already within the Heights Water District boundary and service from the City sewage infrastructure is readily available making it a very cost-effective, in-fill property for the City. In addition, Iverness Drive and Pebble Beach Road are not complete streets that will be improved with the development by the Owner per City of Billings improvement requirements. This will be consistent with the essential investment to improve adjacent property values.

Place Making/Community Fabric - Utilizing the subject properties as Public space will enhance the currently vacant property and facilitate a public space for community members to meet, which is integral to a vibrant community.

Strong Neighborhood - The goal of the proposed project is to focalize a public gathering space that fosters faith, good will, and social interaction. By re-zoning to allow for the intended development as a church, the properties will be developed per the City of Billings development standards, providing safe walking spaces on the east side of Iverness Drive and south side of Pebble Beach Road.

Prosperity - By re-zoning the properties to public space, additional civic gathering spaces will be provided that further foster a sense of community and togetherness that make Billings attractive for a strong, skilled, and diverse workforce.

2. Explain how the proposed project meets the 10 zone change criteria.
  - a. Is the new zoning designed in accordance with the growth policy?  
The new zoning to construct a public place of worship aligns with the City of Billings growth strategy aiming to develop adjacent to existing infrastructure, provide a low cost of service, and enhance strong, clean, safe neighborhoods.
  - b. Is the new zoning designed to secure from fire and other dangers?

There are fire hydrants located in close proximity to the site on the North and South corners of Lot 4. Fire Station #6 happens to be on the same street (Wicks Ln) and less than 2 minutes away from the site. Construction of the site will comply with building regulations and zoning code to allow for appropriate separation of buildings and proper lighting for public safety and security. The site is located outside of any floodplain.

**c. Will the new zoning promote public health, public safety, and general welfare?**

The proposed zone change opens the possibility of active engagement in community support services. Churches contribute to the overall well-being of individuals in the community, addressing health and safety needs. The buildout of this vacant land will bring social interaction and support networks within a community to positively impact mental health and general welfare.

**d. Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements?**

The change in zone will not require any major water or sewer improvements to the site as it can already be serviced readily by mains underneath Wicks Lane and Iverness Drive. Parking, landscaping, sidewalks, and storm retention will be addressed in the individual site layout per City of Billings development requirements. The development is served by MET transportation, with the closest stop being on Wicks Lane, and a multi-use trail within close proximity at the intersection of Governors Boulevard and Wicks Lane. The development does serve as a central point between elementary, middle, and high schools within the Heights.

**e. Will the new zoning provide adequate light and air?**

The proposed zone change will have minimal impact on light and air in the surrounding area. The required open space within the proposed P2 district will allow for adequate lighting and air for the property and surrounding area. Any improvements to the land must adhere to the zoning requirements for lighting laid out by the City's Zoning Code which directly addresses open areas and light.

**f. Will the new zoning affect motorized and nonmotorized transportation?**

As the zone change will convert vacant lots to public development, additional community members will travel to the area creating an impact on the motorized transportation in the area. The large number of existing and proposed sidewalks and multi-use trails in the area leading to popular residential areas, nearby parks, and schools within the Height's will also help mitigate additional unnecessary traffic. It should be noted that traffic generated by the development will see peaks on

weekends days when traffic flow is lower on adjacent existing residential streets.

- g. Will the new zoning promote compatible urban growth?**  
The P2 zoning will promote compatible urban growth by constructing a church. Churches historically preserve a city's cultural heritage while accommodating modern needs. Like a downtown cathedral or an iconic silhouette against the city's horizon, the design and architecture of the church remains nestled between residents. This zoning will allow for new residents to move into a vibrant and aesthetically pleasing neighborhood that can easily meet most of their needs in the immediate area.
  - h. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?**  
With this zone change, the entire Block 4 of Lake Hills Subdivision 2<sup>nd</sup> Filing will become a public zone. East of the subject lots is an existing church providing adequate buffering and minimizing impacts to surrounding areas. Through proper planning and tiering away from existing neighborhoods, the proposed zone change from N3 to P2 will not impact the character of the existing community.
  - i. Will the new zoning conserve the value of buildings?**  
The new zoning will conserve the value of buildings in the area by providing a community benefit to the surrounding neighborhoods and community. In addition, development of the property will improve both Iverness Drive and Pebble Beach Road to City standards, thus improving adjacent amenities.
  - j. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?**  
As the subject properties are considered infill, the development of the land in conjunction with this zone change will provide the most appropriate use of the land, changing readily developable land from vacant to occupied. The proposed development integrates public health and safety, without strain to city infrastructure or EMS services, and acknowledges the heritage of the Heights community with respect to religious land usage.
- 3. Does the new zoning fit with the existing or planned developments within the area?**  
The new zoning will fit seamlessly into the existing or planned developments due to a diverse and inclusive neighborhood. The residences that surround the area of interest will be provided with a community gathering space that complies with the city's regulations to foster health, goodwill, and social interaction of all ages and income levels.

# ZONE CHANGE

## Pre-Application Statement of Owner(s) and 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:** N3 - Suburban Neighborhood Residential

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2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

Change underlying zoning from N# - Suburban Neighborhood Residential to P2- Public, Civic and Institutional to allow for development as a church.

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3. **Legal Description of Property:**

Lots 3 and 4, Block 4, of the Amended Plat of Block 4 Lake Hills Subdivision 2nd Filing

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4. **Neighborhood Task Force Area:** Yes /// No . If Yes, Name of Task Force  
Heights Neighborhood Task Force

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5. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to on line application

6. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to on line application

7. **The undersigned affirm the following:**

1) The pre-application neighborhood meeting was held on the 14th, day of  
December, 2023.

2) The zone change application is based on materials presented at the meeting.

**Owner (s):**

Gracepoint Church of Billings, Montana Telephone: 406-318-7731

Address:

PO Box 50759, Billings, MT 59105 Email: jim@gracepointbillings.com

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**Agent (s):**

*Taylor Kaypovich* Telephone: 406-384-0080

Address: 608 N 29th Street, Billings, MT 59101 Email: taylor@performance-ec.com

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Complete this form and upload to your on-line Zone Change application



## Lots 3 & 4, Block 4 Amended, Lake Hills Subdivision, 2<sup>nd</sup> Filing

### Zone Change Neighborhood Meeting Notes

The meeting was conducted from 5:30-6:30 PM on December 14, 2023 at the Lake Hills Golf Course's upstairs meeting area. The meeting was hosted by Taylor Kasperick of Performance Engineering (Agent) and Jim Taber of Gracepoint Church Billings, Montana (Developer).

There were eleven (12) public participants for the meeting. We did not receive any calls prior to the meeting or following the meeting. In general, questions from the public included what the plan was for the land following the zone change, how much traffic could be expected, and who would be responsible for improvements to bring Iverness Drive and Pebble Beach Road up to City of Billings standards. Specific questions and information provided to the group in attendance are detailed below.

Questions from the individuals and subsequent responses are shown below:

- **What is the timeline on the development of the property?**

*The overall timeline of the project was discussed providing information on the planned zone change, which would be heard by City Council at the February 26<sup>th</sup>, 2024 meeting, preparation of site layout and design documents, and review by the City of Billings Engineering and Building Departments. Given these steps, it was discussed that commencement of construction would likely be in May of 2024 and the construction process would likely take approximately one year.*

- **Where will the property be accessed from?**

*It was discussed that based on the City of Billings proposed access control plan, it is likely that only a single approach off Wicks Lane would be allowable, meaning that the site would likely be accessed from both Wicks Lane and Iverness Drive. It was noted that a complete site plan has not been prepared at this juncture, but this would be coordinated with the City of Billings during review and approval of the site plan permitting process.*

- **How much traffic would be expected for the proposed church building?**

*The Developer noted they typically serve approximately 250-300 people in the congregation on a peak weekend service schedule. It was noted by the Agent that the City of Billings has a 500 trip/day threshold for conducting a Traffic Impact Study (TIS), and that should the proposed development trigger that threshold a study would need to be conducted that would recommend traffic measures to address this increased volume.*

- Who will be responsible for the cost to improve Iverness Drive and Pebble Beach Road to City Standards? Surrounding owners were assessed the cost for previous improvements in the past and do not want to be assessed for additional improvements.

*The Agent noted that per the City of Billings development requirements, the Developer will be responsible for improving their frontage to City standards including road widening (if necessary), curb and gutter, and sidewalk as part of the development process. It was noted that depending on final development plan and whether that is both subject lots in their entirety or only a portion, the frontage of the area of development would be required to be improved.*

- Does the church plan to house any residents on the premises?

*The Developer indicated that at this time there is not plans to house residents on the premises due to the amount of staff and resources it takes to do so. This would be an allowed use, Group Household Living, under the P2 zoning as a permitted use.*

SHEET TITLE  
**PROPOSED ZONING MAP**

PROJECT TITLE  
**GRACEPOINT CHURCH**

CLIENT  
**GRACEPOINT CHURCH OF BILLINGS MT**

608 NORTH 29TH STREET  
BILLINGS, MT 59101



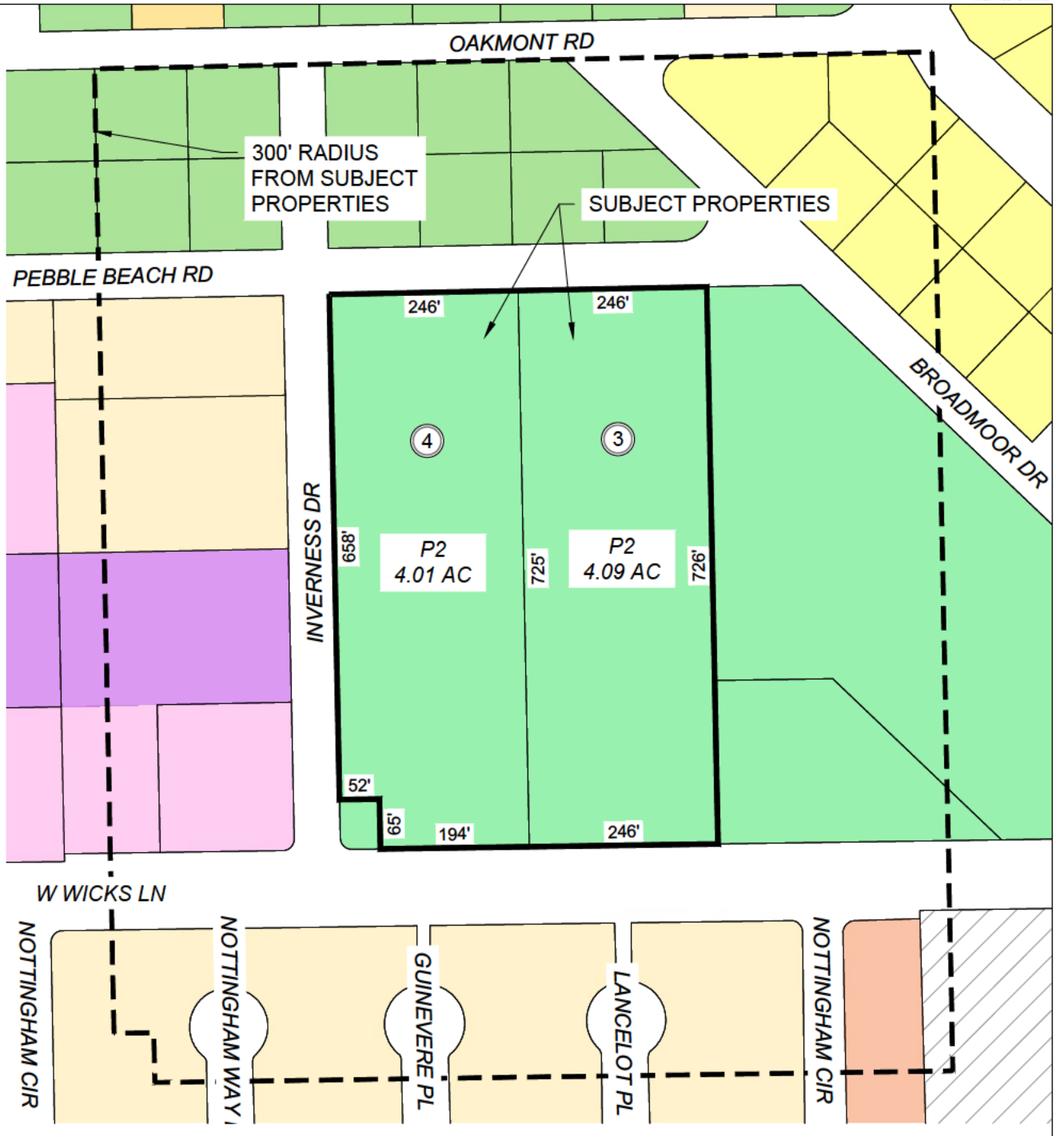
**PERFORMANCE ENGINEERING**

(406) 384-0000  
www.performance-eng.com

EXHIBIT  
**EX A**

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- LEGAL DESCRIPTION**
- LAKE HILLS SUBDIVISION 2ND FILING, LOT 3 AND 4, AMENDED BLOCK 4, S16, T01N, R26E
- ③ LOT 3: 178,207 SF, 4.091 ACRES  
ZONING: EXISTING - N3; PROPOSED - P2
  - ④ LOT 4: 174,821 SF, 4.013 ACRES  
ZONING: EXISTING - N3; PROPOSED - P2
- ZONING LEGEND**
- CMU1: COMMERCIAL MIXED USE 1
  - NX1: MIXED RESIDENTIAL 1
  - NX2: MIXED RESIDENTIAL 2
  - NX3: MIXED RESIDENTIAL 3
  - P1: OPEN SPACE, PARKS, RECREATION
  - NO: NEIGHBORHOOD OFFICE
  - NMU: NEIGHBORHOOD MIXED USE
  - N3: SUBURBAN NEIGHBORHOOD
  - P2: PUBLIC, CIVIC, AND INSTITUTIONAL, SMALL
- PROPOSED ZONE CHANGE BOUNDARY**



ORDINANCE 24-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION for Lots 3 and 4  
of Amended Plat of Block 4, Lake Hills Subdivision 2<sup>nd</sup>  
Filing, 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.** **Lots 3 and 4 of Amended Plat of Block 4, Lake Hills Subdivision 2<sup>nd</sup> Filing,** is presently zoned **Suburban Neighborhood Residential (N3),** 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 **Lots 3 and 4 of Amended Plat of Block 4, Lake Hills Subdivision 2<sup>nd</sup> Filing,** is hereby changed from **Suburban Neighborhood Residential (N3),** to **Public 2 (P2),** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Public 2 (P2),** as set out in the Billings, Montana City Code.

**Section 4. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**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 26<sup>th</sup> day of February 2024.

PASSED, ADOPTED and APPROVED on second reading this 11<sup>th</sup> day of March 2024.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk

Zone Change 1042 – 655 W Wicks Lane