****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.
- Click Here for Zoom Meeting Webinar IDs and Passcodes
- Click Here for Zoom Meeting Instructions for Attendees (as guests)

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

CITY OF Billings

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

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS | MARCH 11, 2024 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Owen

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

MINUTES: February 26, 2024

COURTESIES:

PROCLAMATIONS: AmeriCorps Week - March 10-16

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 5 and 6 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

1. **W.O. 24-02: Missing Sidewalk Project.** (Opened 2/6/2024) Recommend Knife River for Schedules I and II.
2. **1709 Saint Johns Avenue, Housing Rehabilitation Project.** (Opened 2/20/2024) Recommend rejecting all bids.

B. **Agreement** with United Diagnostic Services, LLC for Medical Evaluation/Diagnostic Consultant Services for Fire Department.

C. **Memorandum of Understanding** between the City Parks Department and Little League Baseball and Softball.

D. **Memorandum of Understanding** between the City Parks Department and Annafeld Homeowners Association.

E. **Recommendation of Approval** of the 2024-2028 Transportation Improvement Program to the Policy Coordinating Committee.

F. **Grant Application Submittal** for AmeriCorps VISTA Project.

G. **Acceptance** of Inflation Reduction Act Urban and Community Forest Grant.

H. **Preliminary Minor Plat** of Zimmerman Home Place Subdivision, 4th Filing. *Quasi-Judicial

I. **Resolution** ordering improvements for W.O. 24-02: Missing Sidewalk Program.

J. **Second/Final Reading Ordinance** for Zone Change 1042, located at 655 W. Wicks Lane. *Quasi-Judicial

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

1. February 5, 2024
2. February 13, 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 AND RESOLUTION** rescinding and repealing Resolution 90-16317, exempting property located within Hogan Homestead Subdivision. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution rescinding and repealing Resolution 90-16317, as recommended by staff.

3. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending BMCC, Article 22-800, Storm Sewers. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the first reading ordinance amending BMCC, Article 22-800, Storm Sewers, as recommended by staff.

4. **PUBLIC HEARING FOR PURCHASE, SALE AND DEVELOPMENT AGREEMENT** of City Hall, South Parking Lot, and North Parking Lot with Honaker Realty, LLC. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the execution of a purchase, sale and development agreement with Honaker Realty LLC, as recommended by staff.

5. **TAX INCREMENT FINANCING ASSISTANCE** from Downtown Urban Renewal District to the Rockman Project for hotel project at intersection of North 27th Street and 2nd Avenue North, up to a maximum reimbursement of $5,000,000, to be paid in 5 disbursements of $1,000,000 each within 5 continuous fiscal years, as recommended by Downtown Billings Partnership (DBP) Board.

Recommended Motion: I move to approve tax increment financing assistance from Downtown Urban Renewal District to the Rockman Project, up to a maximum reimbursement of $5,000,000, to be paid in 5 disbursements of $1,000,000 each within 5 continuous fiscal years, as recommended by DBP Board.

6. **TAX INCREMENT FINANCING ASSISTANCE** from the East Billings Urban Renewal District (EBURD) to Tailwind Management, LLC for remodel and redevelopment of property at 320 North 17th Street, up to a maximum reimbursement of $137,086.47, as recommended by the Billings Industrial Revitalization District (BIRD) Board.

   Recommended Motion: I move to conditionally approve tax increment financing assistance from the EBURD tax increment finance district funds to Tailwind Management, LLC, up to a maximum reimbursement of $137,086.47, as recommended by the (BIRD) Board.

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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City Council Regular

Date: 03/11/2024
Title: WO 24-02: Missing Sidewalk Project, 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 WO 24-02: 2024 Missing Sidewalk Project, Schedule I--Claim Jumper and Schedule II--Lyman Avenue to Knife River Billings for a total of $471,880.

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

The Missing Sidewalk/Miscellaneous Concrete project is intended to concentrate on installing sidewalk in areas that are missing pedestrian facilities. As a priority, City staff identified missing sidewalk in areas along arterial streets, collector streets, school routes (as identified in the Safe Routes to School Plan), or in high pedestrian areas for inclusion in this program. The streets identified as missing sidewalk are Claim Jumper Lane from Babcock Boulevard to Nutter Boulevard; Lyman Avenue from 22nd Street West to Poly Drive Elementary School; and Lyman Avenue from Elizabeth Street to Poly Drive Elementary School.

The project was split into the following bid schedules:
Schedule I: Claim Jumper Lane and Schedule 2: Lyman Avenue. Contractors were given the option to bid on any combination of schedules. The specified construction schedule was flexible, giving contractors until June 30th, 2025 to complete the work. Separating bid schedules and providing flexible completion time allowed multiple contractors (large and small) to bid on the work and obtain the lowest bids possible.

The project was advertised on January 19, January 26 and February 2, 2924, in the *Yellowstone County News* and on the City's website. Bids were opened on February 6, 2024 and three bids were received. Knife River Billings submitted the lowest, responsible bid for both Schedules 1 and 2.

ALTERNATIVES

City Council may:

- Award WO 24-02 Schedules 1 and 2 to Knife River, contingent on Council ordering in improvements via resolution
- Award any combination of schedules, contingent on Council ordering in improvements via resolution
- Reject any schedules or all bids. Rejecting certain schedules or all bids will leave areas of missing sidewalk that are key to maintaining continuous pedestrian connections.

FISCAL EFFECTS

The following bids were received:

Contractor	Schedule I Claim Jumper	Schedule 2 Lyman Avenue	Total Bid
Knife River Billings	**$141,250.00**	**$330,630.00**	**$471,880.00**
Weave Construction	$157,076.00	$397,933.00	$555,009.00
Askin Construction	$152,300.00	$413,480.00	$565,780.00

The project was budgeted in FY24 using Gas Tax funds and Property Assessments. There is sufficient budget to award the project.

City Council Regular

Date:	03/11/2024
Title:	Bid Award / 1709 Saint Johns Ave. Housing Rehabilitation Project
Presented by:	Tam Rodier
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

City staff recommends the City Council reject all bids received in response to the Invitation for Bids for 1709 Saint Johns Avenue Housing Rehabilitation Project.

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

The City of Billings purchased this HUD-foreclosed property on November 2, 2023, as part of the City's Foreclosure Acquisition / Rehabilitation Program. Under this program, Community Development Block Grant (CDBG) funds are used to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within our community. This property features a one-story, 1,000 square foot ranch-style, single-family house with a full basement, on a 6,072 square foot lot. Following a series of professional inspections, an Invitation for Bids (IFB) was developed and advertised on January 19 & 26 and February 2, 2024, in the Yellowstone County News and on the City's website. Bids were publicly opened on February 20, 2024. One bid was received from Wyman Construction, LLC for $258,403.31. The bid received was higher than the estimate and project budget. City staff will review and re-design some project items to lower costs and will re-bid the project as soon as possible.

STAKEHOLDERS

Because the rehabilitated home will be sold to an income-qualified First Time Home Buyer applicant, all low-income community members are considered stakeholders in the completion of this housing rehabilitation project.

ALTERNATIVES

City Council may:

- Reject all bids for 1709 Saint Johns Avenue Housing Rehabilitation Project. There is no viable alternative given the project and budget limitations.

FISCAL EFFECTS

Available CDBG funding allocated to the City of Billings from the U.S. Department of Housing & Urban Development (HUD) will be utilized for this project.

Resolution 17-10660 pertaining to the City's Foreclosure Acquisition / Rehabilitation Program stipulates the maximum rehabilitation cost is fifty percent (50%) of the current HUD purchase price limit. For this project, that means $167,950. The Wyman Construction, LLC bid is more than the maximum rehabilitation cost.

SUMMARY

City staff recommends the City Council reject all bids received for 1709 Saint Johns Avenue Housing Rehabilitation Project.

Attachments

Resolution 17-10660

RESOLUTION 17-10660

A RESOLUTION AMENDING RESOLUTIONS 10-18921, 10-18984, 11-19122, AND 13-19325 GRANTING THE CITY ADMINISTRATOR THE AUTHORITY TO EXECUTE CONTRACTS TO AUTHORIZE AND FACILITATE THE IMPLEMENTATION OF THE NEIGHBORHOOD STABILIZATION AND FORECLOSURE ACQUISITION / REHABILITATION PROGRAMS.

WHEREAS the City of Billings applied to the Montana Department of Commerce for a maximum of $2,687,350 in Neighborhood Stabilization Program funding on July 27, 2009 to acquire, rehabilitate and offer affordable housing opportunities to low, moderate, and middle income households;

WHEREAS the funding for the Neighborhood Stabilization Program was authorized through the Housing and Economic Recovery Act of 2008 to prevent the deterioration of neighborhoods due to foreclosures;

WHEREAS the City of Billings received a finalized contract #MT-NSP-024-01-001 from the Montana Department of Commerce's Neighborhood Stabilization Program on January 25, 2010, authorizing the City of Billings to proceed in implementing the Neighborhood Stabilization Program within the City of Billings limits;

WHEREAS, the City of Billings will appropriate Neighborhood Stabilization Program Income and other federal funding for approved projects to implement the program through Budget Allocations and Amendments on a project-by-project basis;

WHEREAS, the City of Billings allocates Community Development Block Grant funding to further the program under the Foreclosure Acquisition / Rehabilitation Program, which is managed in a similar manner to the Neighborhood Stabilization Program;

WHEREAS, HUD rules preempt Billings City Code 22-902, Sale, Disposal, or lease of City Property. Therefore, there will be public notice of each sale, but no notification needs to be mailed to adjacent property owners. A public hearing on each sale also does not need to occur; and

WHEREAS, the City of Billings desires to establish data-driven funding limits that automatically adjust to current local market conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Funding Appropriation: The City of Billings hereby authorizes the appropriation of funding on a project-by-project basis to acquire, rehabilitate and sell vacant, foreclosed homes to low-income homeowners meeting the U.S. Department of Housing and Urban Development's (HUD) 80% Area Median Income limits.

Section 2. Contract Authority and Execution: The City of Billings hereby authorizes the City Administrator the authority to execute maximum contracts throughout the implementation of the Neighborhood Stabilization and Foreclosure Acquisition / Rehabilitation Programs as follows:

a) The acquisition price to purchase eligible, foreclosed and / or vacant housing units citywide shall not exceed 95 percent of the current local median sales price, as established by HUD.

b) Contracts for rehabilitation and / or new construction to bring the units to current HUD and local housing standards shall not exceed 50 percent of the current local median sales price, as established by HUD.

c) Contracts to safely demolish foreclosed and blighted structures not suitable for rehabilitation in order to prepare the parcel for future affordable housing development shall not exceed 15 percent of the current local median sales price, as established by HUD.

Section 3. Change Orders: The City of Billings hereby authorizes the City Administrator the authority to implement change orders, limited to 10 percent of the original contract price, to facilitate the implementation of the Neighborhood Stabilization and Foreclosure Acquisition / Rehabilitation Programs.

Section 4. Contract Authority and Execution: The City of Billings hereby authorizes the City Administrator the authority to execute Neighborhood Stabilization and Foreclosure Acquisition / Rehabilitation programs property sales contracts, closing documents, and any and all other required documents related to the sale of acquired properties.

Section 5. Duration: The Resolution shall become effective on September 11, 2017 and will continue as long as program funding is available and allocated to the programs named herein.

Passed and approved this 11th day of September, 2017.

CITY OF BILLINGS



BY: Thomas W. Hanel
Thomas W. Hanel, MAYOR

ATTEST:

BY: Denise R. Bohlman
Denise R. Bohlman, CITY CLERK

City Council Regular

Date:	03/11/2024
Title:	Medical Evaluation/Diagnostic Consultant Services Agreement
Presented by:	Pepper Valdez, Fire Chief
Department:	Fire
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council award a contract for Medical Evaluation Services with United Diagnostic Services, LLC, for a period of two years at a price not to exceed $161,000 in year one. This contract shall have an option to renew for an additional three (3) one-year options by mutual agreement of both parties. The parties agree to a 4% increase in pricing after the first year. Prices for pursuant years will be negotiated by both parties.

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

City staff was tasked with conducting a Request for Proposals (RFP) process to select a Medical Evaluation/Diagnostic Services consultant to provide on-site diagnostic services for the Billings Fire Department employees. This evaluation would be more comprehensive than the current service and provides for a better presumptive illness baseline. The RFP was advertised on 10/13/23 and 10/20/23, with responses due by 11/3/23. One response was received. Selection was based on firm experience and key project staff, available resources and consultant location, and project methodology and approach. The selection committee, made up of City staff from various Departments, evaluated the proposal, revised the scope of work and unanimously agreed to recommend United Diagnostic Services, LLC, for recommended award by City Council.

ALTERNATIVES

City Council may:
Approve the agreement with United Diagnostic Services, LLC, for a period of two years at a price not to exceed $161,000 in year one; or,
Not approve the agreement with United Diagnostic Services, LLC, for a period of two years at a price not to exceed $161,000 in year one, and provide staff with further direction.

FISCAL EFFECTS

The contract amount is not to exceed $161,000 in year one. This contract shall have an option to renew for an additional three (3) one-year options by mutual agreement of both parties. The parties agree to a 4% increase in pricing after the first year. Prices for pursuant years will be negotiated by both parties. The funding for this project will come from Billings Fire Dept., which budgeted $76,000 for these services in FY24. It is anticipated the budgeted amount will cover the contract based on past utilization of the services.

SUMMARY

Staff recommends the City Council award a contract for Medical Evaluation Services with United Diagnostic Services, LLC, for a period of two years at a price not to exceed $161,000 in year one. This contract shall have an option to renew for an additional three (3) one-year options by mutual agreement of both parties. The parties agree to a 4% increase in pricing after the first year. Prices for pursuant years will be negotiated by both parties.

Attachments

UDS BFD Agreement

MEDICAL EVALUATION/DIAGNOSTIC

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____ by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **UNITED DIAGNOSTIC SERVICES, LLC**, of 1400 Avenue Z, Suite 301, Brooklyn, NY 11325, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to provide on-site diagnostic services for the Billings Fire Department employees and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

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

1. PURPOSE: CITY agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. TERM: This **AGREEMENT** shall be for a period of two years from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for three (3) one year options by mutual agreement of both parties, in writing, thirty (30) days prior to

termination of each term, contingent upon funding appropriations and program approvals being granted by the Mayor and City Council

3. PAYMENT: In consideration of the services provided by the **CONSULTANT** at the request of participants shall be billed and collected through the **CITY** and/or **CITY's** third-party administrator of self-insured health plan. To the extent that payment made by third-party administrator is less than the contractual amounts set forth in this **AGREEMENT**, the **CITY** shall pay the difference to **CONSULTANT**.

The **CITY** agrees to pay **CONSULTANT** the prices outlined in Exhibit B, attached hereto, on a per participant basis, with a price not to exceed $161,000 in the first year. The parties agree to a 4% increase in pricing after the first year. Prices for pursuant years will be negotiated by both parties.

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

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

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the **CONSULTANT** will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

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

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

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

6. INDEMNITY:

The **CONSULTANT** SHALL:

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

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

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

The **CITY** SHALL:

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

E. Not indemnify and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by

the wrongful or negligent acts, error or omission of the **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.

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

7. INSURANCE:

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

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

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

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

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

CONSULTANT shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for

those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

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

8. AGREEMENTS OF CONSULTANT: As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

9. AGREEMENTS OF CITY:

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

B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is Ray Lankin, and the Project Manager for the **CITY** designated is Jacob Wilkins.

10. NONDISCRIMINATION:

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

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

The **CONSULTANT** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by

covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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

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

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

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

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

11. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

12. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any

part hereof, or the right of such party thereafter to enforce each and every provision hereof.

13. **CONFLICT OF INTEREST: CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result **in** a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.

14. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

15. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

16. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.

17. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

    In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

18. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.

19. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed

the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.

20. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

21. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.

22. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.

23. **ATTORNEY'S FEES AND COSTS:** That 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 the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

24. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.

25. **MODIFICATION AND AMENDMENTS:** That any amendment or modification 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**.

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

CITY OF BILLINGS, MONTANA

_____

WILLIAM A. COLE, MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

UNITED DIAGNOSTIC SERVICES, LLC

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall:

1. Provide medical evaluation services for each member of the Fire Department which shall comply with all requirements prescribed in the most current National Fire Protection Association NFPA 1582, Standard on Medical Requirements for Firefighters and all other applicable standards, guidelines, laws, regulations and acts.

   These services shall include, at a minimum:

   a. Health Risk Appraisal Questionnaire.
   b. Lab Analysis: (chemistry panel 23, CBC, lipid profile, TSH & Urinalysis) and heavy metals as needed.
   c. Comprehensive Medical History.
   d. Medical Exam: comprehensive physical exam includes: head, eyes, ears, nose, throat, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check (must be conducted in a private area by a physician).
   e. Anthropometric measurements.
   f. Chest X-ray as needed.
   g. Pulmonary function evaluation for Suppression personnel.
   h. Body composition measurements.
   i. Resting electrocardiogram.
   j. Submaximal ergometer graded exercise treadmill or bicycle stress test, which must be monitored on-site by a board-certified physician.
   k. Vision and hearing screening.
      i. Vision must be tested with mechanical tester. Wall charts will not be acceptable.
      ii. Audio testing is conducted by a tuning fork. If hearing loss is detected, the firefighter is referred to their personal physician for further testing.

iii. The minimum requirements in the specifications are based upon NFPA 1582.

l. Result consultations (Must be held in a private area by a physician).
    i. Individual screening results.

m. Ultrasound:
    i. Echocardiogram (Valve Function, Heart Pumping Ejection Fraction)
    ii. Cartoid Doppler
    iii. Abdominal Aortic Aneurism (AAA)
    iv. Thyroid
    v. Abdominal and Bladder Ultrasound
    vi. Testicular (men only) or Pelvic (external – women only) Ultrasound

Program must meet the requirements of N.F.P.A. 1582 and current HIPAA regulations for patient privacy.

2. Provide onsite screening services to specified **CITY** locations on an as-needed basis and on pre-arranged dates to conduct the screening tests and services identified herein. Individual results will be sent directly to the homes of participants with HIPAA compliant Aggregate Reports provided to **CITY**, if applicable.

   Participant approval is required to forward results to managing physician. Services that are the practice of medicine will be provided by applicably licensed professionals employed and/or engaged by **CONSULTANT**. In the event that a participant desires to obtain professional items and services from a provider, the same shall be arranged through separate arrangements directly between the provider and the participant. All services shall be provided subject to the terms and conditions set forth in this **AGREEMENT**.

3. Support the success of **CITY's** wellness program by designing and supplying announcements, invitations, letters, signs, brochures and posters in both electronic and hard copy form. These will be customized to detail the coordination of any existing Wellness efforts and Benefit Plans of the **CITY**.

   To the extent that **CONSULTANT** provides the **CITY** with any electronic or printed materials, it provides these materials subject to a limited license to the **CITY** to use the promotion materials for the **CITY's** own use. **CONSULTANT** may revoke this license at its discretion at any time. The license shall expire upon completion of the wellness event or the agreement between **CITY** and

CONSULTANT. The **CITY** may not copy or distribute the promotional materials in any manner except as may be agreed to in advance by **CONSULTANT**.

4. Publish a toll-free number for employees, provide a web-based scheduling portal and coordinate any other required registration requirements with **CITY**. Advance registration ensures prompt, timely administration of the screenings, minimizing the disruption of the employee's time.
5. Maintain all necessary resources, including technology, equipment, software, programs and trained personnel to properly perform the screening services described herein consistent with standard practices.
6. Perform the screening services described herein in a professional manner.
7. Ensure that it is a duly formed organization in good standing under the laws of the state in which the screening will occur.
8. Maintain professional and general liability insurance coverage in a sufficient amount for coverage against risks reasonably anticipated in providing the screening services.
9. Have the authority to enter into and perform obligations set forth in this **AGREEMENT**.
10. Not violate any law or regulation to which **CONSULTANT** is subject.

CITY shall:

1. Identify key managers or executives who shall assist through the sponsorship and endorsement of any health and wellness promotion.
2. Grant **CONSULTANT** access to normal communication channels with employees/members; including mailing address, e-mail, payroll stuffers, newsletters, public postings or any method of employee communication normally utilized. All promotional materials will be approved by the **CITY** in a timely manner.
3. Provide specific details of wellness efforts or other benefits as appropriate to **CONSULTANT** for inclusion in education or promotion efforts.

EXHIBIT A

United Diagnostic Services, LLC

Health & Physical Proposal

UNITED DIAGNOSTIC SERVICES LLC
Saving Lives Through Prevention

Thank you for giving us the opportunity to partner with you to provide our early detection and diagnostic services to your members. Our experience administering cancer and cardiovascular detection programs proved successful with the identification of both low risk and high-risk pathologies. Providing these same diagnostic services to your first responders will provide direct access to early detection and prevention of cancer, heart, and vascular disease. The information below is our proposal to partner with Billings Fire Department through the City of Billings and bring this lifesaving service to your members.

Overview

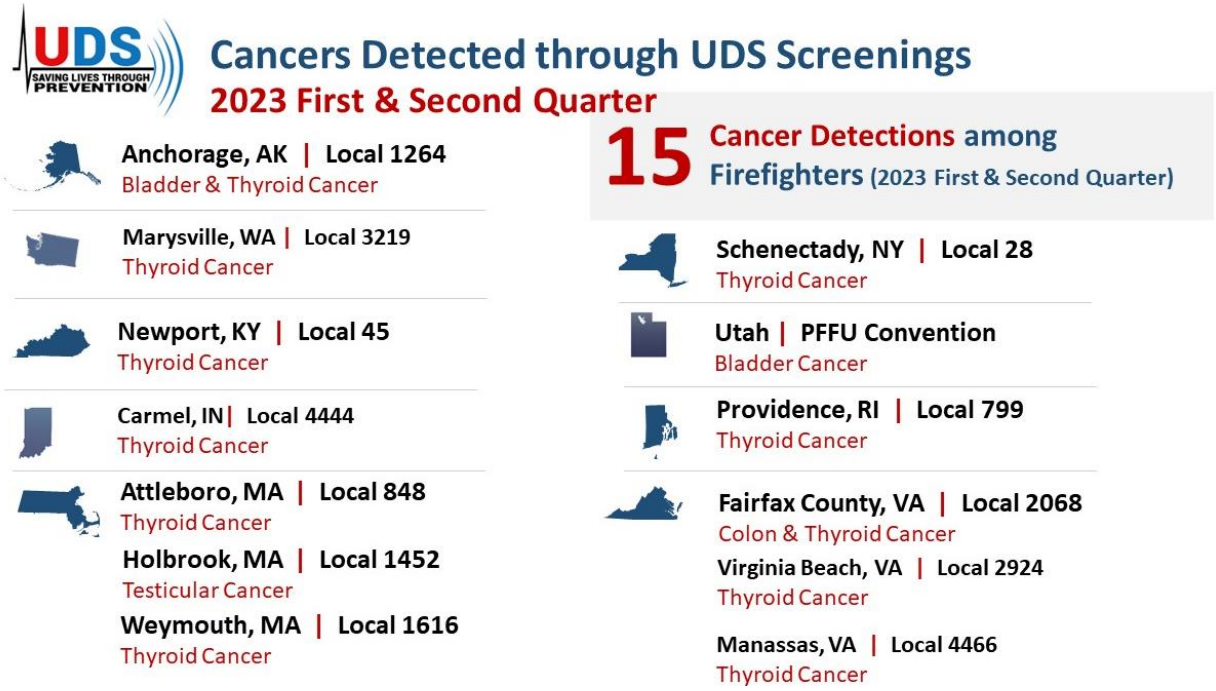
Early Detection and Diagnostic Health Screening onsite

The primary focus of our programs are identification, prevention, and coordination of ongoing care for members identified at risk for chronic conditions. It is a diagnostic experience that has been proven for First Responders to be lifesaving. All participants will receive professional interpretations from board certified physicians and a telemedicine phone call with direction to manage and identify concerns. Based on results of their exams, members will receive additional telephonic consultation with our clinical team to re-review results and next coordination care steps. Program may be delivered within approved site facilities.



Objectives

First Responders are under an elevated physical, situational stress and exposure for carcinogens. Even though heart disease is the number one killer in the United States general population, first responders fall into a high-risk category with higher frequency for cancer. To detect early evidence of cancer and heart disease, UDS recommends a complete Health and Physical program comprised of ultrasound-based screening which includes nine (9) body parts. Additional services are available through mobile units for Low dose helical CT scan without contrast, Mammograms, as well as blood markers such as PSA.



Onsite Initiatives Convenient Healthcare

First Responders face many obstacles that inhibit them to seek healthcare and health education. United Diagnostic Services onsite programs remove these barriers by delivering a concierge level program at the place where people spend the majority of their time; their work.

Since every organization is unique, UDS offers a wide variety of healthcare and diagnostic service solutions to meet their specific needs and culture. Our programs focus on detection of actionable pathologies, cardiovascular disease, and cancers; additionally, educating participants about their health status, educating them on behavior change options and referring them to additional care when needed.

UDS's sophisticated approach means we'll take care of all the details by scheduling, promoting, & educating your team members. With over 20 years as a healthcare provider, we have perfected the concierge model of healthcare delivery, and can customize a program to meet your needs.

Program Delivery Structure

To increase the effectiveness of participants' and ease program participation, local onsite facilities will be utilized. The physical health program can be set up in one centralized location. UDS proposes 15 to 20 members per technician daily. Ninety (90) minutes need to be allocated to complete the full scope of testing. Below is a breakdown of various components

Comprehensive Ultrasound Testing- 30 Minutes: 1 Member

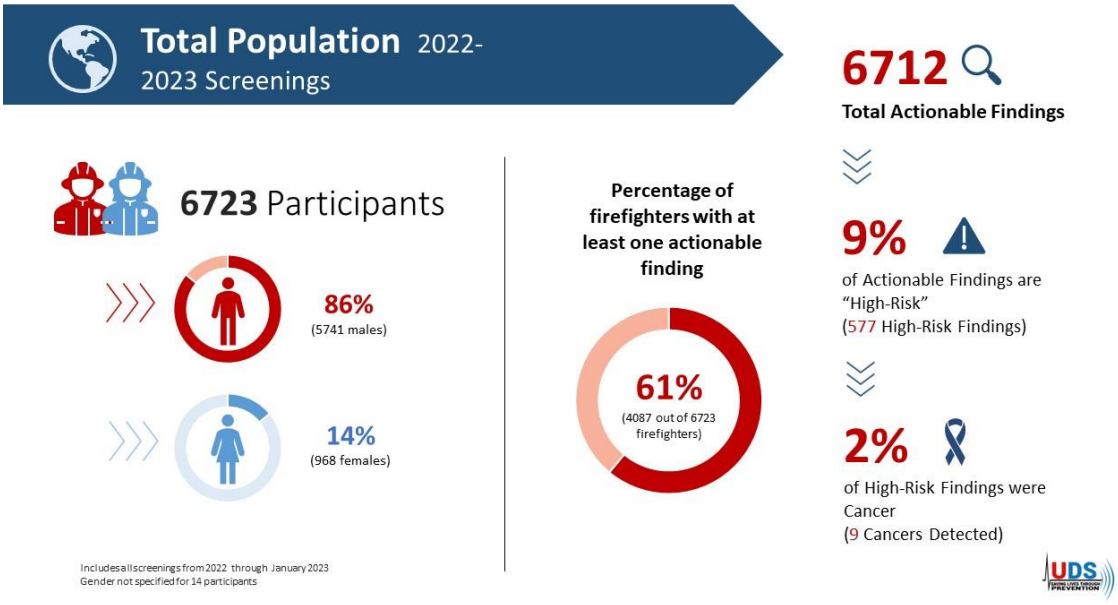
- Thyroid
- Liver
- Spleen
- Gallbladder
- Urinary Bladder
- Kidney
- Pelvic (External Women only)
- Testicular (Men only)

All the results are reviewed by a licensed cardiologist or radiologist. Each participant's confidential health report will be provided via secure email. Each participant with abnormal findings will receive a telephonic consultation with a board certified UDS Provider prior to receipt of results. Consultation will include a review and explanation of findings, potential health impact and a development of an actionable care plan. Additionally, participants will receive a 90 day follow up contact by UDS Nurse Case Management team to follow up on care plan progress and outcome.

Advantages of Onsite Programs

- Accessibility and convenience
- Aggregate picture provided to assist in the design of additional wellness initiatives.
- Increases utilization of covered benefits
- Onsite Health resources improves moral & productivity.
- Coordination of Care with PCP providers

Our programs administered during 2022 included 62% actionable items with 10% high risk pathologies.



Summary of Actionable Findings

= High Risk Pathology

National Report | 2022-23 Screenings
6723 Total Participants
5741 968

⚠ 577 High-Risk Findings

High-Risk Finding	Total #
Prostate – Heterogeneous and Enlarged	254
Testicles - Calcification/Microlithiasis	114
Thyroid - Nodules - Solid >1cm High Risk	55
Cardiac - Aortic Root Dilated	43
Cardiac - Moderate LVH	38
Cardiac - Moderate Mitral Regurgitation	24
Aorta - Dilated	12
Cardiac - Moderate-Severe Aortic Insufficiency	8
Cardiac - Low EF	6
Cardiac - Calcified Valve-Stenosis	6
Cardiac - Moderate Tricupid Regurg	4
Urinary Bladder – Abnormal Mass	5
Kidney – Abnormal Mass Growth	3
Urinary Bladder – Urinary Nodule	2
Cardiac - Severe Mitral Valve Regurgitation	1
Cardiac - Moderate Pulm Regurg	1
Pelvic - Heterogeneous Mass	1

6712 Total Actionable Findings

Liver	2367 Total Findings
Fatty and Enlarged	1810
Fatty	485
Hemangioma	27
Cyst	28
Fatty, Enlarged w/ Mass	10
Mass	3
Enlarged	1
Ill-Defined Mass	1
Hypoechoic Region	1
Complex Cystic Mass	1

Thyroid	1056 Total Findings
Enlarged Heterogeneous/Bulky	384
Nodules	352
Nodules - Solid <1 cm	58
Nodules - Solid >1cm High Risk	55
Nodules - Complex	54
Nodules - Cystic	43
Cyst	26
Nodules - <1cm	21
Multiple Cystic Nodules	10
Non-Identifiable Tissue	9
Increased Vascularity	9
Heterogeneous Ill-Defined Multiple Cystic Nodules	8
Heterogeneous and Small Size	7
Nodules - Solid	7
Smaller in size	4
Nodules - Bilateral	3
Irregular Shape	3
Heterogeneous and Atrophic in Size	2
Enlarged Lymph Node	1

Physical Exams - 45 Minutes: 1 Member

We realize yearly exams can be a daunting process. By coming on-site, we can perform up to 40 exams per day and can complete a department in just days instead of weeks or months. We perform 4-6 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams. Firefighters are able to remain in service and respond to emergencies if needed.

Blood and urine specimens are collected on site along with the ultrasounds if applicable 2-4 weeks prior to Phase 2 testing. This process enables providers to examine and consult with your firefighters with the information in front of them (labs, X-Rays, ultrasounds and medical history) just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

Chest X Ray - 10 Minutes: 1 Member

It's essential for firefighters to have access to proper medical surveillance and evaluation programs to ensure their respiratory health is adequately monitored. This approach can help identify potential issues early and provide necessary interventions to prevent the development of chronic pulmonary diseases.
A baseline chest X-ray should be conducted for all firefighters, both those with respiratory symptoms or pre-existing respiratory diseases and healthy individuals entering the profession. The baseline chest X-ray can serve as a reference point to monitor changes in lung health over time. Repeat chest X-rays should be conducted periodically to monitor any changes in lung health. The frequency of these periodic chest X-rays can vary, but a common recommendation is to repeat them every 5 years or sooner if medically indicated.
Regular mammograms can detect breast cancer in its early stages when it is typically more treatable. However, it is essential to note that mammograms are a diagnostic tool and not a preventive measure. They can detect cancerous changes in breast tissue, but they do not prevent cancer from developing.

FACILITY LOCATION(S)

UDS exclusively operates mobile units. The number of mobile units available for each service is as follows:

1. Complete Physical with Resting Electrocardiogram & Submaximal ergometer graded exercise treadmill: 1 unit
2. Chest X Ray: 1 unit
3. Ultrasound: 3 units
4. Blood tests: 3 phlebotomists available (typically 1 needed per site)

UDS mobile units are designed to provide convenient access to our services covering wide geographical area and reducing the need for patients to travel long distances. We can accommodate requests for specific service locations or scheduling, ensuring that we meet the needs of your program.

Additional Program Features

- Complete Aggregate Report delivered to client to assist in developing future wellness initiatives.
- Participant survey administered after exam.
- Complete report by Radiologist licensed in State
- Complete report by Cardiologist licensed in State
- Data analytics provided on established patient population to assess health trends from population participating in program multiple years.
- Nurse Practitioner Positive Result Consultation (telemedicine call)

Similar Programs

Pigeon Forge Fire Department 3229 Rena Street Pigeon Forge, TN 37863	April 11, 12, 20, 2023	37 participants
Canton Fire Department 99 Revere St, Canton MA 02021	April 24 - 25, 2023	35 participants
Bridgewater Fire & Police Departments 774 Plymouth St, Bridgewater Ma 02324	March 4 – 7, 2023	78 participants
West Hartford Fire Department 1106 New Britain Ave West Hartford, CT 06110	Oct 10 - 13, 2023	85 participants

*SN – all those listed above have tentative dates for 2024 as well.

Standard Labs and Screening included in physicals.

Chemistry Screening

Screens for Liver Cancer, Biliary Cancer, Diabetes, Gout, Kidney function, Anemia and Liver Disorders

Glucose
Sodium
Potassium
Chloride
Blood Urea Nitrogen
eGFR
BUN/Creatinine ratio
Uric Acid
Inorganic Phosphorus
Calcium

Iron

Total Protein
Albumin
Globulin
Albumin/Globulin Ratio
Total Bilirubin

Alkaline Phosphatase
Gamma-GT

AST (SGOT)
ALT (SGPT)

LDH

Complete Blood Count (CBC)

Screens for Lymphoma & Leukemia, Anemia, and other Blood Disorders

White Blood Cell Count (WBC)
Red Blood Cell Count (RBC)
Hemoglobin
Hematocrit
Platelets

RDW
Mean Corpuscular Volume (MCV)

Mean Corpuscular Hemoglobin (MCH)
Mean Corpuscular Hemoglobin Concentration (MCHC)

Lipids

Screening for Cardiovascular Risk

Triglycerides

Cholesterol, Total
HDL-High Density Lipoprotein Cholesterol
LDL-Low Density Lipoprotein Cholesterol

VLDL- Very Low-Density Lipoprotein Cholesterol

Cholesterol/ HDL-Cholesterol
Estimated Coronary Heart Disease Risk

Urinalysis

Screens for Bladder and Kidney Cancers

Color
Ketones
Appearance
Occult Blood
Specific Gravity
Glucose

Leukocyte esterase
pH
Nitrate
Protein

Bilirubin

Urobilinogen

Microscopic examination of urine sediment

Thyroid Stimulating Hormone

Screens for Thyroid Disease

Hemoglobin A1C

Screening for Diabetes

Prostate-Specific Antigen (PSA)

Screens for Prostate Cancer - Performed on all males 40 and older

Cancer Antigen 125 (CA-125)

Screens for Ovarian Cancer
Performed on all females

American Heart Association
American College of Cardiology
Atherosclerotic Cardiovascular Disease Risk

Calculation of an individual's risk of developing a cardiovascular problem such as a heart attack or stroke within the next 10 years. Calculated for those individuals over the age of 40.

Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA1582

Included in our Standard Physical

Medical Component per NFPA 1582 Chapters 6&7

- **Comprehensive Medical History**
  All necessary forms will be Provided
- **Medical Examination- Comprehensive physical exam**
  includes- Head, Eyes, Ears, Nose, Throat, Neck, Heart, Lungs, Gastrointestinal, Genitourinary, Lymph nodes, Musculoskeletal, skin, neurological and hernia check
  Screening for Skin, Thyroid and Testicular Cancer
- **Vitals-**
  Height, Weight and Blood Pressure
- **Body Composition**
  Bio Impedance Analysis (BIA)
- **Vision-**
  Snellen(distance) screening
- **Lab Analysis-**
  Chemistry Screen, CBC, Lipid panel, TSH, and Urinalysis, PSA (Males over 40), CA-125 on all Females, Hemoglobin A1C
  - Bloodwork will be drawn in the morning approximately 2-4 weeks prior to testing
- **Hearing Test-**
  Audiogram using our Benson audiometers or whisper test
- **Pulmonary Function Testing**

Fitness Component per NFPA 1582 Chapter 8

- **WFI Submaximal Graded Treadmill Evaluation**
  To evaluate aerobic capacity (per NFPA 1582 C.2.1.3)
- **Hand grip strength evaluation (NFPA 1582C.2.1.5)**
- **Vertical Jump Assessment (NFPA 1582 C.2.1.8) or Leg Strength Evaluation (C.2.1.6)**
- **Arm Strength Evaluation (NFPA 1582 C.2.1.7**
- **Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)**
- **Prone static plank core stabilization assessment (NFPA 1582 C.2.1.11)**
- **Sit and Reach Flexibility evaluation (NFPA 1582 C.2.1.12)**

SiteMed Value-Additional Standard Components

- **One-on-One consultation with a licensed medical provider**
  Medical provider may be a Physician, Physician's Assistant or Nurse Practitioner
- **Confidential copy of results and interpretations provided to each firefighter**
- **A Physician will evaluate all charts and issue clearance letters**
  Clearance letters will be provided within 7 Business days of the physical examination if there are no medical issues requiring follow up
- **Department Summary report including relevant averages, ranges, and annual comparison statistics**

Subject: Quality Improvement for the Echo Lab

QI Program Components

I. Introduction

Quality improvement is an important and essential component of any echocardiography laboratory. A comprehensive QI policy enables an echo lab to function more efficiently. The main goal of quality assurance is to promote learning and improve the quality of the echocardiograms being performed. Quality improvement is an on-going, continuous process to enable growth and productivity. Furthermore, QI procedures help to streamline policies and protocols to allow increased communication between the sonographer and physician. To ensure proper quality improvement our lab will adhere to the following policies: proper machine upkeep and maintenance, accurate and complete procedure volume log sheets, on-going continuing medical education, quarterly echocardiography conferences where each staff person is required to attend 1 out of 2 annual meetings. All QI record keeping will be kept in the lab by the technical director.

II. Instrument Maintenance/ Calibration, Transducer Cleaning

Instrument Maintenance/Calibration

The ultrasound unit is covered under the extended warranty. This equipment is purchased. The extended warranty will cover any problems or issues with the ultrasound unit, related transducers, display and printers. The warranty also includes 24-hour phone support. The manufacturer or a third-party service company will provide two (2) preventative maintenance visits per year. The PM checks will be scheduled through the company in conjunction with the echo lab's schedule availability. The approximate times for the service are every six months of each calendar year of the contract. During the PM visit, the company representative will service the machine, check for safety defects, and clean the appropriate parts. Also, the unit will undergo the proper and appropriate calibrations as deemed necessary by the engineer. The technical director will be responsible for scheduling the preventative maintenance with the company. The engineer will provide a completed work order after the maintenance check, which the technical director will keep on file in the echo department.

Transducer Cleaning

The transducers and ECG lead set are cleaned with transducer spray or T-Spray Disinfectant Detergent on hand in the department. All transducers and ECG leads must be cleaned after each patient with the appropriate transducer spray.

III. Procedure Volumes

All echocardiography procedures are recorded into a handwritten logbook in the echo department with the computer backup. The following information is collected: name, date, referring physician, reading physician and ID number. The logbook contains the proper information to find a study performed in the past and log sheets are kept on file, archived according to chronological order, and stored by year.

IV. Continuing Medical Education

The physician and sonographer are required to attend continuing medical education seminars or complete courses online or in person. The medical director needs 30 CME in 3 years. The medical staff, technical director and technical staff need 15 CME in a 3-year period. However, all sonographers are required to stay current with their registry and those requirements are already in place. All CME documentation will be collected from all staff members by the technical director and kept on file in the echo department's files. All effort will be made on behalf of all staff members to attend courses together and share information on upcoming CME classes so every staff member will be up to date on CME credit and conference attendance.

V. Echocardiography Conferences

Echo Conferences

Echo conferences are to be held 2 times per year for 1 hour. Each member of staff is required to attend at least 1 meeting. The purpose of theses echo conferences is for the physician and sonographer to discuss current, pertinent issues in the field of echocardiography including new techniques and the latest reports from educational studies, but more importantly establish quality issues within the lab. Interesting studies will be chosen according to a pre-determined topic. Also, the conference will allow time for the physician and sonographer to discuss past cases, areas of improvement in the facilitation of the lab, scanning protocols, and clinical patient care via a sonographer and physician case review session. The technical director will record the minutes of the conference keep a copy along with the study reports in the Policy and Procedures handbook. The QI yearly schedule is a guide to be sure all the QI items are covered over the year.

The agenda for a QI meeting is for the group to review 2 cases per quarter per modality. The review includes:

- Test appropriateness.
- Technical quality (Sonographer review)
- Interpretive quality review (Variability of Reporting)

- Timeliness and Completeness of reports
- Correlation if available

So, by viewing 2 studies, the images, and the report the group can determine those 4-5 measures.

The IAC has installed a QI tool on their website for each account that follows the same QI measures, and the staff can access that tool for easier completion of the QI requirements.

1. AUC Appropriate Use Criteria is an annual task to review charts and determine if they were ordered appropriately and 2 cases per modality per quarter must be evaluated and scored as **a. appropriate b. may be appropriate c. rarely or usually not appropriate.**
2. The technical quality of the imaging will be reviewed. Two cases per modality per quarter must be reviewed for image quality, completeness of the study and adherence to the facility protocol. The cases must represent as many sonographers as possible. Discrepancies in acquisition, quality and variability must be reconciled to achieve uniform examination quality.
3. The facility must evaluate the quality and accuracy of the interpretation based on the acquired images. A minimum of 2 cases per modality per quarter must be evaluated for the quality and accuracy of the interpretation based on the acquired images. The cases must represent as many physicians as possible. Differences in the interpretation must be reconciled to achieve uniform examination interpretation.
4. The facility must evaluate the final report for completeness and timeliness. A minimum of 2 cases per modality per quarter must be evaluated for completeness and timeliness of the final report as required in the Standards for completeness and timeliness. The reports must represent as many physicians as possible.
5. Correlations may be performed with any appropriate imaging modality, surgical findings, or clinical outcomes and to be reviewed in QI meetings.

VI. Quality Improvement Meetings and Recordkeeping

This facility must perform QI measurements quarterly and have a minimum of 2 QI meetings per year, to review the results of the QI analyses and any additional QI-related topics.

All staff must participate in at least 1 meeting per year.

The facility QI documents must include but is not limited to the data for all the QI meetings, minutes from the QI meetings and participant list, (which may include remote participation and/or review of minutes)

The QI documents must be maintained and available for all appropriate personnel to review. A report will be finalized by the medical director that summarizes the QI meetings and results.

XI. Discrepancies

If any discrepancies of echo findings to other testing modalities arise during the correlation/review process, Appropriate Use Criteria AUC, Variability and Timeliness the medical director will re-examine the case. The echocardiogram will be located and re-evaluated by the technical director and medical director. The patient's chart with all the appropriate testing reports present will be pulled as well. A list of possible reasons for the differences will be compiled and the case will be discussed in further detail. Technical limitations, changes in the patient's echocardiographic status and other possible factors specific to the case will be explored to determine why there is a discrepancy present. An addendum will be added to the report if the results are to be changed. The case will be used as a basis for echocardiograph quality improvement and as a learning exercise for the sonographer and physicians.

Medical Directive: Ultrasound Technologists

Purpose:

This medical directive provides guidelines and instructions for ultrasound technologists practicing with United Diagnostic Services. The directive aims to ensure safe and accurate ultrasound imaging procedures and uphold the highest patient care and diagnostic accuracy standards. Please note that this directive should be used with existing provincial regulations, professional standards, and institutional policies.

Scope of Practice:

1.1 Ultrasound technologists are authorized to perform ultrasound examinations under the supervision of a licensed radiologist or other qualified medical practitioner.

1.2 Ultrasound technologists should operate within the scope of their training, experience, and certification, adhering to the guidelines outlined in this directive.

Patient Identification and Consent:

2.1 Verify patient identification before examining, ensuring accuracy, and maintaining patient privacy.

2.2 Obtain informed consent from patients or their legal representatives before performing any ultrasound examination, explaining the procedure, benefits, potential risks, and any required preparations.

Equipment and Environment:

3.1 Ensure that ultrasound machines and related equipment are properly maintained, calibrated, and in good working condition.

3.2 Follow infection control protocols, including proper cleaning and disinfection of ultrasound probes and equipment, to minimize the risk of cross-contamination.

3.3 Maintain a safe and comfortable patient environment, including appropriate temperature, lighting, and privacy.

Imaging Protocols and Technique:

4.1 Follow established imaging protocols and techniques as specified by the radiologist or referring physician.

4.2 Optimize ultrasound settings and transducer selection to obtain high-quality diagnostic images while minimizing patient discomfort and exposure to ultrasound energy.

4.3 Use appropriate imaging modalities, such as grayscale, color Doppler, spectral Doppler, and 3D/4D ultrasound, when indicated and per the referring physician's request.

Patient Safety:

5.1 Adhere to ALARA (As Low As Reasonably Achievable) principles to minimize patient exposure to ultrasound energy, especially for vulnerable populations such as pregnant women, children, and patients with known or suspected sensitivity to ultrasound.

5.2 Use appropriate ultrasound gel or coupling agents to ensure smooth transducer movement and optimal image quality while minimizing patient discomfort.

5.3 Maintain a sterile technique for invasive ultrasound procedures (e.g., biopsies, aspirations) to reduce the risk of infection.

Image Interpretation and Reporting:

6.1 Ultrasound technologists are responsible for acquiring and documenting high-quality images, focusing on the relevant anatomy and pathology, as directed by the radiologist, or referring physician.

6.2 Not promptly Notify the radiologist of any unexpected or significant findings during the examination.

6.3 Ultrasound technologists should not provide diagnosis or interpretation directly to the patient. All results must be communicated by a licensed radiologist or referring physician.

Continuous Professional Development:

7.1 Stay updated with the latest advances, techniques, and guidelines in ultrasound through regular participation in relevant continuing education programs and professional development activities.

7.2 Maintain certification and licensure requirements as relevant regulatory bodies and professional associations stipulate.

Quality Assurance and Documentation:

8.1 Participate in quality assurance activities, including image review, case conferences, and ongoing performance evaluations.

8.2 Maintain accurate and complete records of all ultrasound examinations, including patient identification, examination details, images, and any relevant findings or observations.

8.3 Adhere to patient confidentiality and privacy regulations, ensuring the secure storage and proper handling of patient records and images.

HIPAA Compliance Policy

To ensure the confidentiality, integrity, and availability of patients' protected health information (PHI) and comply with the Health Insurance Portability and Accountability Act (HIPAA), United Diagnostic Services, LLC has established the following HIPAA Compliance Policy. The primary objective of the HIPAA Compliance Policy is to establish and maintain a culture of privacy and security, fostering trust among patients and upholding the highest standards of healthcare data protection.

1. Development and Implementation of Policies and Procedures:

   • Create comprehensive policies and procedures that align with HIPAA regulations and industry best practices.

   • Regularly review and update existing policies to address emerging privacy and security concerns.

   • Ensure policies and procedures are communicated effectively to all employees and stakeholders.

2. Employee Training and Education:

   • Conduct regular training sessions to educate employees on HIPAA rules and regulations, emphasizing the importance of data privacy and security.

   • Provide specialized training to employees handling PHI, such as radiologists, technicians, and administrative staff.

   • Stay updated on changes in HIPAA regulations and disseminate relevant information to the workforce.

3. Risk Assessments and Audits:

   • Conduct regular risk assessments to identify vulnerabilities and potential breaches of PHI.

   • Perform audits to assess compliance with established policies and procedures.

   • Develop strategies to mitigate identified risks and vulnerabilities.

4. Incident Response and Breach Management:

   • Establish an incident response plan to effectively address and mitigate any data breaches or privacy incidents.

   • Coordinate with relevant internal and external stakeholders, such as legal counsel, IT departments, and affected individuals, to manage incidents promptly and efficiently.

   • Conduct post-incident investigations and implement necessary remediation measures.

5. Privacy and Security Monitoring:

   • Monitor access to PHI systems, networks, and physical facilities to detect and prevent unauthorized activities.

• Utilize intrusion detection systems, log monitoring, and other security tools to identify potential security incidents.

• Implement proactive measures to address any identified vulnerabilities or threats.

6. HIPAA Compliance Audits and Reporting:

   • Collaborate with external auditors and regulatory agencies during HIPAA compliance audits.

   • Prepare and submit required reports to regulatory bodies, demonstrating compliance with HIPAA regulations.

7. Ongoing Compliance Oversight:

   • Stay updated on changes in HIPAA regulations, industry trends, and emerging technologies.

   • Continuously assess and enhance the organization's privacy and security controls to adapt to evolving threats and requirements.

Conclusion: The establishment of a dedicated HIPAA Compliance Policy within United Diagnostic Services, LLC demonstrates the organization's commitment to safeguarding patients' protected health information. Through their responsibilities, including policy development, employee training, risk assessments, incident response, and ongoing compliance oversight, all employees play a vital role in ensuring that the organization remains compliant with HIPAA regulations and maintains the highest standards of data privacy and security.

EXHIBIT B: PRICING

Services	Price	
Standard NFPA 1582 Physical □ **Without Fitness Component**	**$555**	
Additional NFPA 1582 Physicals	**$555**	
Additional Services		
Lab Corp Collection Fee	**$20**	
Behavioral Health Assessment	**$55**	
DOT Medical Cards	**$50**	
Titmus Vision Screening	**$35**	
Imaging Services		
Chest -X-rays	**$110**	
CT Coronary Calcium Scoring ***Not available at all locations * Pricing may vary**	**$160-and up**	
Thyroid Ultrasound*		
Abdominal Ultrasound *		
Pelvic / Testicular Ultrasound*		
Abdominal Aortic Aneurysm Ultrasound*		
Carotid Ultrasound*		
Echocardiogram*		
Ultrasound Package Includes Item with * Above	**$340**	
Screening Services		
Tuberculosis Skin Test Read by FD Personnel	**$30**	
Tuberculosis Skin Test Read by SiteMed Personnel	**TBD**	
QuantiFeron TB Gold Blood Test	**$95**	
Hepatitis B Antibody Screening	**$32**	
Hepatitis C Screening	**$32**	
Varicella Antibody Screening	**$55**	
Measles, Mumps, Rubella Antibody Screening	**$75**	
Blood Testing Services		
Blood Typing (ABO Grouping & Rho)	**$22**	
HIV Screening	**$32**	
CRP (C-reactive Protein)	**$21**	
Cholinesterase, RBC (For Hazmat)	**$42**	
Heavy Metals Panel (For Hazmat)	**$150**	
NMR Particle Test for Cholesterol	**$45**	
Fecal Occult Blood Screening	**$25**	
Vaccination Services **May require additional Travel Fees**		
Hepatitis A Vaccine (2-Dose Series)	**$95 Per Dose**	
Hepatitis B Vaccine (3- Dose Series)	**$85 Per Dose**	
Tetanus/ Diphtheria/Pertussis	**$65**	
Measles, Mumps, Rubella Vaccine	**$110**	
Varicella Vaccine	**$160**	
Influenza Vaccine	**$40**	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2023

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

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

PRODUCER
Hylant - Ann Arbor
201 Depot Street
Ann Arbor MI 48104

License#: 23894

CONTACT NAME:
PHONE (A/C, No, Ext): 734-741-0044 **FAX (A/C, No):** 734-741-1850
E-MAIL ADDRESS: AnnArbor-office@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Co	22306
INSURER B : Ironshore Specialty Ins Co	25445
INSURER C : Travelers Cas & Surety of Amer	31194
INSURER D : Accident Fund Ins Co of America	10166
INSURER E :	
INSURER F :	

INSURED
NATIDIA-02
United Diagnostic Services LLC
1400 Avenue Z, Suite 301
Brooklyn NY 11235

COVERAGES **CERTIFICATE NUMBER:** 1911618311 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			ODHH915170	2/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ODHH915170	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			ODHH915170	2/1/2023	2/1/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP100083325	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C C	Medical Professional Liability Crime - 1st & 3rd Party Computer Fraud			HC7CACFYJQ002 107628632 0107628632LB	1/1/2023 5/1/2023 5/1/2023	1/1/2024 5/1/2024 5/1/2024	$1 mill / $3 mill $2,000,000 Limit	Each Claim / Agg. Crime Limit $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of current insurance for firefighters physicals, city of Billings, MT

CERTIFICATE HOLDER

City of Billings
P.O. Box 1178
Billings MT 59103

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
Judy K. Wilson

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City Council Regular

Date:	03/11/2024
Title:	Memorandum of Understanding between the City and Montana District #1 Little League Baseball and Softball
Presented by:	Pigg Michael, Superintendent
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the approval of the Memorandum of Understanding between the City of Billings and Montana District #1 Little League Baseball and Softball.

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

Montana District #1 Little League Baseball and Softball utilizes fields across the City. They have been great partners offering positive baseball and softball experiences for the youth of Billings for decades. This Memorandum of Understanding formalizes the relationship with Montana District #1 Little League Baseball and Softball and the City of Billings Parks Department. The MOU spells out what each party's responsibilities are and provides guidance to ensure a safe playing surface.

STAKEHOLDERS

Montana District #1 Little League Baseball and Softball and the City of Billings

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

There are no fiscal effects, and no increased cost or responsibilities.

SUMMARY

This Memorandum of Understanding formalizes the partnership between the City of Billings Parks Department and Little League Baseball and Softball. The MOU outlines responsibilities and ensures checks and inspections which will result in safer fields for all participants.

Attachments

Little League MOU

Memorandum of Understanding

City of Billings Parks and Recreation Department
and
Montana District #1 Little League Baseball and Softball

This Memorandum of Understanding is made and entered into the _____ ("Effective Date") by and between The City of Billings Parks and Recreation Department ("CITY"), and Montana District #1 Little League Baseball and Softball ("D1LL")

CITY and D1LL agree on the following:

Section 1 - Priority Use for Scheduling

- As a primary user, D1LL will have priority scheduling over their respective fields for practice, regular season games, and tournament play, with full expectation to complete their season in a quality manner. If there is a community need for field space by a secondary user, which does not interfere with the scheduled use during the Little League season, the parties will act in good faith to find a workable compromise within the schedule that allows for scheduling multiple use.

Section 2 - Scheduling

- D1LL will provide the CITY with their draft field use schedule for the regular season by April 15 and for the post-season tournaments by no later than June 15 of each year.
- Representatives D1LL and the CITY will meet a minimum of 1 time per year – preferably in Jan. or Feb. to collaboratively discuss scheduling and the upcoming season.

Section 3 - Usage

- Usage in terms of this MOU means D1LL scheduled and sanctioned activities at all fields permitted for use through the CITY's Park Use Permit process.
- Sanctioned activities are defined as those administered directly by D1LL.
- All other user requests including independent Travel Ball Teams will be approved/scheduled through the CITY in cooperation with D1LL through the CITY's Secondary Park Use Permit process, which includes potential compensation for D1LL's materials and equipment used.
- Use of fields by outside groups without approved secondary permit, will not have access to D1LL equipment such as rakes, shovels, hoses, batting cages, drags, scoreboards, 4-wheelers, portable toilets, etc.
- If fields are permitted to other organizations, D1LL will not be responsible for field prep, clean up, excess garbage pick-up.
- CITY will not be responsible for maintenance operations on School District #2 property.

Section 4 - Annual Reporting

- D1LL will provide the City of Billings Parks and Recreation Department with a total number of participants and total number of games played on each permitted field.

Section 5 - Fees

- Primary User Permit - $75 per field
- Ball field fence sign advertising - $100 per field.
- Fertilizer and weed control - $250 per field (applicable only to fenced fields).
  - Additional requests for maintenance during the season may be assessed at direct CITY costs.

Section 6 - Maintenance of Permitted Fields

- CITY will be responsible for:
  - Irrigation and repair of the irrigation system.
  - Mowing fields weekly to standard park height.
  - One (1) Fertilizer and pesticide applications at standard Park rates.
  - Winterization of irrigations systems, restrooms, and concession building.
  - Year-round garbage removal from City owned-park garbage cans two (2) per permitted field.
  - Maintaining the City owned bathrooms, including one cleaning per day.
  - Monitor field conditions to ensure safety repairs are completed before play is allowed.
  - An annual safety inspection with a written copy provided to D1LL.
- D1LL will be responsible for:
  - Maintaining the fields for Baseball/Softball play, especially the infields, mounds, batters' boxes, and base paths.
  - Providing safe bases and portable mounds if utilized.
  - Portable toilets during their seasons. Portable toilets shall be placed on concrete pads provided by the City or in a mutually agreed upon location.
  - Garbage pick-up and disposal for clean-up days or approved field modifications. Materials cannot be stored onsite and must be removed on the day of event.
  - Maintenance of the Batting cage areas including nets.
  - Maintenance of scoreboards, storage sheds, and concession stands.
  - Maintenance and repair of all fencing and backstops, except for fencing or backstops damaged by City mowing operations.
  - Weekly dragging of infield dirt to maintain weed control through growing season (Apr-Sept).
- The following responsibilities will be shared by each party:
  - D1LL and CITY will have annual safety/maintenance "walk-throughs" in the fall to identify/agree on safety priorities.
  - Identify and inform outside groups that use of D1LL fields without approved secondary permit is prohibited.

- The following are not allowed by D1LL under this MOU.
    - Application of pesticides or fertilizers of any kind.
    - Driving vehicles on the fields without City consent.
    - Allowing known use of fields by outside groups without Secondary Use permit and insurance.
    - Turning on Irrigation valves by hand.

Section 7 - Concession Stands and/or storage sheds

- Maintenance and repair, security, right of removal, required permits and vending and other permits will be the responsibility of D1LL. The concession fee permit is waived in recognition of approved City of Billings Concession Policy for parks.

Section 8 - Prep for Games

- Infields, lining of infields, and lining outfields will be the responsibility of D1LL for all their scheduled activities.

Section 9 - Improvements

- Improvements to fields and/or facilities used by D1LL require approval through Project Request form. Depending on the improvement, the Parks and Recreation Board may require a public process before considering approval. All items before the Parks and Recreation Board include public notification. Before improvements are implemented D1LL and the CITY will mutually agree upon any potential shared responsibility and/or cost for proposed improvement to Little League fields.
- Regular Improvements done by D1LL need to meet City standards and may be subject to public procurements/bidding laws and policies.
- The City reserves the right to reject all requests.

Section 10 - Term

- The Parties agree that this MOU and its terms shall be revisited annually in Jan. or Feb.
- If no changes are made to the current agreement, the MOU will be mutually agreed upon for the upcoming year.

Section 11 - Insurance Requirements

- D1LL will be responsible for providing the CITY with Proof/Certificate of Insurance providing liability insurance coverage for their season that identifies the City of Billings as Additionally Insured on the Certificate of Insurance. Insurance coverage limits shall provide liability insurance in accordance with Montana State Statute, (Section 2-9-108 MCA), of at least $750,000 for each claim and $1.5 million for each occurrence. The Certificate shall also provide that the insurance coverage shall not be amended, altered, canceled, or reduced without providing at least ten (10) days advance written notice to both the insured as well as to the City of Billings.

Section 12 - Indemnification

- D1LL shall indemnify and hold harmless the CITY, its employees, and agents, their heirs, successors, and assigns, from all claims, demands, liabilities, suites, causes of actions, judgments, costs and expenses, including attorney's fees, and including loss of use, economic loss, or otherwise, due in any manner to the negligence or intentional acts, including the failure to act, as a result of D1LL activities or volunteer performance of duties per the terms of this agreement.
- The CITY agrees to indemnify, defend, and hold harmless D1LL, its officers, directors, employees, and agents, from and against any and all claims, demands, actions, liabilities, losses and damages, including costs and reasonable attorney's fees, arising from the CITY or the CITY's designees' performance or non-performance of this MOU.

Section 13 - Governing Law/Prevailing Party

- This MOU will be governed by and construed in accordance with the laws of the State of Montana, without reference to its conflicts of law principles. The parties agree that the federal and state courts in the State of Montana will have jurisdiction over the parties with respect hereto, the venue will be in Billings, Yellowstone County, Montana.
- In the event any litigation is filed by either party relating to this MOU, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees and costs.

Section 14 - Representations and Warranties

- Each party represents and warrants to the other party that (a) it has the full power and authority to enter into and perform this MOU; (b) the execution, delivery and performance of this MOU has been duly authorized by all necessary action on its part and (c) this MOU is a valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 15 - Assignment

- M1LL may not assign any of its rights, benefits, or other obligations hereunder or delegate any of its duties hereunder in whole or in part without the prior written consent of CITY. Any attempted assignment in violation of this paragraph will be null and void and of no force or effect.

Section 16 - Cumulative Right and Remedies

- All rights and remedies of the parties will be cumulative, and none will exclude any other right or remedy at law and or equity. No waiver by either party of any covenant or condition of this MOU will constitute a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this MOU.

Section 17 - Partial Invalidity

- If any term of this MOU or the application thereof to any person or circumstances is invalid or unenforceable, the remainder of this MOU will not be affected thereby, and

each term and provision of this MOU will be valid and enforceable to the fullest extent permitted by law.

Section 18 - Modifications

- No agreement shall be effective to change, supplement, modify, waive, release, discharge, terminate or effect an abandonment of this MOU in whole or in part, unless such agreement is in writing, refers to this MOU and is signed by all Parties.

Section 19 - Notices

- All notices, requests, demands and other communications hereunder will be deemed to have been duly given if the same is in writing and either (a) personally delivered or (b) sent by U.S. Certified Mail, Return Receipt Requested, Postage Prepaid to the address set forth below. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth herein.

If to CITY:
City of Billings
P.O. Box 1178
Billings, MT 59103
Attn: Chris Kukulski, City Administrator

If to D1LL:
Montana District #1 Little League Base
Attn: Jim Sommerville, District Administrator

Section 20 - Entire Agreement

This Agreement constitutes the entire and complete agreement of the Parties. All prior or contemporaneous agreements, understandings, arrangements, representations negotiations, or commitments between the Parties, whether oral or written, are merged, and integrated within this MOU and are no longer of any force or effect. There are no oral understandings, terms or conditions not contained in this Agreement and neither Party has relied on any representation, express or implied, outside of this MOU.

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

CITY OF BILLINGS, MONTANA

_____ _____

WILLIAM A. COLE
MAYOR

SIGNATURE

_____

APPROVED AS TO FORM:

PRINT NAME

_____

By_____

PRINT TITLE

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

BY:_____
Boulder/Arrowhead Little League

BY:_____
Burlington/Central Little League

BY:_____
Big Sky Little League

BY:_____
Heights Little League

BY:_____
Riverside Little League

City Council Regular

Date:	03/11/2024
Title:	Memorandum of Understanding with Annafeld Homeowners Association and The City of Billings
Presented by:	Pigg Michael, Superintendent
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council accept the Memorandum of Understanding between Annafeld Homeowners Association and the City of Billings.

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

Annafeld Parks Maintenance District # 4041 was created to maintain the City Parkland within Annafeld subdivision and assess the property owners for those services. The Homeowners' association has expressed an interest in taking over the maintenance of the City parkland within the subdivision. The HOA already contracts to maintain the private parkland within the subdivision and desires a higher level of care than the Parks Department can deliver. The MOU ensures a minimum level of maintenance and that all will be followed. The MOU provides protection for the park users and residents by requiring licensed and insured pesticide applicators and that the maintenance company chosen by the HOA would also be insured. The playground and electrical service would remain the City's responsibility for which the PMD would be assessed.

STAKEHOLDERS

The Homeowners Association for Annafeld Subdivision and the City of Billings.

ALTERNATIVES

City Council may:

- Approve the Memorandum of Understanding between the Annafald Homeowners Association and the City of Billings Parks Department; or,
- Not Approve the Memorandum of Understanding.

FISCAL EFFECTS

The Annafeld PMD #4041 would not be assessed for the Parks Charge for Services and Grounds Maintenance portion of the FY2025 assessments. This would be approximately $23,400 dollars less assessed charges to the General fund.

Attachments

Annafeld Agreement

MEMORANDUM OF UNDERSTANDING
BETWEEN City of Billings
AND Annafeld Home Owners Association.

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Billings Parks, Recreation & Public Lands (COB), whose address is 390 N 23rd St, Billings, MT 59101, and the Annafeld Home Owners Association (AHOA), whose address is XXXXXXX

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Annafel Home Owners Association takes over the maintenance of the Public Parkland known as Annafeld Sub-Park (PMD #4041) within the Annafel subdivision. Areas of use are identified in attachment "A".

3. Term of MOU. This MOU is effective upon the day of execution through December 31st of 2024. The MOU will automatically renew every following year on January 1st unless terminated by either party. This MOU may be terminated, without cause, by either party upon 90 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. Responsibilities of City of Billings Parks, Recreation & Public Lands.

City of Billings Parks, Recreation & Public Lands will:

- Retain ownership of and responsibility for all Public Parkland within the Annafel Subdivision identified in Exhibit "A".
- Pay all assessments to the Public Parkland, and invoice the established Park Maintenance District number 4041for all assessments.
- Continue to provide all maintenance on the playground and all the Equipment identified in Exhibit "B" and invoice PMD #4041 for all expenses to provide that service.
- Provide electrical service to Parkland and invoice PMD #4041 for those expenses.

5. Annafeld Home Owners Association.

Annafeld Homeowners Association:

- Maintain turf areas to minimum standards in accordance with Montana State Extension Service Guide "Maintaining Successful Lawns in Montana" (Exhibit C).
- Hire certified, licensed and insured pesticide applicators for all pesticide and herbicide applications. All applications are to be made following the pesticide manufacturer's label, all State statutes, and City codes.
- AHOA shall hire a licensed and insured contractor to perform all maintenance activities.

- Maintain irrigation system, controller, and wells in working conditions. Winterize each Fall to ensure no damage from freezing.
- Maintain all amenities including but not limited to; shade structures, benches, trash receptacles, fences and signage in safe useable condition. Replace broken or vandalized parts. Remove all graffiti in accordance to City Code.
- Remove snow and ice according to City Codes.
- Maintain sidewalks according to City Codes and ADA standards.
- Maintain all shrub beds and trees to current ISA standards. Replace any dead plant material with like size and variety plant.
- Maintain all trails and public access points to ensure safe passage.
- All Publicly owned Parks must remain open to all.
- No amenity shall be added or removed without written City permission.
- City retains rights to access the property at anytime.

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Montana. The courts of the State of Montana shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Yellowstone County, Montana.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

CITY OF BILLINGS, MONTANA

_____	_____
WILLIAM A. COLE	**SIGNATURE**
MAYOR	
	_____
APPROVED AS TO FORM:	**PRINT NAME**
	_____
By_____	**PRINT TITLE**
CITY ATTORNEY'S OFFICE	

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

EHIBIT A PMD#4041

Includes Subdivision Block 1, Lots1-23, Block 2, Lots 1-10, 12 , Block 3, Lots 1-34, Block 4, Lots 1-3

City Council Regular

Date:	03/11/2024
Title:	2024-2028 Transportation Improvement Program
Presented by:	Lora Mattox
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council forward a recommendation of approval of the 2024-2028 Transportation Improvement Program (TIP) to the Policy Coordinating Committee (PCC). The PCC is scheduled to take final action on the program at its March 19th meeting.

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

The TIP is a comprehensive document outlining the prioritized list of transportation projects and initiatives that the Billings Metropolitan Organization (MPO) intends to undertake over the upcoming TIP period of 2024-2028. The purpose of the TIP is to provide the mechanism for scheduling federal funds for surface transportation projects, indicate regional priorities, and demonstrate a short-range transportation vision for the area. A secondary purpose of the TIP is to provide information about other transportation projects in the urbanized area that are exempt from the TIP approval process, such as projects that do not utilize federal funds. This program plays a crucial role in addressing current and future transportation needs, promoting safety, and fostering economic development.

Key Components of the TIP:
1. Project List: The TIP includes a detailed list of proposed projects, along with their descriptions, scopes, budgets, and anticipated timelines. These projects are aligned with our strategic goals and aim to address identified transportation challenges in the region.
2. Funding Allocation: Clear and transparent allocation of funds is outlined in the TIP, demonstrating our commitment to efficient resource utilization. Funding sources, including federal, state, and local contributions, are clearly specified for each project.
3. Public Involvement: Prior to finalizing many of the projects in the TIP, we conduct public consultations to gather input from stakeholders, including residents, businesses, and community organizations. This occurs in several areas of our planning process, including most recently the update to the Billings Urban Area Long Range Transportation Plan (LRTP) in 2023. The feedback from the LRTP process and other opportunities has been incorporated into the TIP to ensure that it reflects the diverse needs of our community.
4. Performance Measures: To gauge the success of our initiatives, the TIP includes performance measures aligned with our organizational objectives. Regular reporting on these measures will enable us to track progress and make data-driven decisions.

STAKEHOLDERS

The review of the TIP will include the MPO's Transportation Planning Process that includes numerous opportunities for public input. The Planning Board, the designated MPO, conducted a public hearing to collect public testimony at its February 13th meeting. There was no public comment. There is also opportunity for public comment during the Billings City Council (Work Session and Regular Meeting), Board of County Commissioners meetings, and the Policy Coordinating Committee meeting.

ALTERNATIVES

The TIP provides the MPO a listing of federally funded projects through 2028. City Council may:

- Forward a recommendation of approval of the 2024-2028 TIP to the PCC which will allow the continuation of federal funds to flow to the MPO, or;
- Not forward a recommendation of approval of the 2024-2028 TIP to the PCC. Not forwarding a positive recommendation could jeopardize continued federal funding for the Billings MPO.

FISCAL EFFECTS

A range of federal funding sources is available to the Billings MPO area for the purposes of funding transportation system improvements. A list of those sources is shown in the TIP. There is no known direct impact on the City or County funds in budgeting for these projects given the use of federal funding sources. Projects in the TIP that are not federally funded have already been identified in other programming documents, like the City's Capital Improvement Program.

SUMMARY

The TIP is regularly reviewed and updated as projects change or are added. This is a standard process that ensures the continuation of federal funds coming to Billings for surface transportation projects, indicates regional priorities, and demonstrates a short-range transportation vision for the area. It is noted that many of the changes in this TIP are still tied to completion of the Billings Bypass segments across the project as that project continues to near completion.

Attachments

TIP Draft
TIP Notes

Billings Metropolitan Planning Organization

TRANSPORTATION IMPROVEMENT PROGRAM

(TIP)

Federal Fiscal Years

FFY 2024 – 2028

Prepared by:

Billings Metropolitan Planning Organization

Yellowstone County Board of Planning

In cooperation with:

City of Billings, Montana
County of Yellowstone, Montana
Billings Urban Transportation District
Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration

APPROVALS

REVIEWED BY

	2024-2028				
Technical Advisory Committee	02/08/2024				
Yellowstone County Board of Planning	02/27/2024				
Billings City Council	03/11/2024				
Yellowstone County Board of County Commissioners	03/12/2024				

Approved By

	2024-2028				
Policy Coordinating Committee	03/19/2024				
Montana Department of Transportation					

The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

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Acronyms

BR	Bridge Replacement and Rehabilitation Program
CMAQ	Congestion Mitigation and Air Quality
CN	Construction
CO	Carbon Monoxide
EARMARK	Congressionally Directed Funds
EPA	Environmental Protection Agency
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY/FFY	Fiscal Year/Federal Fiscal Year. The local and state government fiscal year runs from July 1 - June 30. The Federal fiscal year runs from October 1 – September 30
HSIP	Highway Safety Improvement Program
IC	Incidental Construction
IIJA	Infrastructure Investment and Jobs Act
IM	Interstate Maintenance, IM is a state sub-allocated program funded by the federal National Highway Performance Program
MACI	Montana Air and Congestion Initiative
MAP-21	Moving Ahead for Progress in the 21st Century Act
MDT	Montana Department of Transportation
MPO	Metropolitan Planning Organization. The Yellowstone County Board of Planning is the MPO for the Billings Urban area.
NAAQS	National Ambient Air Quality Standards
NH	National Highway System, NH is a state sub-allocated program funded by the federal National Highway Performance Program
NHPB	National Highway System Bridge Program
PCC	Policy Coordinating Committee. Together with the TAC, the transportation planning organization for Federal aid projects in the Billings urbanized area.
PE	Preliminary Engineering
PM_{10}	A federal standard for particulate (10 microns or less in size), i.e., road dust, brake lining and/or wood smoke particles.
$PM_{2.5}$	A federal standard for particulate (2.5 microns or less in size), i.e., road dust, brake lining and/or wood smoke particles.
ROW	Right of Way
RP	Road Reference Post
RRS	Railroad Crossing
SFCN	State Funded Construction
SRTS	Safe Routes to Schools
SIP	State Implementation Plan. A plan for improving air quality in the State, including the Billings area.
STIP	State Transportation Improvement Program
STPB	Surface Transportation Program Bridge
STPE	Surface Transportation Program Enhancements
STPP	Surface Transportation Program Primary
STPU	Surface Transportation Program Urban

STPX	Surface Transportation Program Off-System
TA	Transportation Alternatives
TAC	Technical Advisory Committee
TIP	Transportation Improvement Program. A multi-year program of highway and transit projects on the Federal aid system, which addresses the goals of the long-range plans and lists priority projects and activities for the region.
TSP	Total Suspended Particulate
UPP	Urban Pavement Preservation

Introduction

Preface

The Yellowstone County Board of Planning (YCBP) is the Metropolitan Planning Organization, (MPO), for the Billings metropolitan planning area. The Transportation Improvement Program, (TIP), is the funding mechanism for transportation projects requesting federal dollars in the Billings urbanized area. This document contains a list of all surface transportation projects requesting the use of federal funds. Local jurisdictions working through the Billings MPO's Policy Coordinating Committee (PCC) determine how the area's transportation system is developed and expanded.

The Infrastructure Investment and Jobs Act (IIJA) was Passed by Congress on November 15, 2021 authorizing funding for Federal transportation programs for the five-year period from 2022-2026. The IIJA effectively replaced the Fixing America's Surface Transportation (FAST) Act and the prior infrastructure act Moving Ahead for Progress in the 21st Century (MAP-21) Act. MAP-21 authorized the Federal surface transportation programs for highways, highway safety, and transit for the 2-year period FFY 2013-2015. Like MAP-21, FAST Act and now IIJA requires that each Metropolitan Planning Organization (MPO) prepare a financially constrained transportation project programming document called a Transportation Improvement Program (TIP). While the IIJA replaced FAST, any previously obligated but unspent funds under the previous acts are still available at this time.

About the Transportation Improvement Program

The TIP is a short-range program of highway and transit projects in the Billings metropolitan planning area and is prepared by YCBP staff in cooperation with state and local agencies. The basic purpose of the TIP is to provide the mechanism for scheduling federal funds for surface transportation projects, indicating regional priorities, and demonstrating a short range transportation vision for the area. A secondary purpose of the TIP is to provide information about other transportation projects in the planning area that are exempt from the TIP approval process such as projects that do not utilize federal funds.

TIP Process and Development

The development of the TIP document is the responsibility of the Billings MPO and provides an opportunity for local officials to determine priorities and spending for federal highway and transit funds. Any transportation project located in the Billings metropolitan planning area must be included in the TIP prior to receiving federal funds. TIP projects must be included in the area's Long Range Transportation Plan and are proposed for the TIP by local elected officials, transit operating officials, or state highway agencies. The TIP is reviewed and endorsed annually by the Billings MPO's Policy Coordinating Committee, (PCC), and may be modified through the TIP amendment process. The PCC includes a Billings City Council representative, the Chair of the Yellowstone County Commission, the President of the Yellowstone County Board of Planning and the District Administrator of the Montana Department of Transportation. After PCC endorsement, the TIP is submitted to the Montana Department of Transportation (MDT) for approval and to the Federal Highway Administration and Federal Transit Administration for federal review of the document and concurrence.

Federal Regulations

The Transportation Improvement Program (TIP) is a required planning program for federally assisted highway and transit improvements for the Billings metropolitan planning area and the Montana Department of Transportation (MDT) over a five-year period. The principal focus is given to the first two years of the program, the Biennial Element, however the TIP contains projects that could be implemented between October 1, 2024 – September 30, 2028 (FFY 2024 & 2028). The TIP is prepared annually and is in conformance with 23 CFR, Part 450 324-330.

Financial Resources

A range of federal funding sources is available to the Billings planning area for the purposes of funding transportation system improvements. Following is a list of those sources which, when available to the Billings area, are shown in the Transportation Improvement Program. Project implementation is indicated as expected to occur during the pertinent program year. Billings has had a favorable history of receiving federal earmarks as reflected in the table below.

BILLINGS FEDERAL EARMARK HISTORY 1999 – through 2009

Project	Earmark
Billings Bypass	$22,445,600

Funding Sources

- Surface Transportation Program Off System (STPX)
- Surface Transportation Program Secondary (STPS)
- State Funded Construction (SFCN)
- Surface Transportation Program Urban (STPU)
- Surface Transportation Program Primary (STPP)
- National Highway (NH)
- National Highway Freight Program (NHFP)
- Interstate Maintenance (IM)
- Railroad Crossing (RRS)
- Highway Safety Improvement Program (HSIP)
- Bridge Replacement and Rehabilitation Program (BR includes NHPB and STPB)
- Urban Pavement Preservation (UPP)
- Transportation Alternatives (TA)
- Congestion Mitigation Air Quality (CMAQ)
- Montana Air Congestion Initiative (MACI)
- FTA Section 5339
- FTA Section 5307
- FTA Section 5310
- Transade (State Funded)
- Congressionally Directed Funds (EARMARK)

Air Quality Consistency

Billings was designated as a non-attainment area for both Total Suspended Particulates (TSP) and Carbon Monoxide (CO) on March 3, 1978, (Federal Register, Vol. 44, No. 150, page 45421, August 2, 1979). As such, Billings was required to prepare a Transportation Control Plan (TCP). The TCP identified strategies to mitigate the TSP and CO problems. The TCP is the Billings element of Montana's State Implementation Plan (SIP). The TIP is required to be, and is, consistent with the TCP as discussed in the Billings conformity statement. In 1987 the standard for TSP was dropped, and a new standard for particulate matter under 10 microns in size (PM - 10) was adopted (7/1/87 at 52 FR 24854). The Environmental Protection Agency (EPA), has also adopted the PM 2.5 standard and Billings is considered to be in compliance with both of these new standards.

The Billings CO maintenance area has shown continuous maintenance of the CO NAAQS from April 22, 2002 through April 22, 2022 (and to the present date); therefore, the area has met its obligation to demonstrate maintenance of the CO standard for 20 years. The Yellowstone County Board of Planning, as the designated metropolitan planning organization for the Billings area, is no longer required to address the transportation conformity determination requirements of 40 CFR part 93, subpart A for the Billings CO maintenance area, and such determinations for the Billings CO area will not be required as elements of future iterations of the Billings Urban Area Regional Transportation Plan and Transportation Improvement Program.

Regionally Significant Projects

There are no new regionally significant projects in this 2024-2028 Billings Urban Area TIP.

> 40 CFR part 93, subpart A - §93.126 Highway and Transit projects included in subpart A are exempt from the requirement to determine conformity. Such projects may proceed toward implementation even in the absence of a conforming transportation plan and TIP. A project will not be exempt if the MPO in consultation with other agencies, the EPA, FHWA, or FTA concur that it has potentially adverse emissions impacts for any reason.

REGIONALLY SIGNIFICANT PROJECT (2020-2024)

Project	Scope	Comments
Billings Bypass (aka North Bypass)	Location/Environmental	New Construction

Energy Conservation Considerations

Energy impact analyses have been conducted as a part of the urban transportation planning process. In addition, increased attention has been given to energy conservation and contingency planning on a project specific basis.

As part of the 2023 update of the Billings Urban Area Transportation Plan, energy conservation was considered in each of the proposed alternative transportation networks.

The City of Billings has a well-developed transit system, and ride-sharing opportunities have been examined. Transit facilities and highway system proposals will continue to be considered in a comprehensive method through the adopted Transportation Planning process.

The detailed energy conservation analysis of specific projects has been conducted for each of the major highway construction projects recommended in the 2023 update of the Billings Urban Area Transportation Plan.

Programming of Non-Urban System, Federal Aid, and State Funding

Proposed projects involving federal-aid funding, other than urban system funding, that are proposed within existing rights-of-way and which are determined to not significantly change traffic patterns, may not be considered to be of appropriate scale to warrant a modification to a currently valid TIP.

When there is knowledge of such projects prior to the annual adoption of the TIP, each project will be included in the program. Generally, projects falling within this category are those which serve to preserve and maintain the integrity of the existing plant or facility such as: overlays to improve or maintain surface conditions; bridge expansion joints and deck repairs necessary to maintain structural and surface sufficiency; slope repair necessary to maintain drainage adequacy; etc. Projects of this nature will be identified by MDT with appropriate justification when requesting program approval of federal highway funds. Local urban area officials will be advised by the Department through the local planning process of the Department's intent to expend federal funds (non-urban system) for such improvements in their area.

Performance Measures

Performance measures have historically been used in Transportation Planning; the Moving Ahead for Progress in the 21st Century Act, (MAP-21), transformed the Federal-aid highway program by establishing requirements for performance management to promote the most efficient investment of Federal transportation funds. The Fixing America's Surface Transportation, (FAST), Act continues these requirements to increase the accountability and transparency of this program and to support improved investment decisions through a focus on performance outcomes for national transportation goals. Establishing performance measures encourage Metropolitan Planning Organizations (MPOs) and State Transportation Departments to maximize the allocation of resources in their respective areas, as well as monitor the performance of the system for eventual use of future resources.

The Billings MPO supports the State targets for applicable performance measures under federal regulation (23 CFR §490), and supports Billings MET Transit for associated transit performance measures under federal code 49 USC §5326(c) and 49 USC §5329(d). Thus, the MPO will plan and program projects that contribute toward relevant targets for each performance measure.

Safety

The goal of safety performance measures is to reduce the number of traffic fatalities and serious injuries in the public right of way. Interstate Maintenance, National Highway, Highway Safety Improvement Program, Surface Transportation Program Off-System, Secondary, and State Funded Construction funding sources support projects with the intent to improve safety measures.

Performance Measure	2024 State Target (based on 5-year rolling average)
Number of fatalities	No more than 220.4 annual fatalities, which is an annual reduction of 3 fatalities per year
Rate of fatalities per 100 million vehicle miles traveled (AVMT)	No more than 1.670 fatalities per 100 million annual vehicle miles traveled (AVMT) which is a reduction of .041.
Number of serious injuries	No more than 709 serious injuries, which is an annual reduction of 41 serious injuries.
Rate of serious injuries per 100 million vehicle miles traveled (AVMT)	No more than 5.530 serious injuries per 100 million AVMT which is an annual reduction of .114.
Number of non-motorized fatalities and non-motorized serious injuries	No more than 54.6 non-motorized fatal and serious injuries, which is an annual reduction of 1 per year

Pavement and Bridge Condition

Pavement and bridge condition performance measures aim to maintain roadway and bridge infrastructure in such a way it remains functional and in good repair. Pavement and Bridge Condition are impacted most by Interstate Maintenance, National Highway, Bridge Program, and Urban Pavement Preservation funding sources. Projects included for funding under these sources were selected in part due to their contribution towards pavement and bridge condition targets.

Performance Measure	State Target	
	2-Year	4-Year
Percent of Pavements of the Interstate in Good Condition	50%	50%
Percent of Pavements of the Interstate in Poor Condition	2%	2%
Percent of Pavements of the Non-Interstate NHS in Good Condition	40%	40%
Percent of Pavements of the Non-Interstate NHS in Poor Condition	3%	3%
Percent of Bridges Classified as in Good Condition	16%	16%
Percent of Bridges Classified as in Poor Condition	9%	9%

System Performance

System performance measures exist to improve the efficiency of the overall transportation system, while helping to reduce congestion and travel times and increase reliability of the system. These measures are related to Congestion Mitigation and Air Quality, Surface Transportation Program Urban, and Transportation Alternatives funding sources. Projects included in these funding sources will contribute to meeting state targets for system performance.

Performance Measure	State Target	
	2-Year	4-Year
Percent of the person-miles traveled on the interstate that are reliable	98%	98%
Percent of the person-miles traveled on the non-Interstate NHS that are reliable	N/A	80%

Freight

The primary goal for establishing freight performance measures and targets is to improve the national freight network, while providing access to trade and enhancing the capacity of communities to participate in, and support regional economic development. The FHWA has established a performance measure specifically related to freight movement on the Interstate System, and MDT has set a 2- and 4-year target to address freight reliability (see table below).

Performance Measure	State Target	
	2-Year	4-Year
Truck Travel Time Reliability (TTTR) Index	1.30	1.30

Freight performance measures are most strongly influenced by the National Highway Freight Program Federal funding source. Projects selected for National Highways funding will contribute to improving the national freight network and meeting state targets. More information regarding freight related performance measures and metrics can be found in the Montana Freight Plan.

Congestion Mitigation and Air Quality (CMAQ)

The collection of data regarding air quality performance measures helps to evaluate projects to ensure they are protecting and enhancing the health of the natural environment. These performance measures may be impacted by Congestion Mitigation and Air Quality, Montana Air and Congestion Initiative Discretionary Program, Transportation Alternatives, and Federal Transit Administration funding sources and associated projects that provide support for non-motorized transportation projects and programming that enhances air quality and encourages sustainable transportation options.

Performance Measure	State Target	
	2-Year	4-Year
CMAQ Traffic Congestion (Annual Hours of excessive delay per capita)	N/A	N/A
Percent of Non-SOV travel	N/A	N/A
CMAQ On-Road Mobile Source Emissions (Total Emission Reductions)		
Carbon Monoxide (CO)	36.33 kg/day	36.33 kg/day
Particulate Matter 10 (PM_{10})	0.10 kg/day	0.10 kg/day
Particulate Matter 2.5 ($PM_{2.5}$)	0.07 kg/day	0.07 kg/day

Transit Asset Management

Transit Asset Management Performance targets and measures established for transit asset management (TAM) serve to provide safe, cost-effective, and reliable public transportation through a strategic and systematic process of operating, maintaining, and improving public transportation capital assets. The FTA has established four transit performance measures, three of which are applicable to MET Transit. Transit agencies are only required to establish targets for assets they have direct capital responsibility over. Thus, MET Transit was not required to establish targets for the infrastructure performance measure in their Transit Asset Management Plan (i.e. the percentage of track segments (by mode) that have performance restrictions). The performance measures and targets established by MET Transit, and supported by the MPO are shown in the table below:

Asset Category – Performance Measure	Asset Class	2024 Target	2025 Target	2026 Target	2027 Target	2028 Target
REVENUE VEHICLES						
Age - % of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)	BU – Bus	11%	0%	0%	0%	0%
	CU – Cutaway Bus	59%	53%	47%	27%	0%
EQUIPMENT						
Age - % of vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)	Non-Revenue Service Automobile	25%	50%	75%	75%	100%
	Trucks and other Rubber Tire Vehicles	100%	100%	100%	50%	50%
	Facility Maintenance Vehicles	100%	100%	100%	100%	100%
FACILITIES						
Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale	Passenger Facilities	0%	0%	0%	0%	0%
	Administration and Maintenance	0%	0%	0%	0%	0%

Transit Safety Plan Targets

The Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673) requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). The plan must include safety performance targets regarding fatalities, injuries, safety events, and system reliability. The rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (49 U.S.C. § 5307). MET Transit developed and established a Transit Agency Safety Plan with the following safety performance targets:

Mode of Transit Service	Fatalities (Total)	Fatalities (per 100k VRM)	Injuries (Total)	Injuries (per 100k VRM)	Safety Events (Total)	Safety Events (per 100k VRM)	System Reliability (VRM/Failures)
Fixed Route	0	0	0	0	1	<1	30,000
Paratransit	0	0	0	0	1	<1	100,000

Federal Transit Administration Projects

The Federal Transit Administration funded projects, including FTA Section 5339 grant projects, are intended to assure the continued efficient operation, maintenance and administration of the MET Transit system fleet and facilities, including meeting federal regulations such as the Americans with Disabilities Act (ADA). The operating grants are for the fiscal years of July 1, 2024 to June 30, 2028 and the Section 5339 grant projects will permit Bus and Bus Facilities projects in Fiscal Years 2024 through 2028.

The vehicle purchases for MET PLUS are projects to enable the City to continue providing the required specialized demand-responsive paratransit service for citizens who are unable to use the MET Transit System due to their disabling conditions. The projects to purchase vehicles for other entities will address some of the transportation needs of individuals with disabilities and senior populations.

Advancement of Projects

It is mutually agreed that the first two years of this program is the best estimate of the project phase that will be undertaken during the Biennial timeframe. Occasionally, projects advance through the design process faster than anticipated. An approved project may accelerate into the next logical phase providing that the funding source does not change from that which was initially identified in the TIP. Federal, State, and local governments have agreed that a TIP revision is not required in order to accelerate a specific project phase, so long as other planned work is not unduly delayed.

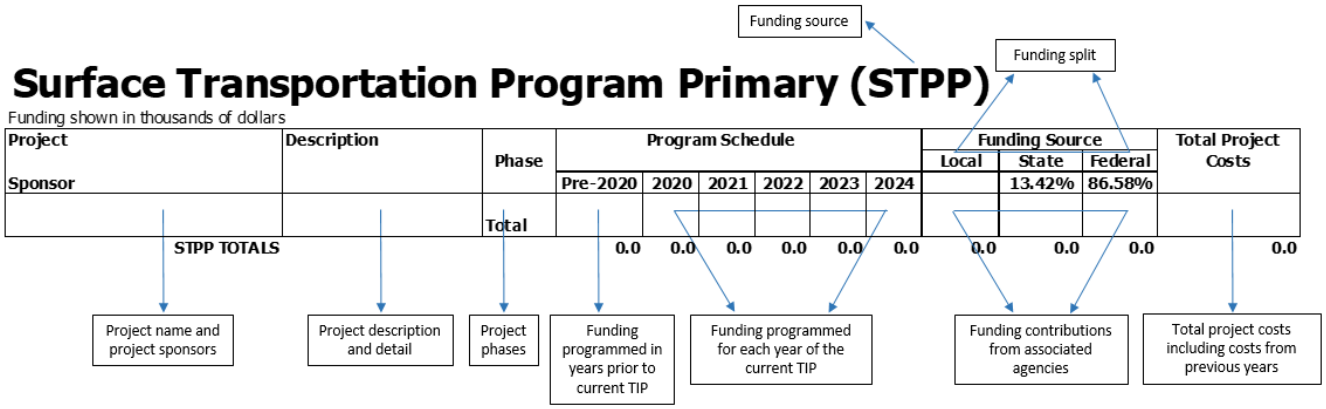
- The priorities with regard to the FTA Section 5307 projects in the Biennial Element are:
    1) Operating Assistance.
- The priorities with regard to the FTA Section 5310 projects in the Biennial Element are:
    1) Replacement vehicles for MET Special Transit.
- The priorities with regard to the FTA Section 5339 projects are:
    1) Assistance for bus/bus facilities

Annual Listing of Projects

Federal regulation (23 CFR §450.334) requires publication of an annual listing of projects for which Federal funds have been obligated in the TIP in the preceding year consistent with the categories identified in the TIP. The MPO will post this list to the Transportation Resource page of the City of Billings Website: https://www.billingsmt.gov/2336/Transportation-Resources

Understanding TIP Funding Tables

The TIP project funding tables consist of multiple components, and are designed to best display integral information regarding the projects within the TIP. The image below identifies and explains each of the various components of the TIP project funding tables, and can be used as a tool to understand the information being presented within the funding tables.



All construction projects included in the TIP will be completed in multiple phases (i.e. PE, RW, IC, and CN). Funding for each construction project is broken down by the costs of each specific phase. The table below provides a description of construction project phases and additional project phases the reader can expect to see within TIP funding tables.

Project Phase	Description
CN	Construction – Construction and/or reconstruction work performed by the agency or contractor to include construction engineering.
IC	Incidental Construction – 'Safety net' for unexpected construction expenditures
OT	Other – Additional programmatic expenditures including costs for education, and outreach
PE	Preliminary Engineering – Analysis and design work completed prior to project construction (the abbreviation EIS will be added if phase includes an environmental impact statement)
Purch.	Purchase – Procuring equipment, software, vehicles, or facilities
RW	Right of Way – Tasks associated with acquiring and preparing the right of way for a project (e.g. property acquisition and utility relocation)
Transit	Transit operations

Billings MPO Project List

PROJECT	UPN	SCOPE	COMMENTS
CMAQ			
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
STPU			
Billings Bypass - Five Mile Road	4199-002	Reconstruction of roadway	Completed
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
IM			
MDT Preventative Maintenance		Pavement Preservation and Striping	Placeholder to allow project nominations
I-90 Yellowstone River - Billings	7972	Bridge Replacement	
Mossmain Intch - West Blgs Intch	9198	Pavement Preservation w/ signal improvements at off ramps	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
Lockwood Intechange - Billings	9978	Reconstruction of existing Interchange to a diverging diamond design	
I-90 CULVERTS - BILLINGS AREA	10427	Culvert replacement	Not all locations inside MPO boundary
NH			
MDT Preventative Maintenance		Pavement Preservation and Striping	Placeholder to allow project nominations
Billings Bypass	4199-000	New Construction	Covers PE & IC
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
Billings Bypass - RR O'pass	4199-005	New construction of bridge over the railroad	
Billings Bypass - Johnson Ln Intch-RR O'pass	4199-008	New construction of roadway connection from existing Interchange to the bridge over the railroad	
Billings Bypass - Johnson Lane Intch - RR O'pass	4199-006	New construction of connection from interchange to the railroad overpass	
Billings Bypass - Five Mile Road to US 87	4199-004	New construction of connection from Five Mile to US 87	
Exposition Dr. & 1st Ave N. Blgs	7908	Intersection Improvements	
Underpass Ave. Improvements	8669	Intersection Improvements	
Airport Rd. & Main St. - Blgns	8718	Intersection Improvements	
1st Ave. N - N 9th to RR Xing	9022	Major Reconstruction	
Zoo Drive Improvements	9597	Intersection Improvements	
1st Ave. N - RR Xing to Broadway	9880	Major Reconstruction	
1st Ave. N - Broadway to Division	9881	Major Reconstruction	
Montana Ave Crosswalks - Billings	9998	Sidewalk Improvements ADA Compliance	
NHFP			
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
I-90 Yellowstone River - Billings	7972	Bridge Replacement	

Billings MPO Project List (Continued)

PROJECT	UPN	SCOPE	COMMENTS
STPX, STPS, SFCN			
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
Lockwood Interchange	9588	Interchange Improvements Study	
Jct Main & 87 to Worden		Roadway Striping	
SF 209 BILLINGS DIST SIGNS	10299	install safety improvement: signs, delineation, chevrons	
STPP			
RRS			
HSIP			
Various Safety Projects			Placeholder to allow project nominations
SF 129 - Rndabout King 56th	8052	Intersection Improvements - Roundabout	
SF 169 Rimrock & 62nd St. W	9383		Roundabout
Zoo Drive Improvements	9597	Intersection Improvements	
SF 189 South D5 Safety Imprv	9912	Intersection Safety Improvements	Several intersections West End Billings using 10% for costs
SF 209 BILLINGS DIST SIGNS	10299	install safety improvement: signs, delineation, chevrons	
BR			
Billing Bypass - Yellowstone River	4199-003	New construction of bridge over the Yellowstone River	
I-90 Yellowstone River - Billings	7972	Bridge Replacement	
BR PRES COLUMBUS JOLIET AREA	9552	Minor bridge rehab	One project in MPO Boundary
SHILOH RD / I-90 BRIDGE - BLGS	9720	Bridge rehab	
MONTANA AVE OVERPASS- BILLINGS	9913	Bridge rehab	
UPP			
Various Preservation Projects		Pavement preservation	Placeholder to allow project nominations
MACI			
MDT MACI		Statewide CMAQ - Various	Placeholder to allow project nominations
MDT MACI		Statewide CMAQ - ADA Compliance	Placeholder to allow project nominations
Underpass Ave. Improvements	8669	Intersection Improvements	
Mossmain Intch - West Blgs Intch	9198	Pavement Preservation w/ signal improvements at off ramps	Partially funded IM is primary
ATSPM - MAIN STREET (BILLINGS)	10400	Signal Improvements	
BILLINGS DISTRICT ADA UPGRADES	10431	Signal Improvements	
TA			
Stagecoach Trail		Shared use path	
Old Hardin Sidewalk		Sidewalk construction	
FWP			
Rose Park Trail, Phase 1	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local (In-Kind) $25,000
Rose Park Trail, Phase 2	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000
Lillis Park Trail Connector	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000
Big Ditch Trail Extension	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000
EARMARK			
Billings Bypass	4199-001	New Construction	Covers Environmental Doc., PE, RW
FTA 5307			
FTA 5339			
FTA 5310			
FTA 5311			
100 % LOCALLY FUNDED			
Various Projects		Annual Operation and Maintenance	
State Funded Maintenance			
Various Maintenance Projects		Maintenance	

Projects with Multiple Funding

Billings Bypass

Funding shown in thousands of dollars

Project: Billings Bypass Sponsor: MDT		Description	Phase	Program Schedule Pre-2024	2024	2025	2026	2027	2028	2028+	Funding Source	Local	State 13.42%	Federal 86.58%	Total Project Costs
Billings Bypass	*UPN4199000*	Environmental Impact Statement	PE-EIS	4,919.6							EARMARK		660.2	4,259.4	4,919.6
		Preliminary Engineering	PE	9,679.0							EARMARK		1,298.9	8,380.0	9,679.0
		Preliminary Engineering	PE	8,074.0	1,300.0						NH		1,258.0	8,116.0	9,374.0
		Right of Way Acquisition	RW	11,420.0	6,550.0						EARMARK/NH		2,411.6	15,558.4	17,970.0
		Utility Moves	IC								NH		0.0	0.0	0.0
MDT			**Total**	**34,092.6**	**7,850.0**	**0.0**	**0.0**	**0.0**	**0.0**				**5,628.7**	**36,313.9**	**41,942.6**
Billings Bypass	*UPN4199002*	Construction of Five Mile Road	IC	156.8							STPU		21.0	135.8	156.8
(Five Mile Road)			CN	5,865.9							STPU		787.2	5,078.7	5,865.9
MDT			**Total**	**6,022.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				**808.3**	**5,214.5**	**6,022.8**
Billings Bypass	*UPN4199003*	Construction of a new bridge	IC	416.2							NH		55.9	360.4	416.2
(Yellowstone River Bridge)		over the Yellowstone River	CN	11,364.2							STPU		1,525.1	9,839.1	11,364.2
			CN	5,000.0							CMAQ		671.0	4,329.0	5,000.0
			CN	5,000.0							BRIDGE		671.0	4,329.0	5,000.0
			CN	18,261.7							NH		2,450.7	15,811.0	18,261.7
			CN	12.9							SFCX		12.9	0.0	12.9
MDT			**Total**	**40,055.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				**5,386.6**	**34,668.5**	**40,055.0**
Billings Bypass	*UPN4199007*	Reconstruction of existing	IC	4,121.1							NH		553.1	3,568.1	4,121.1
(Johnson Lane Interchange)		Interchange	CN			2,429.7					STPU		326.1	2,103.7	2,429.7
			CN			6,200.0					CMAQ		832.0	5,368.0	6,200.0
			CN			3,800.0					NH		510.0	3,290.0	3,800.0
			CN			14,357.7					NHFP split at 91.24/8.76		1,257.7	13,100.0	14,357.7
			CN			16,440.0					IM*		1,440.1	14,999.9	16,440.0
MDT			**Total**	**4,121.1**	**0.0**	**43,227.5**	**0.0**	**0.0**	**0.0**				**4,919.0**	**42,429.6**	**47,348.6**
Billings Bypass	*UPN4199005*	Construction of new bridge	IC	764.4	469.2						NH		165.6	1,068.1	1,233.6
(Railroad Overpass)		over railroad	CN	16,929.6	520.0						NH		2,341.7	15,107.9	17,449.6
MDT			**Total**	**17,694.0**	**989.2**	**0.0**	**0.0**	**0.0**	**0.0**				**2,507.3**	**16,176.0**	**18,683.2**
Billings Bypass	*UPN4199008*	New construction of roadway											0.0	0.0	0.0
(RR O'pass to Yellowstone R)		connection from existing Interchange to the bridge over	CN	7,726.3							NH		1,036.9	6,689.4	7,726.3
MDT		the railroad	**Total**	**7,726.3**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				**1,036.9**	**6,689.4**	**7,726.3**
Billings Bypass	*UPN4199006*	Construction of connection	IC		1,000.0						NH		134.2	865.8	1,000.0
(Johnson Lane Interchange to RR O'pass)		from Interchange to RR O'pass	CN		8,252.8						NH		1,107.5	7,145.3	8,252.8
MDT			**Total**	**0.0**	**9,252.8**	**0.0**	**0.0**	**0.0**	**0.0**				**1,241.7**	**8,011.1**	**9,252.8**
Billings Bypass	*UPN4199004*	Construction of connection	IC			500.0					NH		67.1	432.9	500.0
(Five Mile Rd to US 87)		from Five Mile to US 87	CN			14,342.4					NH		1,924.8	12,417.7	14,342.4
MDT			**Total**	**0.0**	**0.0**	**14,842.4**	**0.0**	**0.0**	**0.0**	**0.0**			**1,991.9**	**12,850.6**	**14,842.4**
Totals				**109,711.9**	**18,092.0**	**58,069.9**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**23,520.3**	**162,353.5**	**185,873.8**

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.

CN estimates include CE costs

I-90 Yellowstone River Bridges

Funding shown in thousands of dollars

Project: I-90 Yellowstone River Bridges	Description	Phase	Program Schedule							Funding	Local	State	Federal	Total Project Costs
Sponsor: MDT			Pre-2024	2024	2025	2026	2027	2028	2028+	Source		13.42%	86.58%	
I-90 Yellowstone River Bridges	Reconstruction of Interstate bridges over the Yellowstone River	PE	4,833.3							BRIDGE		648.6	4,184.6	4,833.3
UPN 7972		PE	722.2							IM*		63.3	658.9	722.2
		PE	801.4							NHFP		70.2	731.2	801.4
		RW	180.0							IM*		15.8	164.2	180.0
		CN	63,376.3	35.0						BRIDGE		8,509.8	54,901.5	63,411.3
		CN	4,384.0							IM*		384.0	4,000.0	4,384.0
		CN	17,325.0							NHFP		2,325.0	15,000.0	17,325.0
MDT	RP 450 to 452.7	**Total**	**91,622.3**	**35.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**12,016.7**	**79,640.5**	**91,657.3**
Totals			**91,622.3**	**35.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**12,016.7**	**79,640.5**	**91,657.3**

CN estimates include CE costs

**IM funding split is 91.24% Federal/8.76% State*

Estimated Revenue

Amounts shown in thousands of dollars

Federal					STP/S*/X*										
Fiscal Year	CMAQ**	STPU*	IM*	NH*	NHFP*	SFCN	STPP*	RRS	HSIP*	BR*	UPP*	MACI*	TA*	FWP	SUBTOTAL
Carryover	7,164.8	12,767.4											5,945.0		25,877.2
FFY 2024	1,435.8	2,489.8	2,297.5	19,858.5	0.0	0.0	0.0	0.0	-851.2	1,781.3	500.0	932.6	790.0	375.0	29,609.3
FFY 2025	1,435.8	2,489.8	18,708.7	34,409.7	14,357.7	0.0	0.0	0.0	1,000.0	12.4	500.0	750.0	790.0	125.0	74,579.1
FFY 2026	1,435.8	2,489.8	2,268.7	17,414.9	0.0	80.8	0.0	0.0	747.4	2,858.3	500.0	750.0	790.0	125.0	29,460.6
FFY 2027	1,435.8	2,489.8	8,439.0	11,370.9	0.0	0.0	0.0	0.0	500.0	0.0	500.0	750.0	790.0	125.0	26,400.4
FFY 2028	1,435.8	2,489.8	45,512.5	13,438.3	0.0	0.0	0.0	0.0	500.0	0.0	500.0	750.0	790.0	125.0	65,541.3
TOTAL	14,343.6	25,216.2	77,226.5	96,492.3	14,357.7	80.8	0.0	0.0	1,896.2	4,652.0	2,500.0	3,932.6	9,894.8	875.0	251,467.8

Federal	FTA 5307		FTA 5339		DISCRETIONAR 5339		FTA 5310		GAS TAX			
Fiscal Year	Federal	Local	Federal	Local	Federal	Local	Federal	Local	CITY	COUNTY	THER**	TOTAL
Carryover	5,107.7		1,011.2		8,397.9		0.0					40,394.0
FFY 2024	2,500.0	3,290.6	480.0	325.9	0.0	1,409.6	162.4	28.7	1,739.8	313.8	998.6	40,858.5
FFY 2025	2,500.0	1,648.8	480.0	115.0	0.0	0.0	180.8	45.2	1,739.8	313.8	1,830.6	83,433.0
FFY 2026	2,500.0	1,648.8	480.0	27.0	0.0	0.0	180.8	45.2	1,726.8	324.8	998.6	37,392.5
FFY 2027	2,500.0	1,648.8	480.0	99.9	0.0	0.0	180.8	45.2	1,779.9	299.1	998.6	34,432.6
FFY 2028	2,500.0	1,648.8	480.0	60.0	0.0	0.0	180.8	45.2	1,726.8	324.8	998.6	73,506.1
TOTAL	17,607.7	9,885.6	3,411.2	627.7	8,397.9	1,409.6	885.6	209.5	8,713.1	1,576.2	5,824.9	310,016.8

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NOTES:

These estimates are based on historical data and projections.

* STPU, IM, NH, NHFP, STPX, STPP, HSIP, BR, UPP, MACI, and TA funds include match.

**Reflective of federal share only.

***Operations and Maintenance funds (average of Fiscal Years 2020-2022),TRANsADE, and CMAQ (match) makes up OTHER

Congestion Mitigation & Air Quality (CMAQ)

Funding shown in thousands of dollars

Unless otherwise indicated the matching ratios for these projects are 86.58% Federal and 13.42% Match

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local 13.42%	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
Carryover (Federal)				7,164.8	8,600.6	4,668.4	6,104.1	7,539.9				
Estimated allocation (Federal)				1,435.8	1,435.8	1,435.8	1,435.8	1,435.8				
Billings Bypass *UPN4199003*	Construction of a new bridge											
(Yellowstone River Bridge)	over the Yellowstone River	CN	5,000.0							671.0	4,329.0	5,000.0
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**671.0**	**4,329.0**	**5,000.0**
Billings Bypass *UPN4199007*	Reconstruction of existing											
(Johnson Lane Interchange)	Interchange	CN			6,200.0					832.0	5,368.0	6,200.0
MDT		**Total**	**0.0**	**0.0**	**6,200.0**	**0.0**	**0.0**	**0.0**	**0.0**	**832.0**	**5,368.0**	**6,200.0**
Service Operations												
Operating - 80% match	Transfer from CMAQ to 5307	Transit							0.0		0.0	0.0
MET		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
Project Adjustments/Closures												
		CMAQ Totals		**0.0**	**6,200.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,503.0**	**9,697.0**	**11,200.0**
		Federal		**0.0**	**5,368.0**	**0.0**	**0.0**	**0.0**				
		State		**0.0**	**832.0**	**0.0**	**0.0**	**0.0**				
		Ending Balance (Federal)		**8,600.6**	**4,668.4**	**6,104.1**	**7,539.9**	**8,975.6**				

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Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
CN estimates include CE costs

Surface Transportation Program Urban (STPU)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
Carryover				12,767.4	15,257.2	15,317.2	17,807.0	20,296.7				
Estimated Allocation (STPU)				2,489.8	2,489.8	2,489.8	2,489.8	2,489.8				
Billings Bypass *UPN41990*	Construction of Five Mile Rd	IC	140.1							18.8	121.3	140.1
(Five Mile Road)		CN	5,865.9							787.2	5,078.7	5,865.9
MDT		**Total**	**6,006.1**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**806.0**	**5,200.1**	**6,006.1**
Billings Bypass *UPN41990*	Construction of a new bridge											
(Yellowstone River Bridge)	over the Yellowstone River											
		CN	11,364.2							1,525.1	9,839.1	11,364.2
MDT		**Total**	**11,364.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,525.1**	**9,839.1**	**11,364.2**
Billings Bypass *UPN41990*	Reconstruction of existing											
(Johnson Lane Interchange)	Interchange											
		CN			2,429.7					326.1	2,103.7	2,429.7
MDT		**Total**	**0.0**	**0.0**	**2,429.7**	**0.0**	**0.0**	**0.0**	**0.0**	**326.1**	**2,103.7**	**2,429.7**
Adjustment/Closures												
		STPU Totals		**0.0**	**2,429.7**	**0.0**	**0.0**	**0.0**	**0.0**	**2,657.2**	**17,142.9**	**19,800.0**
		Federal		**0.0**	**2,103.7**	**0.0**	**0.0**	**0.0**				
		State		**0.0**	**326.1**	**0.0**	**0.0**	**0.0**				
		Balance		**15,257.2**	**15,317.2**	**17,807.0**	**20,296.7**	**22,786.5**				

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
CN estimates include CE costs

Interstate Maintenance (IM)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local	 State 8.76%	 Federal 91.24%	Total Project Costs
MDT-PREVENTATIVE MAINTENANCE - IM	Maintenance - Striping, Durable	All		1,500.0	1,500.0	1,500.0	1,500.0	1,500.0		657.0	6,843.0	7,500.0
MDT	Pave Marking, Pavement Pres.	**Total**		**1,500.0**	**1,500.0**	**1,500.0**	**1,500.0**	**1,500.0**	**0.0**	**657.0**	**6,843.0**	**7,500.0**
Johnson Lane Interchange Ramps	Striping and Durable Pavement Markings	OT		4.0						0.3	3.6	4.0
UPN	Interchange											
MDT	I-90 RP 455- 455.5	**Total**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.3**	**3.6**	**4.0**
Lockwood Interchange Ramps	Striping and Durable Pavement Markings	OT		4.0						0.3	3.6	4.0
UPN	Interchange											
MDT	I-90 RP 452.6- 453.1	**Total**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.3**	**3.6**	**4.0**
27TH ST. Interchange Ramps	Striping and Durable Pavement Markings	OT		4.0						0.3	3.6	4.0
UPN	Interchange											
MDT	I-90 RP 449.9- 450.4	**Total**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.3**	**3.6**	**4.0**
South Billings Blvd Interchange Ramps	Striping and Durable Pavement Markings	OT		4.0						0.3	3.6	4.0
UPN	Interchange											
MDT	I-90 RP 447- 447.5	**Total**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.3**	**3.6**	**4.0**
King Ave West Interchange Ramps	Striping and Durable Pavement Markings	OT		4.0						0.3	3.6	4.0
UPN	Interchange											
MDT	I-90 RP 446.2- 446.4	**Total**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.3**	**3.6**	**4.0**
Zoo Drive Interchange Ramps	Striping and Durable Pavement Markings	OT		4.5						0.4	4.1	4.5
UPN	Interchange											
MDT	I-90 RP 443.1- 443.7	**Total**	**0.0**	**4.5**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.4**	**4.1**	**4.5**
Billings Bypass - Johnson Lane Intch	Reconstruction of existing	CN			16,440.0					1,440.1	14,999.9	16,440.0
UPN 4199-007	Interchange											
MDT	I-90 RP	**Total**	**0.0**	**0.0**	**16,440.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,440.1**	**14,999.9**	**16,440.0**
I-90 Yellowstone River Bridges	Bridge Replacement	PE	722.2							63.3	658.9	722.2
UPN 7972		RW	180.0							15.8	164.2	180.0
		CN	4,384.0							384.0	4,000.0	4,384.0
MDT	I-90 RP 450.09 to 452.73	**Total**	**5,286.3**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**463.1**	**4,823.2**	**5,286.3**
Mossmain Intch - West Blgs Intch	Pavement Preservation	PE	910.5							79.8	830.8	910.5
UPN 9198	Not all locations inside MPO boundary	CN	24,304.8	16.2						2,130.5	22,190.5	24,321.0
MDT	I-90 RP 437.12 to 446.7	**Total**	**25,215.3**	**16.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,210.3**	**23,021.2**	**25,231.5**
Lockwood Interchange - Billings	Capital Construction	PE	3,331.2							291.8	3,039.4	3,331.2
UPN 9978	Improvements to Lockwood Interchange	RW			768.7					67.3	701.4	768.7
		IC				768.7				67.3	701.4	768.7
		CN						44,012.5		3,855.5	40,157.0	44,012.5
MDT	I-90 RP 450 to RP 453.5	**Total**	**3,331.2**	**0.0**	**768.7**	**768.7**	**0.0**	**44,012.5**	**0.0**	**4,282.0**	**44,599.2**	**48,881.2**
I-90 CULVERTS - BILLINGS AREA	Culvert Replacement	PE		757.0						66.3	690.7	757.0
UPN 10427	Not all locations inside MPO boundary	CN					6,939.0			607.9	6,331.2	6,939.0
MDT	I-90 RP 413 to 528	**Total**	**0.0**	**757.0**	**0.0**	**0.0**	**6,939.0**	**0.0**	**0.0**	**674.2**	**7,021.8**	**7,696.0**
IM TOTAL			**33,832.8**	**2,297.5**	**18,708.7**	**2,268.7**	**8,439.0**	**45,512.5**	**0.0**	**9,728.8**	**101,330.5**	**111,059.3**

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.

*IM is a state sub-allocated program funded by the federal National Highway Performance Program.

CN estimates include CE costs

National Highway (NH)*

Funding shown in thousands of dollars

Project	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
Sponsor			Pre-2024	2024	2025	2026	2027	2028		13.42%	86.58%	
MDT-PREVENTATIVE MAINTENANCE - NH	Maintenance - Striping, Durable	All		1,000.0	1,000.0	1,000.0	1,000.0	1,000.0		671.0	4,329.0	5,000.0
MDT	Pave Marking, Pavement Pres.	**Total**		**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**		**671.0**	**4,329.0**	**5,000.0**
Heights Main St.	Striping and Durable Pavement Mark	OT		140.7						**18.9**	**121.8**	**140.7**
UPN	BR I-90/US-87									**0.0**	**0.0**	**0.0**
MDT	RP 0 to 4.7	**Total**	**0.0**	**140.7**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**18.9**	**121.8**	**140.7**
27th ST.	Striping and Durable Pavement Mark	OT		142.2						**19.1**	**123.1**	**142.2**
UPN	MT-3									**0.0**	**0.0**	**0.0**
MDT	RP 0 to 3.3	**Total**	**0.0**	**142.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**19.1**	**123.1**	**142.2**
Zoo Drive Interchange	Striping and Durable Pavement Mark	OT		55.5						**7.5**	**48.1**	**55.5**
UPN	Zoo Drive									**0.0**	**0.0**	**0.0**
MDT	RP 0 to 0.9	**Total**	**0.0**	**55.5**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**7.5**	**48.1**	**55.5**
King Ave West	Striping and Durable Pavement Mark	OT		22.5						**3.0**	**19.4**	**22.5**
UPN	King Ave West									**0.0**	**0.0**	**0.0**
MDT	RP 2.5 to 3.1	**Total**	**0.0**	**22.5**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3.0**	**19.4**	**22.5**
Old Laurel Road	Striping and Durable Pavement Mark	OT		16.6						**2.2**	**14.4**	**16.6**
UPN	BR I-90									**0.0**	**0.0**	**0.0**
MDT	RP 0 to 0.7	**Total**	**0.0**	**16.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2.2**	**14.4**	**16.6**
Billings Bypass	New construction	PE	8,074.0	1,300.0						1,258.0	8,116.0	9,374.0
UPN 4199-000		RW	3,573.0	6,550.0						1,358.5	8,764.5	10,123.0
		IC								0.0	0.0	0.0
MDT		**Total**	**11,647.0**	**7,850.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,616.5**	**16,880.5**	**19,497.0**
Billings Bypass - Yellowstone River Bridge	New construction of bridge	IC	416.2							55.9	360.4	416.2
UPN 4199-003	over the Yellowstone River	CN	18,261.7							2,450.7	15,810.9	18,261.7
MDT		**Total**	**18,677.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,506.6**	**16,171.3**	**18,677.9**
Billings Bypass - Five Mile Rd to US 87	Construction of connection	IC			500.0					67.1	432.9	500.0
UPN 4199-004	from Five Mile to US 87	CN			14,342.4					1,924.8	12,417.7	14,342.4
MDT		**Total**	**0.0**	**0.0**	**14,842.4**	**0.0**	**0.0**	**0.0**	**0.0**	**1,991.9**	**12,850.6**	**14,842.4**
Billings Bypass - RR O'pass	New construction of	IC	764.4	469.2						165.6	1,068.1	1,233.6
UPN 4199-005	RR O'pass	CN	16,929.6	520.0						2,341.7	15,107.9	17,449.6
MDT		**Total**	**17,694.0**	**989.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,507.3**	**16,176.0**	**18,683.2**
Billings Bypass - Johnson Ln. Intch - RR O'pass	New construction of connection	IC		1,000.0						134.2	865.8	1,000.0
UPN 4199-006	from Interchange to bridge	CN		8,252.8						1,107.5	7,145.3	8,252.8
MDT		**Total**	**0.0**	**9,252.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,241.7**	**8,011.1**	**9,252.8**
Billings Bypass - Johnson Lane Intch	Reconstruction of existing	IC	4,121.1							553.1	3,568.1	4,121.1
UPN 4199-007	Interchange	CN			3,800.0					510.0	3,290.0	3,800.0
	RP 455.5	**Total**	**4,121.1**	**0.0**	**3,800.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,063.0**	**6,858.1**	**7,921.1**
Billings Bypass - (RR O'pass to Yellowstone R)	New construction of roadway									0.0	0.0	0.0
UPN4199-008	connection from existing	CN	7,726.3							1,036.9	6,689.4	7,726.3
	Interchange to the bridge over the											
MDT	railroad	**Total**	**7,726.3**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,036.9**	**6,689.4**	**7,726.3**
Exposition Dr. & 1st Ave. N. Blgs	Interesction Improvements	PE	1,537.3							206.3	1,331.0	1,537.3
UPN 7908										0.0	0.0	0.0
		CN			9,098.4					1,221.0	7,877.4	9,098.4
MDT	RP .35 to 1.35	**Total**	**1,537.3**	**0.0**	**9,098.4**	**0.0**	**0.0**	**0.0**	**0.0**	**1,427.3**	**9,208.4**	**10,635.7**
Underpass Ave. Improvements	Intersection Improvements									0.0	0.0	0.0
UPN 8669		CN	10,763.2							1,444.4	9,318.8	10,763.2
MDT	RP .51 to .72	**Total**	**10,763.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,444.4**	**9,318.8**	**10,763.2**
Airport Rd. & Main St. - Blgs	Intersection Improvements	OT	295.6							39.7	255.9	295.6
UPN 8718		PE	2,229.8	389.0						351.4	2,267.4	2,618.8
		RW				61.2				8.2	53.0	61.2
		IC				153.1				20.5	132.5	153.1
		CN					8,122.9			1,090.1	7,032.8	8,122.9
MDT	RP 1.5 to 2.2	**Total**	**2,525.4**	**389.0**	**0.0**	**214.3**	**8,122.9**	**0.0**	**0.0**	**1,510.0**	**9,741.7**	**11,251.6**
1st Ave. N - N 9th to RR Xing	Reconstruction of roadway	PE	2,984.3							400.5	2,583.8	2,984.3
UPN 9022	Major Rehab	RW				59.8				8.0	51.8	59.8
		IC					59.8			8.0	51.8	59.8
		CN						12,438.3		1,669.2	10,769.1	12,438.3
MDT	N-115 RP 0.7 - RP .93	**Total**	**2,984.3**	**0.0**	**0.0**	**59.8**	**59.8**	**12,438.3**	**0.0**	**2,085.8**	**13,456.4**	**15,542.2**
Zoo Drive Improvements	Intersection Improvements	PE	499.7							67.1	432.7	499.7
UPN 9597	I-90 RP 442.9 to 444.3	CN			5,037.6					676.0	4,361.6	5,037.6
MDT	U-1011 RP 2.36 to 3.04	**Total**	**499.7**	**0.0**	**5,037.6**	**0.0**	**0.0**	**0.0**	**0.0**	**743.1**	**4,794.2**	**5,537.3**
1st Ave. N - RR Xing to Broadway	Reconstruction of roadway	PE	831.1							111.5	719.5	831.1
UPN 9880	Major Rehab	RW			12.4					1.7	10.8	12.4
Project split from 9022		IC			255.6					34.3	221.3	255.6
		CN				8,338.2				1,119.0	7,219.2	8,338.2
MDT	N-115 RP 0.93 - RP 1.45	**Total**	**831.1**	**0.0**	**268.1**	**8,338.2**	**0.0**	**0.0**	**0.0**	**1,266.5**	**8,170.8**	**9,437.3**
1st Ave. N - Broadway to Division	Reconstruction of roadway	PE	840.7							112.8	727.8	840.7
UPN 9881	Major Rehab	RW			12.6					1.7	10.9	12.6
Project split from 9022		IC			350.6					47.1	303.6	350.6
		CN				7,725.6				1,036.8	6,688.8	7,725.6
MDT	N-115 RP 1.45 to RP 2.05	**Total**	**840.7**	**0.0**	**363.2**	**7,725.6**	**0.0**	**0.0**	**0.0**	**1,198.3**	**7,731.2**	**8,929.5**
Montana Ave Crosswalks - BLGS	Sidewalk Improvements	PE	128.2							17.2	111.0	128.2
UPN 9998	ADA compliance	RW				25.6				3.4	22.2	25.6
		IC				51.3				6.9	44.4	51.3
		CN					2,188.2			293.7	1,894.5	2,188.2
MDT	N-113 RP .17 to RP 4.25	**Total**	**128.2**	**0.0**	**0.0**	**76.9**	**2,188.2**	**0.0**	**0.0**	**321.2**	**2,072.2**	**2,393.3**
NH TOTAL			**79,976.2**	**19,858.5**	**34,409.7**	**17,414.9**	**11,370.9**	**13,438.3**	**0.0**	**23,682.1**	**152,786.5**	**176,468.5**

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*NH is a state sub-allocated program funded by the federal National Highway Performance Program.

CN estimates include CE costs

National Highway Freight Program (NHFP)*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	State 8.76%	Federal 91.24%	Total Project Costs
Billings Bypass UPN419900	Reconstruction of existing	CN			14,357.7					1,257.7	13,100.0	14,357.7
(Johnson Lane Interchange)	Interchange									0.0	0.0	0.0
										0.0	0.0	0.0
										0.0	0.0	0.0
MDT		**Total**	**0.0**	**0.0**	**14,357.7**	**0.0**	**0.0**	**0.0**	**0.0**	**1,257.7**	**13,100.0**	**14,357.7**
I-90 Yellowstone River Bridges	Reconstruction of	PE	801.4							70.2	731.2	801.4
UPN 7972	interstate bridges	CN	17,325.0							1,517.7	15,807.3	17,325.0
										0.0	0.0	0.0
										0.0	0.0	0.0
MDT	I-90 RP 450.09 to 452.71	**Total**	**18,126.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,587.9**	**16,538.6**	**18,126.4**
NHFP TOTAL			**18,126.4**	**0.0**	**14,357.7**	**0.0**	**0.0**	**0.0**	**0.0**	**2,845.6**	**29,638.6**	**32,484.2**

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions. Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.

*NHFP is funded by the federal National Highway Performance Program.

CN estimates include CE costs

Surface Transportation Program Off System (STPX), Secondary (STPS), State Funded Construction (SFCN)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	State 13.42%	Federal 86.58%	Total Project Costs
(Yellowstone River Bridge)	Construction of a new bridge											
UPN 4199003 BBP	over the Yellowstone River	CN	12.9							12.9	0.0	12.9
MDT		**Total**	**12.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**12.9**	**0.0**	**12.9**
Lockwood Interchange	Interchange Improvement	OT	1,446.8							194.2	1,252.6	1,446.8
UPN 9588	Study											
MDT	RP 450 to 455.3	**Total**	**1,446.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**194.2**	**1,252.6**	**1,446.8**
South Billings Blvd	Roadway Striping	OT	55.3							7.4	47.9	55.3
UPN										0.0	0.0	0.0
MDT	RP 0 to 1.3	**Total**	**55.3**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**7.4**	**47.9**	**55.3**
Johnson Lane Interchange	Roadway Striping	OT	10.6							1.4	9.2	10.6
UPN										0.0	0.0	0.0
MDT	RP 0 to 10.6	**Total**	**10.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1.4**	**9.2**	**10.6**
SF 209 BILLINGS DIST SIGNS	install safety improvement: signs,									0.0	0.0	0.0
UPN 10299	delineation, chevrons											
Not all locations inside MPO Boundary		CN				80.8				10.8	70.0	80.8
MDT	Various Locations	**Total**	**0.0**	**0.0**	**0.0**	**80.8**	**0.0**	**0.0**	**0.0**	**10.8**	**70.0**	**80.8**
TOTALS			**1,525.6**	**0.0**	**0.0**	**80.8**	**0.0**	**0.0**	**0.0**	**226.8**	**1,379.7**	**1,606.4**

CN estimates include CE costs

Surface Transportation Program Primary (STPP)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
			Pre-2024	2024	2025	2026	2027	2028	13.42%	13.42%	86.58%	
No New Projects		Total										
STPP TOTALS			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

CN estimates include CE costs

Railroad Crossing (RRS)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project
									Local	State	Federal	
			Pre-2024	2024	2025	2026	2027	2028		10.00%	90.00%	
No New Projects		Total										
TOTALS			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

CN estimates include CE costs

Highway Safety Improvement Program (HSIP)

Funding is shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 10.00%	Funding Source: Federal 90.00%	Total Project Costs
SAFETY PROJECTS	Various Locations	ALL		500.0	500.0	500.0	500.0	500.0		250.0	2,250.0	2,500.0
MDT		**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**	**0.0**	**250.0**	**2,250.0**	**2,500.0**
SF 129 - Rndabout King 56th	Intersection Improvements -	PE	923.3							92.3	831.0	923.3
UPN 8052	Roundabout	RW	1,530.0							153.0	1,377.0	1,530.0
		IC	415.1							41.5	373.6	415.1
	ST SEC RTE 532	CN	4,050.1							405.0	3,645.1	4,050.1
MDT	RP 15.4 to 15.7	**Total**	**6,918.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**691.9**	**6,226.7**	**6,918.6**
SF 169 RIMROCK & 62ND ST W	Intersection Improvements -	PE	863.9							86.4	777.5	863.9
UPN 9383	Roundabout	IC	1,175.7	-108.5						106.7	960.5	1,067.2
		CN	8,113.4	-1,412.9						670.1	6,030.5	6,700.6
MDT	U1034 RP 2.4-2.8	**Total**	**10,153.0**	**-1,521.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**863.2**	**7,768.5**	**8,631.7**
ZOO DRIVE IMPROVEMENTS - BLC	Safety Improvements for Traffic Ope	PE								0.0	0.0	0.0
UPN 9597		CN			500.0					50.0	450.0	500.0
MDT	Various Locations	**Total**	**0.0**	**0.0**	**500.0**	**0.0**	**0.0**	**0.0**	**0.0**	**50.0**	**450.0**	**500.0**
SF189 SOUTH D5 SAFETY IMPRV	Warning signs and flashers	PE	16.9							1.7	15.2	16.9
UPN 9912	Not all locations inside MPO boundary											
	using 10% for costs	CN		170.2						17.0	153.2	170.2
MDT	Various Locations	**Total**	**16.9**	**170.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**18.7**	**168.4**	**187.1**
SF 209 BILLINGS DIST SIGNS	install safety improvement: signs,	PE	44.8							4.5	40.3	44.8
UPN 10299	delineation, chevrons											
	Not all locations inside MPO Boundary	CN				247.4				24.7	222.7	247.4
MDT	Various Locations	**Total**	**44.8**	**0.0**	**0.0**	**247.4**	**0.0**	**0.0**	**0.0**	**29.2**	**263.0**	**292.2**
HSIP Totals			**17,133.4**	**-851.2**	**1,000.0**	**747.4**	**500.0**	**500.0**	**0.0**	**1,903.0**	**17,126.7**	**19,029.6**

CN estimates include CE costs

Bridge Program

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
BBP-YELLOWSTONE RIVER	New bridge construction									0.0	0.0	0.0
UPN 4199-003		CN	5,000.0							671.0	4,329.0	5,000.0
MDT	Statewide	**Total**	**5,000.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**671.0**	**4,329.0**	**5,000.0**
I-90 Yellowstone River		PE	4,833.3							648.6	4,184.6	4,833.3
UPN 7972		CN	63,376.3	35.0						8,509.8	54,901.5	63,411.3
MDT	RP 2.7 to 3.0	**Total**	**68,209.6**	**35.0**	**0.0**	**0.0**	**0.0**	**0.0**		**9,158.4**	**59,086.1**	**68,244.6**
BR PRES COLUMBUS JOLIET AI	Minor bridge rehab	PE	168.9							22.7	146.3	168.9
UPN 9552		IC								0.0	0.0	0.0
One project in MPO	Using 33% for costs	CN		1,746.3						234.4	1,512.0	1,746.3
MDT	U-1033 RP 0.9 to 1.1	**Total**	**168.9**	**1,746.3**	**0.0**	**0.0**	**0.0**	**0.0**		**257.0**	**1,658.3**	**1,915.3**
SHILOH RD / I-90 BRIDGE - BL	Bridge rehab	PE	309.9							41.6	268.3	309.9
UPN 9720		IC			12.4					1.7	10.7	12.4
		CN				2,858.3				383.6	2,474.7	2,858.3
MDT	U-1031 RO 5.0 to 5.3	**Total**	**309.9**	**0.0**	**12.4**	**2,858.3**	**0.0**	**0.0**		**426.8**	**2,753.8**	**3,180.6**
MONTANA AVE OVERPASS- BIL	Bridge rehab	PE	43.3							5.8	37.5	43.3
UPN 9913		CN	1,092.3							146.6	945.7	1,092.3
MDT	N113 RP1.82 TO 1.92	**Total**	**1,135.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**152.4**	**983.2**	**1,135.6**
BR TOTAL			**74,824.1**	**1,781.3**	**12.4**	**2,858.3**	**0.0**	**0.0**	**0.0**	**10,665.7**	**68,810.4**	**79,476.1**

CN estimates include CE costs

Urban Pavement Preservation (UPP)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Program Schedule: Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
URBAN PAVEMENT PRESERVATION		ALL		500.0	500.0	500.0	500.0	500.0		335.5	2,164.5	2,500.0
MDT	Various Locations	**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**	**0.0**	**335.5**	**2,164.5**	**2,500.0**
UPP TOTAL			**0.0**	**500.0**	**500.0**	**500.0**	**500.0**	**500.0**	**0.0**	**335.5**	**2,164.5**	**2,500.0**

CN estimates include CE costs

Montana Air and Congestion Initiative (MACI)-Discretionary Program

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local 13.42%	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
ADA COMPLIANCE		All		500.0	500.0	500.0	500.0	500.0		335.5	2,164.5	2,500.0
MDT	ADA upgrades	**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**		**335.5**	**2,164.5**	**2,500.0**
TRAFFIC MITIGATION		All		250.0	250.0	250.0	250.0	250.0		167.8	1,082.3	1,250.0
MDT	Signalization	**Total**		**250.0**	**250.0**	**250.0**	**250.0**	**250.0**		**167.8**	**1,082.3**	**1,250.0**
Underpass Ave. Improvements	Intersection Improvements	PE	1,093.6							146.8	946.8	1,093.6
		RW	150.0	-17.4						17.8	114.8	132.6
		IC	452.9							60.8	392.1	452.9
UPN 8669		CN	1,154.4							154.9	999.5	1,154.4
MDT	RP .51 to .72	**Total**	**2,850.9**	**-17.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**380.2**	**2,453.2**	**2,833.4**
Mossmain Intch-West Bigs Inch	Pavement Preservation											
UPN 9198	Not all locations inside MPO bound	CN	554.4							74.4	480.0	554.4
MDT	I-90 RP 437.12 to 446.7	**Total**	**554.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**74.4**	**480.0**	**554.4**
ATSPM - MAIN STREET (BILLINGS	INT UPGRADE/SIGNALS	OT	221.0							29.7	191.4	221.0
UPN 10400										0.0	0.0	0.0
MDT	Various Locations	**Total**	**221.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**29.7**	**191.4**	**221.0**
BILLINGS DISTRICT ADA UPGRAD	ADA upgrades	PE	25.2							3.4	21.8	25.2
	Not all locations inside MPO boundary											
UPN 10431	using 10% for costs	CN		200.0						26.8	173.2	200.0
MDT	Various Locations	**Total**	**25.2**	**200.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**30.2**	**195.0**	**225.2**
		Total	**3,651.5**	**932.6**	**750.0**	**750.0**	**750.0**	**750.0**	**0.0**	**1,017.8**	**6,566.3**	**7,584.1**

CN estimates include CE costs

Transportation Alternatives

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs
Carryover				5,945.0	5,797.7	6,587.7	1,936.1	2,726.0				
Estimated Allocation (TA)				790.0	790.0	790.0	790.0	790.0				
STAGECOACH TRAIL - BILLINGS	Shared use path	PE		820.0					110.0		710.0	820.0
UPN 10432		CN				5,285.0			709.2		4,575.8	5,285.0
MDT/Locals	Skyline Trail to Zimmerman Trail	**Total**	**0.0**	**820.0**	**0.0**	**5,285.0**	**0.0**	**0.0**	**819.3**	**0.0**	**5,285.7**	**6,105.0**
SIDEWALKS - LOCKWOOD	Sidewalk construction	PE		262.5					35.2		227.3	262.5
UPN 10433		CN				1,000.0			134.2		865.8	1,000.0
MDT/Locals	Old Hardin Road	**Total**	**0.0**	**262.5**	**0.0**	**1,000.0**	**0.0**	**0.0**	**169.4**	**0.0**	**1,093.1**	**1,262.5**
TA TOTALS			**0.0**	**1,082.5**	**0.0**	**6,285.0**	**0.0**	**0.0**	**988.7**	**0.0**	**6,378.8**	**7,367.5**
Federal			**0.0**	**937.2**	**0.0**	**5,441.6**	**0.0**	**0.0**				
Local			**0.0**	**145.3**	**0.0**	**843.4**	**0.0**	**0.0**				
Balance				**5,797.7**	**6,587.7**	**1,936.1**	**2,726.0**	**3,516.0**				

CN estimates include CE costs

FWP Recreational Trails Program

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 20.00%	 State 0%	 Federal 80.00%	Total Project Costs
Rec Trails Program	Trail Construction	All			125.0	125.0	125.0	125.0	100.0		400.0	500.0
Local	Various	**Total**	**0.0**	**0.0**	**125.0**	**125.0**	**125.0**	**125.0**	**100.0**	**0.0**	**400.0**	**500.0**
Rose Park Trail, Phase 1	New Trail Construction	PE	25.0						5.0		20.0	25.0
	Local match sourced from cash a	CN	100.0						20.0		80.0	100.0
City of Billings/TrailNet	in-kind contributions	**Total**	**125.0**	**0.0**	**0.0**	**0**	**0**	**0**	**25.0**	**0.0**	**100.0**	**125.0**
Rose Park Trail, Phase 2	Continuation of Rose Park Trail	PE		25.0					5.0		20.0	25.0
		CN		100.0					20.0		80.0	100.0
City of Billings/TrailNet		**Total**	**0.0**	**125.0**	**0.0**	**0**	**0**	**0**	**25.0**	**0.0**	**100.0**	**125.0**
Lillis Park Trail Connect	Trail reconstruction	PE		25.0					5.0		20.0	25.0
		CN		100.0					20.0		80.0	100.0
City of Billings		**Total**	**0.0**	**125.0**	**0.0**	**0**	**0**	**0**	**25.0**	**0.0**	**100.0**	**125.0**
Big Ditch Trail Extension	Trail reconstruction	PE		25.0					5.0		20.0	25.0
		CN		100.0					20.0		80.0	100.0
City of Billings		**Total**	**0.0**	**125.0**	**0.0**	**0**	**0**	**0**	**25.0**	**0.0**	**100.0**	**125.0**
		Total	**125.0**	**375.0**	**125.0**	**125.0**	**125.0**	**125.0**	**200.0**	**0.0**	**800.0**	**1,000.0**

* pending award

Earmarks

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project
Billings Bypass UPN41990	Environmental Impact Stateme	PE	14,598.6							1,959.1	12,639.5	14,598.6
	Preliminary Engineering Right of Way Acquisition	RW	7,847.0							1,053.1	6,793.9	7,847.0
MDT		**Total**	**22,445.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,012.2**	**19,433.4**	**22,445.6**
		Total	**22,445.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,012.2**	**19,433.4**	**22,445.6**

CN estimates include CE costs

Federal Transit Administration Section 5307*

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source Local 20%	Funding Source State	Funding Source Federal 80%	Total Estimated Obligation
Carryover			5,107.7	2,500.0	2,500.0	2,500.0	2,500.0				
Allocation (Estimated)(Fed Share)			2,500.0	2,500.0	2,500.0	2,500.0	2,500.0				
Bus & Passenger Amenities/Equipment											
Supportive Equipment											
Facilities/Ammenities											
Security Related Capital (1% minimum)			10.5	31.3	31.3	31.3	31.3	27.1		108.4	135.5
Met Transit		**Total**	**10.5**	**31.3**	**31.3**	**31.3**	**31.3**	**27.1**		**108.4**	**135.5**
Transit Operations* **											
Fleet/Facility Preventive Maintenance	80/20 Match		1,557.1	762.5	762.5	762.5	762.5	921.4		3,685.7	4,607.1
ADA Paratransit (20% of apportionment)	80/20 Match		1,461.0	625.0	625.0	625.0	625.0	792.2		3,168.8	3,961.0
Fixed Route	50/50 Match		5,369.8	2,730.0	2,730.0	2,730.0	2,730.0	8,144.9		8,144.9	16,289.8
Met Transit		**Total**	**8,387.8**	**4,117.5**	**4,117.5**	**4,117.5**	**4,117.5**	**9,858.5**	**0.0**	**14,999.3**	**24,857.8**
Purchase buses											
Replacement Buses											
Expansion Buses											
Met Transit		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
SECTION 5307 TOTALS*			**8,398.3**	**4,148.8**	**4,148.8**	**4,148.8**	**4,148.8**	**9,885.6**	**0.0**	**15,107.7**	**24,993.3**
Federal			**5,107.7**	**2,500.0**	**2,500.0**	**2,500.0**	**2,500.0**				
Local			**3,290.6**	**1,648.8**	**1,648.8**	**1,648.8**	**1,648.8**				
Ending Balance (Federal)			**2,500.0**	**2,500.0**	**2,500.0**	**2,500.0**	**2,500.0**				

Full 5307 apportionment **$2,500,000**

Project 1 - Operating Assistance	**FTA Amount**	**Local**	**Total**	**FTA Share**	**Local Share**	
ALI 30.09.01 - Up to 50% share Operating Assistance	$ 1,365,000	$ 1,365,000	$ 2,730,000	50.00%	50.00%	
ALI 30.09.01 - Up to 50% share Operating Assistance (1% for Security)	$ 25,000	$ 6,250	$ 31,250	80.00%	20.00%	* at least 1% of allocation amount
ALI 11.7C.00 - Non Fixed Route ADA Paratransit Service	$ 500,000	$ 125,000	$ 625,000	80.00%	20.00%	*up to 20% of total allocation if 3 criteria is met
ALI 11.7A.00 - Preventative Maintenance	610,000	152,500	762,500	80.00%	20.00%	
Total P2	**$ 2,500,000**	**$ 1,648,750**	**$ 4,148,750**			

*FTA administered funds are not subject to indirect cost recovery. 5307 funds may be supplemented by Small Transit Intensive Cities (STIC) funds based on transit system performance for the urbanized area (MET).

***Total local funding reflects an overmatch on federal share. Operations Match ratio is 50/50.

Federal Transit Administration Section 5339

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source Local 20%	Funding Source State	Funding Source Federal 80%	Total Estimated Obligation
Carryover			1,011.2	15.4	7.3	351.3	375.2				
Allocation (Estimated)			480.0	480.0	480.0	480.0	480.0				
Rolling Stock	Replacement		688.8	113.0	113.0	226.0					
Met Transit	85/15 match for ADA		**688.8**	**113.0**	**113.0**	**226.0**	**0.0**	**171.1**		**969.7**	**1,140.8**
Bus and Bus Technology	Upgrade		182.9								
Met Transit			**182.9**	**0.0**	**0.0**	**0.0**	**0.0**	**36.6**		**146.3**	**182.9**
Bus Facilities and Support	Facility items, construction, technology, amenities,		750.0	30.0		280.0	250.0				
	support equipment, etc.			250.0							
Met Transit				50.0	50.0	50.0	50.0				
			750.0	**330.0**	**50.0**	**330.0**	**300.0**	**352.0**		**1,408.0**	**1,760.0**
Bus Facilities Security System	Upgrade		180.0	160.0							
Met Transit			**180.0**	**160.0**	**0.0**	**0.0**	**0.0**	**68.0**		**272.0**	**340.0**
Bus, Facilities, and Technology	Upgrade facilities, replace										
Met Transit	buses, add technology		**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		0.0	**0.0**
SECTION 5339 TOTALS			**1,801.7**	**603.0**	**163.0**	**556.0**	**300.0**	**627.7**	**0.0**	**2,796.0**	**3,423.7**
Federal			**1,475.8**	**488.1**	**136.1**	**456.1**	**240.0**				
Local			**325.9**	**115.0**	**27.0**	**99.9**	**60.0**				
Balance			**15.4**	**7.3**	**351.3**	**375.2**	**615.2**				

PROJECTS

2024	2025	2026	2027	2028
Overage bus diesel/electric	Paratransit Vehicle	Paratransit Vehicle	2 Paratransit Vehicles	
AVL system				
Facility Remodel	Support Vehicle, Bus Wash, Bus Stop Improvements	Bus Stops	Transfer Center Amenities, Bus Stops	Transfer Center Amenities, Bus Stops
Admin Building Security Cameras	Transfer Center Security Cameras			

Federal Transit Administration Section 5339 Discretionary Funding

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source Local 15%	Funding Source State	Funding Source Federal 85%	Total Estimated Obligation
Carryover			8,397.9								
Allocation	5339b/LowNo		0.0								
Rollingstock	Replace buses		5,400.0								
MET Transit	85/15 match for ADA	**Total**	**5,400.0**	**0.0**	**0.0**	**0.0**	**0.0**	**810.0**		**4,590.0**	**5,400.0**
Bus and Bus Facilities	Technology		465.0								
MET Transit	Facility Remodel		2,302.0								
	Training		20.1								
	Training Capital		210.8								
	80/20 Rate	**Total**	**2,997.9**	**0.0**	**0.0**	**0.0**	**0.0**	**599.6**		2,398.3	**2,997.9**
SECTION 5339 TOTALS			**8,397.9**	**0.0**	**0.0**	**0.0**	**0.0**	**1,409.6**		**6,988.3**	**8,397.9**
Federal			**6,988.3**	**0.0**	**0.0**	**0.0**	**0.0**				
Local			**1,409.6**	**0.0**	**0.0**	**0.0**	**0.0**				
Balance			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				

PROJECTS

2024	2025	2026	2027	2028
4 Diesel Buses 4 Electric Buses				
Electric Chargers METroplex Remodel Bus Simulator & Training				

***Capital 80/20 Match, ADA Capital 85/15 Match**

Federal Transit Administration Section 5310

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source: Local 15/20%	Funding Source: State	Funding Source: Federal 85/80%	Total Estimated Obligation
Carryover			0.0	63.5	108.6	153.7	198.8				
Allocation (Estimated)			225.9	225.9	225.9	225.9	225.9				
Paratransit Vehicles	Purchase vehicles (ADA and Cutaway) for MET	Purch.	113.0					17.0		96.1	113.0
	and other Coordination members as applicable	Purch.	78.0					11.7		66.3	78.0
Met Transit and Coordination Group			**191.0**	**0.0**	**0.0**	**0.0**	**0.0**	**28.7**		**162.4**	**191.0**
Traditional and Non-Traditional Projects	Projects to support identified community needs but may also be used for vehicles	Purch.		226.0	226.0	226.0	226.0	180.8		723.2	904.0
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
Coodination Members			**0.0**	**226.0**	**226.0**	**226.0**	**226.0**	**180.8**		**723.2**	**904.0**
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
SECTION 5310 TOTALS			**191.0**	**226.0**	**226.0**	**226.0**	**226.0**	**209.5**		**885.6**	**1,095.0**
Federal			**162.4**	**180.8**	**180.8**	**180.8**	**180.8**				
Local			**28.7**	**45.2**	**45.2**	**45.2**	**45.2**				
Balance			**63.5**	**108.6**	**153.7**	**198.8**	**243.9**				

PROJECTS

2024	2025	2026	2027	2028
MET ADA Transit Van				
YCCOA ADA Transit Van				
	Projects determined based on annual Coordination Plan	Projects determined based on annual Coordination Plan	Projects determined based on annual Coordination Plan	Projects determined based on annual Coordination Plan

Funding dependent on the outcome of a competitive process and funding availability.

Transade (State Funded)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2024	2025	2026	2027	2028	State Funded 100%	Total Estimated
Carryover			0.0	0.0	0.0	0.0	0.0		
Allocation (Estimated)			348.9	250.0	250.0	250.0	250.0	**1,348.9**	**1,348.9**
Transit Operations	Operating		348.9	250.0	250.0	250.0	250.0	**1,348.9**	
Met Transit			**348.9**	**250.0**	**250.0**	**250.0**	**250.0**	1,348.9	**1,348.9**
STATE TOTALS			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	1,348.9	**1,348.9**

Public Comment

The MPO will post the draft Transportation Improvement Program (TIP) to the Transportation Resource page of the City of Billings Website. Link to the page is: https://www.billingsmt.gov/2336/Transportation-Resources . MPO additionally will post agendas for the Boards, Council and Commission that review and act on the Transportation Improvement Program here: https://www.billingsmt.gov/117/Agendas-Minutes . The MPO published a Public Hearing Notice in the Yellowstone County News on January 26 & February 2, 2024 noting that public comment will be received on the Transportation Improvement Plan at the Yellowstone County Planning Board Meeting scheduled for Tuesday, February 27, 2024.

Below is a list of the Public Meetings that allow for public review and comment on the Transportation Improvement Program. Each meeting notes the number of public attending and comments received from any public:

Technical Advisory Committee:	Thursday, February 8, 2024 Attendance at Meeting: TAC Members, Planning Staff Public Comment period
YC Planning Board:	Tuesday, February 27, 2024 Attendance at Meeting: Planning Board members, Planning Staff Public Comment period
Billings City Council:	Monday, March 11, 2024 Attendance at Meeting: City Council Members, Staff Public Comment period
YC Board of Commissioners:	Tuesday, March 12, 2024 Attendance at Meeting: Commissioners, Staff Public Comment period
Policy Coordinating Committee:	March 19, 2024 Attendance at Meeting: PCC Members, Staff, MDT Planning; Public Comment period

Public Participation Plan City of Billings MET Transit and the Billings MPO

The purpose of the City of Billings MET Transit Public Participation Plan is to ensure and improve access to MET's decision-making process for all members of the public including low-income, minority, and other disadvantaged populations. MET endeavors to provide opportunities for the public to assist and provide input on transit projects in regards to social, environmental, and economic impacts to the area's population.

The Public Participation Plan identifies methods for informing and involving the public in the decision making process, including minority and limited-English proficiency (LEP) populations. Methods of informing the public include, but are not limited to, printed material, partner and community outreach, press releases, paid advertising, transit advertising, and the MET website and social media platforms. Methods of involving the public include, but are not limited to, public meetings, public hearings, surveys, Aviation and Transit Commission meetings, public comment cards, and multiple feedback options.

To download a copy of MET's updated (April 2022) Public Participation Plan, insert the link below in your browser

https://www.ci.billings.mt.us/DocumentCenter/View/46951/2022-Public-Participation-and-Title-VI-Plan

The Billings Metropolitan Planning Organization's (MPOs) Public Participation Plan (PPP) is intended to meet the Federal Highway Act of 1973 requirement to provide a cooperative, comprehensive, and continuing transportation planning and decision-making process. The MPO acts as a liaison between local governments, communities, residents, and the State and Federal Departments of Transportation (DOTs). The MPO currently operates under the U.S. DOT's IIJA (Infrastructure Investment and Jobs Act).

The Yellowstone County Planning Board (YCPB) is the designated MPO and oversees transportation planning for the Billings Urban Area. The area encompasses the City of Billings as well as a planning area extending approximately 4.5 miles outside the city limits.

The MPO is committed to the concept that planning is a community-based effort. In support of this, the MPO Public Participation Plan (PPP), defines a process that ensures reasonable opportunity for all interested parties to participate in the planning process.

This PPP serves two main purposes. The first is to provide the public with a guidebook for how and when they can participate in local and regional transportation planning and decision-making. Secondly, it outlines the policies and procedures for public engagement committed by the MPO. It is the intent of the MPO to consistently inform and engage the public throughout the regional planning process from the development of planning policies to the conceptual stages of planning projects through the adoption of formal planning documents.

Certification

The Billings Metropolitan Planning Organization for the Billings, Montana, urbanized area hereby certifies that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

I. 49 USC. Section 5303 and 23 USC. 134 and CFR 450.336;
II. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;
III. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
IV. Section 1101(b) of the FAST Act (Pub. L. 114–357) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in DOT funded projects;
V. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
VI. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
VII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
VIII. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
IX. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

Billings, Montana
Metropolitan Planning Organization

_____

Woody Woods, Planning Board President /Date

TIP Reference Sheet by Funding Source

Multiple Funding

4199000 – Billings Bypass – defer to district for discussion on any section of the bypass

Pre-2024 shows actual programmed costs, FY2024 shows want is anticipated to be programmed.

4199002 – Billings Bypass Five Mile Road

CN was finalized in 22

4199003 – Billings Bypass Yellowstone River Bridge

Pre-2024 shows actual programmed costs.

4199007 – Billings Bypass Johnson Lane Interchange

CN will be programmed in FY25

4199005 – Billings Bypass Railroad Overpass

Pre-2024 shows actual programmed costs, FY2024 shows want is anticipated to be programmed

4199008 - Billings Bypass - (Johnson Ln Intch-RR O'pass)

Split from RR O'Pass Unit 005 Authorized CN in 2022.

4199006 – Billings Bypass Johnson Lane Interchange to RR O'pass

Expected programming in FY24

4199004 – Billings Bypass Five Mile Rd to US 87

Expected programming in FY25

7972 – I-90 Yellowstone River Bridges - Reconstruction of Interstate bridges over the Yellowstone River

Small modification in FY24. Project still active.

CMAQ

4199007 – Billings Bypass Johnson Lane Interchange

CN to be programmed in FY25

Added CMAQ Service Operations for MET Transit transfer for operating.

STPU

4199002 – Billings Bypass Five Mile Road

See note above

4199003 - Billings Bypass Yellowstone River Bridge

See note above

4199007 – Billings Bypass Johnson Lane Interchange

See note above

IM

7 projects for durable pavement markings to be done in FY24 from MDT maintenance.

4199007 – Billings Bypass Johnson Lane Interchange

See note under Multiple funded tab

7972 – I-90 Yellowstone River Bridges – bridge replacement

Finalized PE in 2022. Project still active

9198 – Mossmain Interchange West Billings Interchange – pavement preservation

Small modification in FY24.

NH

5 preventative maintenance projects to be done in FY24 from MDT maintenance, including striping and durable pavement markings.

4199000 – Billings Bypass

See note under Multiple funded tab

4199003 – Billings Bypass Yellowstone River Bridge

See note under Multiple funded tab

4199004 – Billings Bypass Five Mile Rd to US 87

See note under Multiple funded tab

4199005 – Billings Bypass Railroad Overpass

See note under Multiple funded tab

4199006 – Billings Bypass Johnson Lane Interchange to RR O'pass

See note under Multiple funded tab

4199007 – Billings Bypass Johnson Lane Interchange

See note under Multiple funded tab

4199008 - Billings Bypass - (Johnson Ln Intch-RR O'pass)

See note under Multiple funded tab

7908 - Exposition Dr. & 1st Ave. N. Blgs - Intersection Improvements

Pre-2024 shows actual programmed costs. CN programmed in FY25.

8669 - Underpass Ave. Improvements - Intersection Improvements

Project still active

NH continued

8718 - Airport Rd. & Main St. – Blgs - Intersection Improvements

Additional PE programmed in FY24. RW and IC will be programmed in FY26, CN will be programmed in FY27.

9022 - 1st Ave. N - N 9th to RR Xing – reconstruction of roadway

Pre-2024 shows actual programmed costs. RW will be programmed in FY26, IC in FY27, CN in FY28.

9557 - Zoo Drive Improvements - Intersection Improvements

CN will be programmed in FY25

9880 - 1st Ave. N - RR Xing to Broadway – reconstruction of roadway

RW and IC will be programmed in FY25, CN will be programmed in FY26

9881 - 1st Ave. N - Broadway to Division – reconstruction of roadway

RW and IC will be programmed in FY25, CN will be programmed in FY26

NHFP

4199007 – Billings Bypass Johnson Lane Interchange

See note under Multiple funded tab

7972 – I-90 Yellowstone River Bridges – reconstruction of interstate bridges

See note under Multiple funded tab

STPS-STPX-SFCN

MDT Maintenance section has two striping projects

4199003 – Billings Bypass Yellowstone River Bridge

See note in multiple funded tab

9588 – Lockwood Interchange – interchange improvement study

Project still active

10299 - SF 209 BILLINGS DIST SIGNS – safety improvement and signage

CN will be programmed in FY26. Not all locations inside the MPO boundary

RRS

HSIP

8052 **-** SF 129 - Rndabout King 56th – intersection improvements and roundabout

Active project, left in TIP.

9383 - SF 169 RIMROCK & 62ND ST W – intersection improvements and roundabout

CN was authorized in FY23 and awarded in FY24 for less, funds were returned

9597 - ZOO DRIVE IMPROVEMENTS – BLGS - Safety Improvements for Traffic Operations

CN will be programmed in FY25

9912 - SF189 SOUTH D5 SAFETY IMPRV – warning signs and flashers

CN will be programmed in FY24. Not all locations inside the MPO boundary, using 10% of costs

10299 - SF 209 BILLINGS DIST SIGNS – safety improvement and signage

CN will be programmed in FY26. Not all locations inside the MPO boundary

BR

7972 – I-90 Yellowstone River Bridges – new bridge construction

See note under multiple funded tab

9552 - Bridge Preservation Columbus Joliet Area – minor bridge rehab

One bridge project located inside MPO boundary, CN programmed in FY24. Using 33% for costs

9720 - SHILOH RD / I-90 BRIDGE – BLGS – bridge rehab

IC will be programmed in FY25, CN will be programmed in FY26.

9913 - MONTANA AVE OVERPASS- BILLINGS – bridge rehab

Active project, still in TIP

UPP

Placemark for any future projects

MACI

8669 - Underpass Ave. Improvements - Intersection Improvements

Funding was authorized pre 2024 and RW was finalized and returned funds in FY24.

9198 – Mossmain Interchange – pavement preservation

Small portion of MACI under CN, project still active

10400 - ATSPM - MAIN STREET (BILLINGS) – INT upgrades and signals

Active project

10431 – BILLINGS DISTRICT ADA UPGRADES – ADA upgrades

Not all in the MPO boundary. CN will be programmed in FY24, using 10% for costs

TA Transportation Alternatives

Showing the new allocation with beginning balance of carryover.

10432 – STAGECOACH TRAIL – BILLINGS – shared path

PE will be programmed on FY24, CN will be programmed in FY26

10433 – SIDEWALKS – LOCKWOOD – sidewalk construction

PE will be programmed in FY24, CN will be programmed in FY26

Earmark

4199000 – Billings Bypass

See note under multiple funded tab

Transit

5307 Formula – Updated estimated apportionments in FY24-28 with match breakdown between fixed route, ADA paratransit, preventative maintenance, and security projects.

5339 Formula- Updated the estimated allocations for FY24-28. Rolling stock allocation section updated for FY24-27. Bus and Bus Technology allocation and project descriptions updated for FY24. Bus Facilities and Support allocations and project descriptions updated for FY24-28. Bus Facilities Security System allocation and description updated for FY24-25.

5339 Competitive Funding – All projects obligated, and notations complete for FY24.

FTA Section 5310 – Allocation and awards updated for Paratransit Vehicles for FY24. Estimated allocations added for FY25-28.

TRANSADE (STATE FUNDED) – Allocations updated for Transit Operations FY24 and estimated allocations for FY25-28.

Acronyms

BR	Bridge Replacement and Rehabilitation Program
CMAQ	Congestion Mitigation and Air Quality
CN	Construction
CO	Carbon Monoxide
EARMARK	Congressionally Directed Funds
EPA	Environmental Protection Agency
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY/FFY	Fiscal Year/Federal Fiscal Year. The local and state government fiscal year runs from July 1 - June 30. The Federal fiscal year runs from October 1 – September 30
HSIP	Highway Safety Improvement Program
IC	Incidental Construction
IIJA	Infrastructure Investment and Jobs Act
IM	Interstate Maintenance, IM is a state sub-allocated program funded by the federal National Highway Performance Program
MACI	Montana Air and Congestion Initiative
MAP-21	Moving Ahead for Progress in the 21st Century Act
MDT	Montana Department of Transportation
MPO	Metropolitan Planning Organization. The Yellowstone County Board of Planning is the MPO for the Billings Urban area.
NAAQS	National Ambient Air Quality Standards
NH	National Highway System, NH is a state sub-allocated program funded by the federal National Highway Performance Program
NHPB	National Highway System Bridge Program
PCC	Policy Coordinating Committee. Together with the TAC, the transportation planning organization for Federal aid projects in the Billings urbanized area.
PE	Preliminary Engineering
PM_{10}	A federal standard for particulate (10 microns or less in size), i.e., road dust, brake lining and/or wood smoke particles.
$PM_{2.5}$	A federal standard for particulate (2.5 microns or less in size), i.e., road dust, brake lining and/or wood smoke particles.
ROW	Right of Way
RP	Road Reference Post
RRS	Railroad Crossing
SFCN	State Funded Construction
SRTS	Safe Routes to Schools
SIP	State Implementation Plan. A plan for improving air quality in the State, including the Billings area.
STIP	State Transportation Improvement Program
STPB	Surface Transportation Program Bridge
STPE	Surface Transportation Program Enhancements
STPP	Surface Transportation Program Primary
STPU	Surface Transportation Program Urban
STPX	Surface Transportation Program Off-System
TA	Transportation Alternatives
TAC	Technical Advisory Committee
TIP	Transportation Improvement Program. A multi-year program of highway and transit projects on the Federal aid system, which addresses the goals of the long-range plans and lists priority projects and activities for the region.
TSP	Total Suspended Particulate
UPP	Urban Pavement Preservation

City Council Regular

Date:	03/11/2024
Title:	Application Submittal for an AmeriCorps VISTA Project
Presented by:	Carly Collins
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

City staff and the Community Development Board recommend that the City Council authorize submission of an annual application for the AmeriCorps VISTA program and authorize City staff to negotiate and finalize the project if awarded.

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

The Community Development Division has been approached by the Corporation for National and Community Service regarding submitting an application for AmeriCorps Volunteer in Service to America (VISTA) resources for FY2024-2025. The Division has been managing the Billings Metro VISTA Project since 2009.

The Billings Metro VISTA Project supports placements of AmeriCorps VISTA members at nonprofit organizations to reduce the risk of homelessness and create the tools people in poverty need to build sustainable futures. Priority focus areas include education, housing, employment, food security, access to healthcare and services benefiting veterans and military families. Members may also be trained in City-sponsored initiatives to share information and resources with other communities across Montana to further project reach, scope, and overall poverty impact. Examples include the development and implementation of a plan to affect homelessness; assistance in developing poverty-based impediments to housing access and equal opportunity; the expansion of services to assist veterans and their families; and the development and implementation of a homeless services survey.

City Council approval for the application would allow the Community Development Division to assist in application preparation and administration of activities on behalf of many community agencies including Family Service, Adaptive Performance Center, and Tumbleweed. Staff is preparing an application for members who may be placed at varying times throughout the year based on availability, including July, August, January, and February (one-year placements), etc.

STAKEHOLDERS

Stakeholders include nonprofit organizations that are requesting Host Site status to implement a year-long poverty impact project and low-income citizens that would be assisted by the programming.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve the submittal of an AmeriCorps VISTA grant application. Not approving the application would not be in alignment with past Council support of the AmeriCorps VISTA program in Billings over the past 15 years and the positive impact it has on the community.

FISCAL EFFECTS

For the current fiscal year, the Corporation for National and Community Service allocated a total grant award of over $332,500 to carry out the project. The Community Development Board recommended, and the City Council approved, $63,000 in Community Development Block Grant funding to support cost share members. These members are a priority and further the Division's initiatives to impact poverty and homelessness, as per the Community Development Board's request. Host Sites also contribute approximately $10,000 per year to support the project.

SUMMARY

City staff and the Community Development Board recommend that the City Council authorize submission of an application for AmeriCorps VISTA and authorize City staff to negotiate and finalize the project if awarded.

City Council Regular

Date:	03/11/2024
Title:	Inflation Reduction Act Urban and Community Forest Grant Acceptance
Presented by:	Pigg Michael, Superintendent
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the acceptance of the Inflation Reduction Act Urban and Community Forest Grant (IRA Grant).

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

The IRA Grant will provide funding to enhance the tree canopy in underserved areas of Billings. The Forest service provided a map of Billings highlighting the areas where the grant funding could be utilized. The grant provides funding for the planting and care of new trees and the pruning and removal of existing trees all to enhance the Urban Forest of Billings. There is an education component to the grant as well which will educate the citizens of Billings about the importance of a healthy Urban Forest and all the benefits it provides. The education component will also help citizens make better tree choices and how to properly care for ad maintain the trees we have. The grant has a five-year timeline for completion, and does not require any matching funds.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

Acceptance of the grant would provide up to $1,000,000 dollars funding for the Urban Forest of Billings.

SUMMARY

This grant will bring focus to the Urban Forest of Billings. The funding will educate the citizens on the importance and all the benefits of a healthy Urban Forest.

Attachments

Grant Acceptance
Grant Application (Updated)

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11010013-002
Between
CITY OF BILLINGS
And The
USDA, FOREST SERVICE
STATE, PRIVATE & TRIBAL FORESTRY, NORTHERN REGION

Project Title: Inflation Reduction Act Urban and Community Forestry Billings Urban Forestry Grant for Disadvantaged Areas

Upon execution of this document, an award to City of Billings, hereinafter referred to as "Recipient," in the amount of **$1,000,000.00**, is made under the authority of he Cooperative Forestry Assistance Act, P.L. 95-313 as amended,16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, IRA Urban & Community Forestry . Recipient accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated XX/XX/2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 208-479-3095.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. Recipient shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steve McConnell 210 N 27th ST Billings, Montana 59101-1938 Telephone: 406-237-6227 Email: mcconnells@billingsmt.gov	Chris Kukulski 210 N 27th ST Billings, Montana 59101-1938 Telephone: 406-657-8222 Email: kukulskic@billingsmt.gov

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Jacob Biar 324 25th St. Ogden, UT 84401 Telephone: 208-499-8778 Email: jacob.biar@usda.gov	Sarah Fusselman 324 25th St. Ogden, UT 84401 Telephone: 208-479-3095 Email: sarah.fusselman@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Recipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE & REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance & Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than

monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	Sarah.fusselman@usda.gov

E. INDIRECT COST RATES. The cooperator has elected to not assess indirect costs against this award.

As new NICRAs are agreed to between Recipient and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, Recipient shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

F. PRIOR WRITTEN APPROVAL. Recipient shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and

dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **10/31/2025** This instrument may be extended by a properly executed modification. *See Modification Provision above*.

I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

BILL COLE, Mayor Date
City of Billings

DANIEL MCBRIDE, Director Date
State, Private & Tribal Forestry, Regions 1 & 4

The authority and the format of this award have been reviewed and approved for signature.

SARAH FUSSELMAN Date
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Recipient a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT**.** The United States shall not be liable to Recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Recipient or any third party.

C. NOTICES. Any notice given by the Forest Service or Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Recipient, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30th and December 31st . The final SF-425 (and SF-

425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

Recipient shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30th and December 31st . The final performance report shall be submitted either with Recipient's final payment request, or separately, but not later than 120 days from the expiration date of the award.

Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

G. NOTIFICATION. Recipient shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for Recipient to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Recipient when permission is granted.

J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of Recipient's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

Recipient may call on Forest Service's Office of Communication for advice regarding public notices. Recipient is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Recipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

M. COPYRIGHTING. Recipient is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by Recipient under this award.
- Any right of copyright to which Recipient purchase(s) ownership with any federal contributions.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers

the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
(2) Fax: (833) 256-1665 or (202) 690-7442; or
(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider."***

O. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

P. AWARD CLOSEOUT. Recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Recipient must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR

200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

R. DEBARMENT AND SUSPENSION. Recipient shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.

U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii)

Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at USDA Buy America Waivers for Federal Financial Assistance | USDA.

Definitions

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

"Construction materials" means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Fiber optic cable (including drop cable);

(v) Optical fiber;

(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

"Infrastructure project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

   a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect; or
      (3) Use forced labor in the performance of the award or subawards under the award.

   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
         i. Associated with performance under this award; or
         ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),''.

2. Provision applicable to a Recipient other than a private entity. We as the Federal

awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
   (1) Associated with performance under this award; or
   (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),''

3. Provisions applicable to any recipient.
   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:
   a. ''Employee'' means either:
      (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   b. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   c. ''Private entity'':
      (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
      (2) Includes:
         i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
         ii. A for-profit organization.
   d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and

''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. Recipient agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
   a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
   b. Specify the actions Recipient will take against employees for violating that prohibition; and
   c. Let each employee know that, as a condition of employment under any award, the employee:

      (1) Shall abide by the terms of the statement, and
      (2) Shall notify Recipient in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. Recipient agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The established policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Recipient learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, Recipient must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
   b. Require the employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
   a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
   b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving

any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

(1) procure or obtain, extend or renew a contract to procure or obtain;
(2) enter into a contract (or extend or renew a contract) to procure; or
(3) obtain the equipment, services or systems.

FF. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the ‘‘Davis-Bacon Act’’).

GG. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

HH. INVESTING IN AMERICA SIGNAGE. In accordance with the Office of Management

and Budget memorandum CA-23-6, the Cooperator shall be responsible to visibly post clear and prominent construction signs on any Bipartisan Infrastructure Law or Inflation Reduction Act funded project in the amount of $250,000.00 or more. For any project less than $250,000.00 or a non-construction project, the Cooperator is encouraged to display a poster and utilize any appropriate digital assets. Investing in America signs and posters must acknowledge the appropriation of which funding has been provided for the project. Specific sign and poster design criteria may be found in the USDA Style Guide. Production of Investing in America signs shall result in reasonable and limited costs to the Cooperator. To maintain reasonable costs, the Cooperator is encouraged to use recycled or recovered materials when producing signs. In the event production of such signs and/or posters will result in unreasonable costs, expenses or burden to the Cooperator, production will not be required. The Cooperator shall provide documentation to the U.S. Forest Service of such unreasonable costs or burden.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*
   1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
   2. *Where and when to report.*
      i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
      ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
   3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*
   1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
      i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
      ii. in the preceding fiscal year, you received—
         (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
         (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
      iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
   2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
      i. As part of your registration profile at *https://www.sam.gov.*
      ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*
   1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—
   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization; and,
   iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward:*
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights,* in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
01/11/2024	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
	24-DG-11010013-002

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Billings

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. UEI:
81-6001237	XXXXXXXXX Edit Text: FAEFYK4YL4M1

d. Address:

* Street1:	XXXXXXXXXXXXXXXX Edit Text: 210 N 27th ST
Street2:	
* City:	Billings
County/Parish:	
* State:	MT: Montana
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	XXXXXXXX Edit Text: 59101-1938

e. Organizational Unit:

Department Name:	Division Name:
Parks and Recreation	

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Steve
Middle Name:			
* Last Name:	McConnell		
Suffix:			

Title: City Forester

Organizational Affiliation:
Employee

* Telephone Number:	406-237-6227	Fax Number:	

* Email: mcconnells@billingsmt.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA

11. Catalog of Federal Domestic Assistance Number:

10.727

CFDA Title:

*** 12. Funding Opportunity Number:**

USDA-FS-2023-UCF-IRA-01

* Title:

FY 2024 Inflation Reduction Act- Urban & Community Forestry

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FY 2024 Inflation Reduction Act- Urban & Community Forestry Billings Urban Forestry Grant for Disadvantaged Areas

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: MT002 * b. Program/Project: MT002

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 03/01/2024 Edit Text:execution date * b. End Date: 10/31/2025

18. Estimated Funding ($):

* a. Federal	1,000,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,000,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name: xxxx Edit Text: Bill

Middle Name:

* Last Name: xxxxxxx Edit Text: Cole

Suffix:

* Title: xxxxxxxxxxxxxxx Edit Text: Mayor, City of Billings

* Telephone Number: xxxxxxxxxx Edit Text: 406-657-8296 Fax Number:

* Email: xxxxxxxxxxxxxxxxxxxxx Edit Text: coleb@billingsmt.gov

* Signature of Authorized Representative: [redacted] * Date Signed: [redacted]

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Urban and Community Forestry	10.727	$ 1,000,000.00	$	$	$	$ 1,000,000.00
2.						
3.						
4.						
5. Totals		$ 1,000,000.00	$	$	$	$ 1,000,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
	Urban and Community Forestry				
a. Personnel	$ 350,000.00	$	$	$	$ 350,000.00
b. Fringe Benefits	140,000.00				140,000.00
c. Travel	0.00				0.00
d. Equipment	0.00				0.00
e. Supplies	265,000.00				265,000.00
f. Contractual	245,000.00				245,000.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	1,000,000.00				$ 1,000,000.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 1,000,000.00	$	$	$	$ 1,000,000.00
7. Program Income	$	$	$	$	$

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. Urban and Community Forestry	$	$	$	$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$	$	$	$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 450,000.00	$ 50,000.00	$ 50,000.00	$ 250,000.00	$ 100,000.00
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$ 450,000.00	$ 50,000.00	$ 50,000.00	$ 250,000.00	$ 100,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) (b)First	(c) Second	(d) Third	(e) Fourth
16. Urban and Community Forestry	$ 150,000.00	$ 250,000.00	$ 100,000.00	$ 50,000.00
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$ 150,000.00	$ 250,000.00	$ 100,000.00	$ 50,000.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: $1,000,000

22. Indirect Charges: 0

23. Remarks:

GRANT CATEGORY

Inflation-Reduction-Act-Urban-and-Community-Forestry: Inflation Reduction Act - Urban and Community Forestry

PROJECT TITLE

Billings Urban Forestry Grant for Disadvantaged Areas

PROJECT CONTACT INFORMATION

Primary Contact:
Dr. Steven P McConnell
City of Billings, PRPL, Forestry Division
City Forester
4848 Midland Road
Billings, MT 59101
Phone: (406) 237-6227
Cell Phone: (509) 868-8277
Email: mcconnells@billingsmt.gov

Secondary Contact:
Mr. Mike Pigg
City of Billings, Parks, Recreation, and Public Lands Park Superintendent
Email: piggm@billingsmt.gov

Designated Signing Authority
Chris Kukulski
City Administrator
Email: kukulskic@billingsmt.gov

Designated Grant Administrator/Writer
Ted Wilson
Grants Administrator
Email: wilsont@billingsmt.gov

PROPOSAL ABSTRACT

(100 word maximum)

The goal is to move Billings, Montana to a new paradigm in urban forestry which recognizes the vital benefits trees bring to quality of life and city infrastructure. The work will begin in the CJEST-designated disadvantaged areas of Billings, with a massive investment in tree planting and existing tree care so tree equity with the rest of Billings is achieved. This work delivers immediate change to the disadvantaged areas, trees by the hundreds, and a hopeful future of programmatic change. The City of Billings and Yellowstone Valley Citizens Council, a grassroots citizen advocacy group, are collectively advancing this work.

FUNDING REQUEST AND MATCH

(Non-Federal Matching Funds MUST be equal to or greater than the Federal Funds Requested unless the applicant has requested a Non-Federal Funds Match Waiver.)

REQUESTED: **$1,000,000.00** + MATCHING: **$0.00** = TOTAL PROJECT: **$1,000,000.00**

PROJECT NARRATIVE

1. **Project Scope Alignment:**
This project focuses entirely on tree equity and climate mitigation in CEJST designated disadvantaged areas in Billings, Montana (see Figure 1). In the short term we plan to plant trees and implement tree care work to dramatically transform the project area. Over the longer, 5-year term of this project, we plan programmatic actions to change the city of Billings' objectives and goals around urban forestry and expand the area in which the city actively manages trees (e.g. boulevard strips).

Programmatic outcomes will include a first-ever comprehensive management plan for the city (paid for by the City of Billings, NOT by IRA funds) clearly defining the city's aspirations for a well-treed city that equitably distributes trees across the city, values trees for the green infrastructure they provide, and explicitly recognizes the tangible benefits and quality of life amenities trees provide. An additional outcome is increasing civic involvement and stewardship in urban forestry through outreach to residents, organizations, and schools.

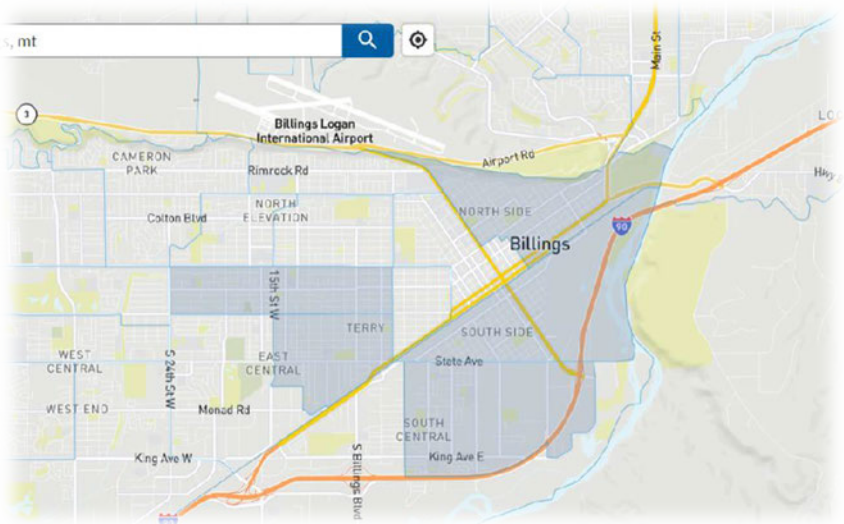


Figure 1 – Areas designated as disadvantaged by the Climate and Economic Justice Screening Tool. The grey areas are "disadvantaged" and represent the work area for this project.

On the ground outcomes will include hundreds of newly planted trees intermixed with an existing forest of well-pruned mature trees accounted for on a comprehensive inventory - providing quantifiable benefits to a greener, healthier, happier, more equitable city well-prepared for the trials a changing climate might bring.

Management changes driven by environmental justice imperatives are articulated in contemporary documents defining the culture of this environmental moment. The Justice40 initiative, for example, requires that "federal investments flow to disadvantaged communities that are marginalized, underserved …." The federal Ten-Year Urban and Community Forestry Action Plan hits on several points critical to this project; in particular, support for: 1) "inclusion of trees and forests as elements of all community comprehensive and master planning efforts," and 2) "integration of urban forestry into all scales of city, regional and state-scale master plans," and "engage underserved communities in urban and community forestry." The Ten-Year plan also references the importance of leveraging "volunteer civic stewards and the organizations that support them" alongside highlighting "natural resources careers" among youth. The Montana Forest Action Plan recognizes the important role trees play in mitigating the effects of a changing climate, specifically recommending cities "Promote the use of urban tree canopy cover as a tool to mitigate the impacts of climate change and urban heat islands."

Like most American cities, Billings settled with divergent paths for neighborhood infrastructure based on the socioeconomic conditions of people moving in. Generally, as cities were settled, desirable infrastructure surrounded the affluent while less investment was made elsewhere. As affluence often

coincided with race and ethnicity, demographics also differed by neighborhood as shown in Figure 2.

One of the most visible differences in neighborhoods is the abundance and condition of trees, an important determinant of the quality of life. When trees of the "right species" are abundant and well-distributed, well-documented benefits to humans and the environment accrue. The cooling effect of tree shade and evapotranspiration is among the most important. Billings is HOT in the summer, dangerously so at times, and trees can literally mean the difference between life and death on long, hot summer days, especially for those experiencing homelessness. Trees make a critical difference in whether a neighborhood is pleasant, or if living there is an ordeal to be endured.

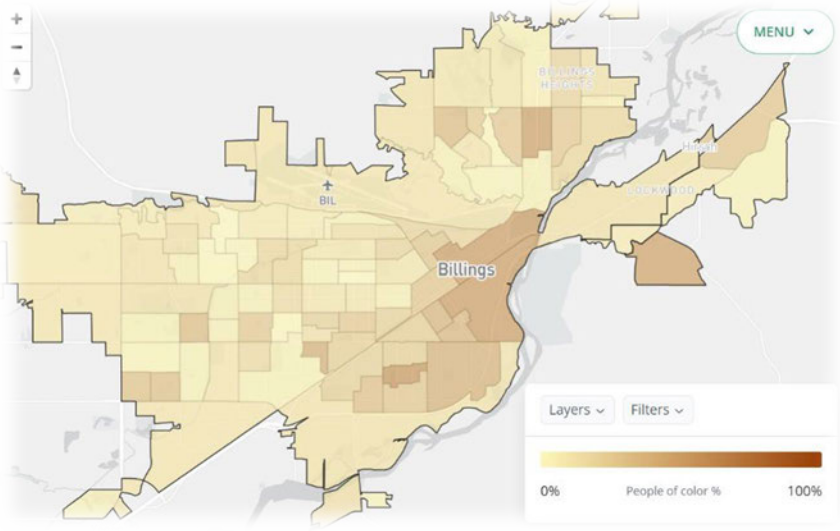


Figure 2 – Population diversity in Billings. Note that more diversity in darker tan and brown areas are generally within CEJST designated disadvantaged areas.

Billings' disadvantaged neighborhoods typically have fewer trees. Of the trees present, many are undesirable species (e.g. difficult and expensive to maintain; shed detritus; have the potential for "branch drop" causing injuries, death, or damage; grow excessively large; attract undesirable insect pests; are invasive; or cause extensive damage to sidewalks, curbs, and streets). Our goal is to provide trees that will help people love where they live regardless of their income or perceived status in the community and to make all neighborhoods across Billings equal in terms of the quality and quantity of trees and the tree care service they receive.

The starting point for this project differs from most cities as urban forestry has been a neglected aspect of infrastructure development in Billings. Billings has a highly successful Urban Forestry program - a Forestry Division (FD) within the Parks, Recreation and Public Lands (PRPL) Department, but its responsibility extends only to City Parks and a cemetery (Mountview), collectively accounting for about 10,500 trees. Boulevard strips and other public properties are managed by the Streets and Traffic Division in the Public Works Department (PW-S&T).

The division in tree authority has resulted in highly disparate circumstances for trees. For Parks and Mountview Cemetery, trees have been inventoried and entered into the TreeWorks tree care management software program with detailed records on origin of trees (stock type, nursery from which it was purchased) and management activities (date planted, weather conditions at planting, and subsequent pruning dates) for each tree. All trees are pruned and visited regularly. Parks are for the most part "full" of diverse species of trees in excellent condition.

In contrast, there is no inventory of boulevard trees and anecdotally/observationally, many of the trees in boulevard strips could benefit from pruning for aesthetic and safety purposes. The City keeps limited records about boulevard trees and performs only emergency tree care. Removal of branches impeding views of signs or encroaching into roadways and sidewalks is through a "complaint-driven" process.

Billings, the largest city in Montana, is the only major city in Montana without either an Urban Forestry Management Plan or an inventory of all publicly owned (park AND boulevard strip) trees. In the 1990s, the federal government recognized the need for dedicated attention to urban and community forestry and provided funding to support an Urban and Community Forestry (UCF) Program in every state. In Montana this program was housed in the Department of Natural Resources and Conservation (DNRC). Each state's obligations for this program were modest, requiring only that each state have a full-time Community Forestry Coordinator and a State Community Forestry Council made up of representatives from across the state and multiple interest groups, serving as an advisory board to the State Forester, usually by interaction with the UCF Program Manager.

Important tasks assigned to the UCF were ensuring each community in Montana collected inventory data for trees on city property and each city wrote an urban forestry management plan. In most communities, tree management was assigned to a single entity and a complete inventory and city-wide management plan were natural next steps, especially while the DNRC had funding and technical assistance to provide help with this effort. This developed differently in Billings with two city entities each managing a portion of publicly owned trees - the PRPL/Forestry Division managing trees in parks and Mountview Cemetery and the PW&ST controlling boulevard strips but deferring tree management to adjacent landowners.

Trees managed by the PRPL (https://www.billingsparks.org/forestry/) were mainly viewed as "ornaments" in parks, providing some additional value for shade in hot summer months. Providing park trees was considered a low-level technical function, forestry staff were low on organizational charts and there was no understanding of how the "urban forester" skill set could transform city life or how urban forestry could be a difference-maker in terms of quality-of-life. On the flip side, Public Works viewed trees mainly as "in-the-way" and only recently added the landscaping work they do in some places, including maintaining some boulevard trees, to their website (https://www.billingsmtpublicworks.gov/194/Street-Traffic-Repairs-Maintenance).

Public Works in the past preferred boulevard areas be treeless to simplify their work on public utility "grey infrastructure" elements like streets, curbs, piping, and street signs. In their view existing trees were someone else's responsibility and they provide the bare minimum of assistance to fulfill requirements of City Code to issue permits to allow planting, pruning or removal of boulevard trees, and did not promote tree planting in boulevard strips and discouraged it whenever possible. The PRPL has calculated boulevard trees have an asset value of over $100 million yet Public Works does not include this in their reported assets despite a transformative push made two years ago to emphasize their work in "asset management." For the upcoming effort, Public Works has expressed their support for the planting of boulevard trees and providing for their care.

Billings has disadvantaged areas that are "textbook" candidates for tree relief. It also has citizens advocating strongly for urban forestry now that they understand its benefits, an educational process that came about because of the excitement generated by the Inflation Reduction Act. Yellowstone Valley Citizens Council (YVCC), a local grassroots organization that serves Yellowstone County and organizes citizens around specific issues that impact the community and environment, officially took on Urban Forestry as their current campaign, meaning the time, energy, and resources of their 500+ member organization will be directed toward pressing the city to make Urban Forestry an integral part of life in Billings going forward. After an initial meeting with the City Administrator, YVCC members were told "the city was not hearing from citizens that urban forestry was important to them." YVCC responded by quickly securing at least 40 well-established environmental, community, social-justice and religious organizations, private individuals and private businesses signing on to support an expanded role for urban forestry in Billings. Signees stand ready to provide tangible (time and financial) contributions to growing urban forestry in Billings.

The current lack of a boulevard tree inventory and a management plan are dual challenges that make for a challenging start point for implementing a new paradigm in urban forestry. Yet, the situation of a disadvantaged population with a neglected treescape is exactly the context in which an infusion of resources and transformative programmatic change can make all the difference now and into the future.

It is important to note the focus of the current project does not depend on having an inventory or management plan. Our initial focus is simply to make rapid improvements in the disadvantaged parts of the city and neither an inventory nor a management plan is required. Immediate improvements to trees to be retained and an investment in planting trees will bring the disadvantaged parts of Billings to a more equitable condition. Conducting a comprehensive inventory and writing a management plan using other funding sources will soon follow and a transition to new conditions and a new paradigm will be complete.

2. **Implementation Strategy/Methodology/Timeline:**

Multiple shovel-ready projects have been identified and can be implemented immediately to change the setting on the ground even as programmatic elements take shape. Specifically, every existing tree on public property in the work area identified will be evaluated for its suitability to remain as a part of the urban forest. Trees that are hazardous or inappropriate for their site (for example tall stature trees growing under powerlines) will be removed. Trees of undesirable species or individual trees in areas with an excess of a given species may be removed and replaced with trees of different species to create a sustainable, diverse urban forest that can be maintained with regular, non-exceptional tree care.

Concurrently, a tree survey will be performed and trees planted in available planting spots in the work area. Trees will be selected for planting based on the "right tree, right spot" principle. Trees growing to large stature will be planted where boulevard strips are wide and no overhead obstacles are present. Medium or small stature trees will be planted where boulevard strips are narrow and where overhead or adjacent infrastructure preclude planting larger trees.

Tree species to be planted will be selected from a list of trees known to do well in Billings now (https://www.billingsparks.org/wp-content/uploads/Recommended-Trees-for-Billings.pdf) and in the future, even with anticipated climate changes. A minimum of 1,000 (target is 1,500+) trees will be planted in the first year (depending on availability) and more will be added in subsequent years after a thorough inventory of trees and planting spots has been completed.



Figure 3- A treeless landscape in a commercial area in central Billings (this area is part of an economically disadvantaged neighborhood). Residents do use the sidewalks to access services.

In addition to the "easy" trees to be planted in available planting spots, we will look at areas where additional planting spots could be gained by removing concrete or asphalt. It is especially desirable to add trees to these difficult, asphalt-covered spots as the greatest gains in cooling temperatures are made in these high-heat locales. The effect on "softening" the landscape to make it seem less post-industrial and more

ecologically friendly is also visibly transformative in such spots. The EBURD (East Billings Urban Renewal District) area of Billings is the best example where urban forestry investment could completely transform the look and feel of the area. The EBURD is, in fact, in the center of an area we propose significant work be directed. This work will be more expensive than other areas but will be the most transformative work we do - making a difference to the daily lives of Billings residents almost immediately after this work begins. Boulevard planting in areas such as the EBURD will provide additional opportunities to soften streetscapes, especially as Public Works looks to provide traffic calming measures and pedestrian refuges along streets in our project areas.



Figure 4- The EBURD area is practically void of all vegetation. Urban forestry investments will aid revitalization efforts in this economically disadvantaged census

Civic engagement is a third element of our project. With assistance from YVCC, we will reach out to local citizens and organizations to identify opportunities to raise awareness of the benefits of urban forestry and to develop citizen support of urban forestry. YVCC members have already connected with local neighborhood Task Forces in four disadvantaged communities of Billings, as well as with public educators.

Approach: Our approach will be to hire a project manager/community organizer who will report to the City Administrator or his designee to organize and oversee this project. The employee hired will be responsible for preparing requests for quotes (RFQ's) for the tasks required to accomplish this work (eg. inventory available planting spots in public rights of ways so a determination of the number of trees, appropriate stock size and species to be planted can be ascertained; inventory boulevard strip areas currently covered by concrete or asphalt but capable of supporting trees; ordering trees; and ordering materials to support planting trees (stakes, tree guards, mulch, etc.). A detailed "to do" list will be prepared when this position is posted. The person hired will also mobilize interested volunteers such as those individuals associated with the YVCC to undertake the inventory and planting activities.

3. Capability and Capacity:

Staff and stakeholders integral to developing and implementing this project are listed below. The proposal covers both planning the project and oversight of its implementation.

Chris Kukulski, City Administrator, City of Billings: Experienced in managing cities with Urban Forestry Departments responsible for ALL publicly owned trees funded by assessments that enable cities to manage boulevard trees without relying on adjacent property owners. Assigned City Forester to initiate this grant opportunity. Met with YVCC to gauge community support.

Mike Pigg, Director, Parks, Recreation and Public Lands Department: Will provide oversight and review of grant activities. Will hire and supervise the Project Manager.

Steve McConnell, City Forester, PRPL Department, Forestry Division: Primary author of grant proposal. Will provide expertise on tree ordering and selection, tree storage and care prior to planting and proper planting technique. Will help write the Forest Management Plan and design the boulevard tree inventory.

Jon Kohn, Forestry Specialist, PRPL Department, Forestry Division. Proposal co-editor. Will help with providing communication about this project. Will provide expertise on tree selection, ordering, planting, and initial care. Will help design and collect data for the boulevard tree inventory if asked.

Kris Glenn, Yellowstone Valley Citizens Council Chair, and **Caitlin Cromwell**, Northern Plains Resource Council Staff. Will assist YVCC's members in their work to support the City's effort to transform the landscape and adopt urban forestry plan and approach. This includes liaising with disadvantaged neighborhood task groups, schools, and other supporting community organizations. YVCC has 500+ members and for over 40 years has actively and successfully advocated for a healthy, inviting, and sustainable community. YVCC is the local affiliate organization of Northern Plains Resource Council, a statewide conservation organization.

4. **Communications Plan:**

This grant will help facilitate major changes in the operation of urban forestry using a new approach designed to create equity across neighborhoods, ameliorate climate change, provide efficiency to city operations, and create recognition of a previously overlooked component of infrastructure (trees!). These four themes will be the focus of messaging, public information and earned media coverage.

Outreach to develop stakeholder and community feedback or support for this proposal has already included meetings with neighborhood task forces, community action organizations, neighborhood business alliances and development zone offices. Similar meetings will continue to occur as connection to stakeholders and public and internal communication are key to project success.

Billings Public Information Officer Victoria Hill (https://www.billingsmt.gov/3033/Public- Information-Officer) is highly skilled at informing the community about planned and ongoing projects in which the city is engaged. She will provide state of the art communication about this work using all relevant media tools, including electronic social media and fixed signage at activity locations. Project information provided will uniformly include sources of funding.

The U.S. Forest Service and Inflation Reduction Act will be acknowledged as a funding source for each project funded out of this grant, according to USFS guidance and any future signage requirements. Signage and installation are included in the budget for this proposal.

5. **Evidence of Disadvantaged Community Status for projects requesting Match Waiver:**

The area designated for this work was identified using the Climate and Economic Justice Screening Tool. We plan to work only in areas within the Billings city limits that are identified as "disadvantaged" by this tool. These tracts are: 2, 3, 9.02, 10, and 11 (City of Billings, Yellowstone County, Montana). We did a supplemental analysis of the disadvantaged areas and compared outcomes of several attributes to areas not included in disadvantaged areas. We found that: the average median household income in disadvantaged areas is $43,637.80 as compared to $71,552.07 in the rest of Billings; there are 37.50 automobile

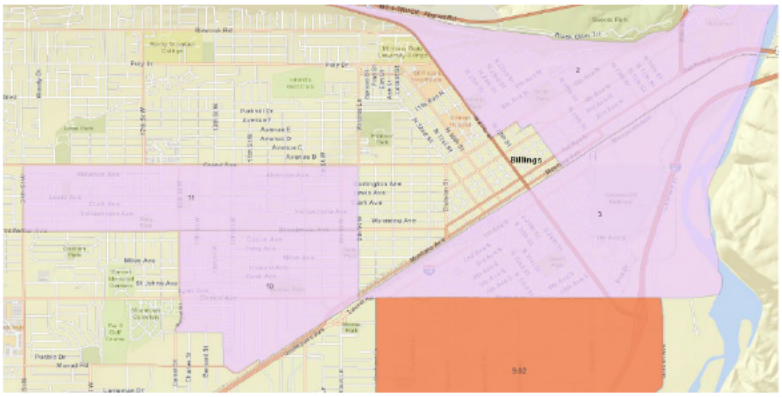


Figure 6 - Disadvantaged cencus tracts in light purple, historical poverty in orange.

accidents per square mile in disadvantaged areas in Billings as compared to 25.08 per square mile in the rest of Billings; and the ethnic composition of disadvantaged areas in Billings is White (72%), African American (1%), Native American (9%), Asian (1%) and Hispanic (12%) as compared to the rest of Billings with a population that is White (87%), African American (0%), Native American (3%), Asian (1%) and Hispanic (5%). These few attributes confirm demographic differences between "disadvantaged" areas and the rest of Billings and provide some insight on quality-of-life differences that exist in these areas too.

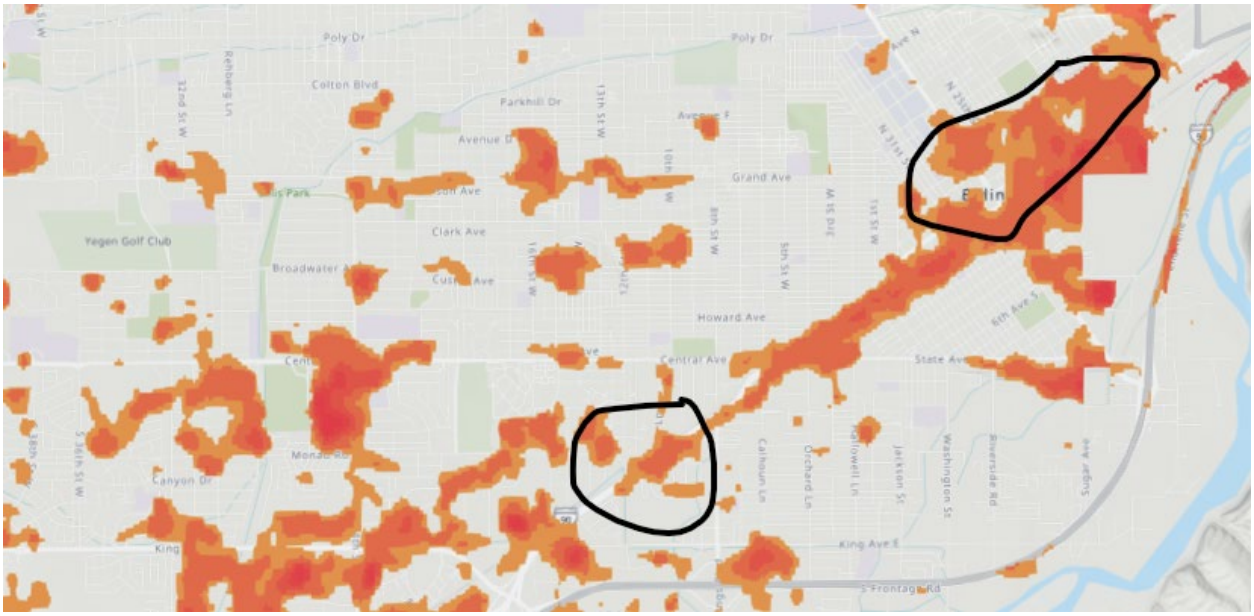


Figure 7 - Urban heat island severity for U.S. cities (https://www.arcgis.com/home/webscene/viewer.html?layers=4f6d72903c9741a6a6ee6349f5393572) with Moore Lane (lower center) and EBURD (upper right) circled.

BUDGET TABLE

APPLICANT: City of Billings

	Federal Funds (requested)	Non-Federal Match		Total	Source of Matching Funds
		Cash	In-Kind		
Personnel					
Project Manager/Community Organizer					
Salary	$350,000.00			$350,000.00	
Fringe Benefits	$140,000.00			$140,000.00	
Travel	$0.00			$0.00	
Equipment	$0.00			$0.00	
Supplies					
1,500 seedlings	$150,000.00			$150,000.00	
Signage materials	$15,000.00			$15,000.00	
Promotional materials	$10,000.00			$10,000.00	
Tree Planting Materials	$75,000.00			$75,000.00	
Vehicle	$15,000.00			$15,000.00	
Contractual					
Tree inventory	$20,000.00			$20,000.00	
Pruning and maintenance	$100,000.00			$100,000.00	
Cutting holes in concrete	$50,000.00			$50,000.00	
Tree Planting/Watering	$75,000.00			$75,000.00	
Total Direct Costs:	$1,000,000.00		$0.00	$1,000,000.00	
Indirect Cost:					
Total Project Cost:	**$1,000,000.00**		**$0.00**	**$1,000,000.00**	

BUDGET NARRATIVE

APPLICANT: City of Billings

PROJECT: Transform Urban Forestry Management in Billings, Montana

PERSONNEL: $490,000

Work on the project will require eclectic skills. We aim to hire one full-time employee and have both community organizing and project management tasks they will need to accomplish. We will look for someone skilled at engaging the public and organizing community groups that can also work with contractors and manage technical aspects of this work as it proceeds. Although the job duty mix will change over the five-year life of the grant, we expect the project manager to be about 50% of the job and the community organizer to be 50% of the position.

Project Manager: The Project Manager will plan, direct, organize and implement this project. The Project Manager will work as a City employee, will utilize City resources and follow City processes for contracting and purchasing supplies. The Project Manager will write RFQ's to solicit the contractors we will need to accomplish some tasks. They will order trees, hire tree planting contractors, hire contractors to identify areas covered by concrete and asphalt into which trees could be planted successfully to minimize heat island effects, and hire contractors to cut concrete and asphalt to create openings for planted trees.

Community Organizer**:** This person will help us connect to people living in disadvantaged areas that are the people this grant is intended to benefit most. Many of these individuals are not organized in groups, struggle to make ends meet day-to-day and consequently do not have time to engage in activities happening in this area. There was very little community engagement over urban forestry in the preceding decades because the PRPL's focus was exclusively on city parks and Public Works did not actively engage the community regarding forestry. So, connections to community groups about trees and urban forestry are nascent. It will take time and energy to reach people and connect with them.

The YVCC has an excellent start on bringing in community organizations but so far, no connections have been established with some groups that live in the designated "disadvantaged" neighborhoods, in particular Native American groups. Somewhere around 6% of Billings population is Native American and, as they are living in a city, outside of federally designated lands allocated to them, they are classed as "Urban Indians." Urban Indians are generally recognized as one of the most disadvantaged demographic groups in the US. Many resources that are available to Native Americans living on federally designated lands are not available to Urban Indians living in cities, so they often miss out on resources intended for them. Billings has the 5th largest Native American population in the United States measured as a percent of total population of a city of 100,000 or more. Only Anchorage, Alaska and Norman, Oklahoma City and Tulsa, Oklahoma have larger Urban Indian populations.

The Community Organizer will also work to engage EBURD (East Billings Urban Renewal District), METRA/FIA (Montana Entertainment Trade and Recreation Arena/First Interstate Arena) and other commercial entities that have interests or establishments in the disadvantaged area and they will build relationships with them that will allow for tree planting at each.

The Community Organizer portion of the position will be responsible for the following tasks:

1. Provide education and generate support for program goals,
2. Identify possible tree planting locations, or areas to avoid for cultural, pragmatic, or other reasons,

3. Recruit youths to take jobs planting trees and doing other tree care work and, in general, support an educational, job skills development component to this work,
4. Organize volunteer events in support of trees.

SALARY = $350,000 @ $70,000/year X 5 years

FRINGE BENEFITS = $140,000 @ $28,000/year X 5 years.

TRAVEL – **$0.00**. No travel will be paid out of the grant.

EQUIPMENT – **$0.00.** No equipment will be purchased for this project.

SUPPLIES – **$265,000**

Most of the expense of this project is upfront and immediate. We will spend very quickly on planting trees and providing needed care to existing trees we decide to keep.

Seedlings – we will purchase at least 1,500 over the course of this project, 1,000 in the first year. In bulk orders we anticipate getting seedlings for $100/each, so **$150,000** over the course of the project and $100,000 in the first year.

Signage materials – Signage design is yet to be developed but costs will not exceed $**15,000.**

Promotional materials – an exact methodology for promoting the work done for this project but it will include a variety of communication tools. The IRA funded portion of promotional will not exceed **$10,000**. We anticipate an abundance of news media coverage that will serve to promote this work.

Tree planting materials: Stakes, fencing, stem guards, mulch, twine, etc. will average $50/tree, so $1,500 x $50 = $**75,000**, $50,000 in the first year.

Vehicles – hired staff will need to be able to get around. Lease cost will be **$15,000** over the course of the project.

CONTRACTUAL – $245,000

Boulevard strip street tree and planting spot inventory – $20,000

A boulevard tree inventory in the disadvantaged areas (and only in the disadvantaged areas) will cost approximately **$20,000** but will depend on bids received from a contract process. Funds left over after the inventory is complete will be put into purchasing trees, pruning trees, or cutting through concrete to create planting spots for trees.

Pruning and tree maintenance - **$100,000**

We will spend up to **$100,000** on pruning, removing, or otherwise providing maintenance to existing boulevard trees. Without an inventory to tell us how many trees there are and what condition trees are in, it is not possible to provide an exact accounting for how much work will be needed. Tree conditions can also change abruptly in Billings as hail, strong winds, drought, and other change agents can make a difference in tree condition. Most of this money will be spent in the first year of this project. If there are funds left over after boulevard trees are in a safe and aesthetically pleasing condition, this money will be held in reserve for subsequent years until this fund has expired.

Cutting holes in concrete or asphalt - **$50,000**

A lot of the most desirable plantable spots are in areas in which asphalt or concrete has been laid. Cutting away concrete/asphalt and adding or amending soil to make it a plantable spot could cost approximately $2,500/site, considering removal of asphalt or concrete would be $140 to $200 per location, extension of irrigation could be included (depending on site at highly variable cost), concrete replacement (~$500 per 25 SF), planting, staking, etc. of the tree. Without an inventory it is not possible to know how many sites are available so we will do as many as we can for **$50,000**. These sites make the biggest difference in reducing the adverse effects of heat islands and hence, on mitigating negative effects of climate change. These funds will be spent in the first year of the project. The expense of traffic control is also highly variable based on boulevard location and could affect how many hard surface plantings we can accomplish.

Tree watering – **$37,500**

Newly planted trees will require supplemental water to survive Billings' hot summers. We will pay contractors to water trees weekly from June 15 to September 15. We will contract for $7,500 per year and establish a route that waters as many trees as we can afford. We will ask adjacent homeowners to water trees we cannot afford to water ourselves, selecting tree waterers from among homeowners who volunteer to take on that job and sign a document agreeing that they will keep trees watered. We will also appeal to the organizations that have signed on to help advance urban forestry to take on some watering as volunteers.

Tree planting – **$37,500**

We hope to train a legion of young adults to plant trees as part of a general education program we plan to provide to teach about urban forestry and employment opportunities that exist in urban forestry. We plan to train enough young people to plant trees that we can rely on them to plant trees, providing them with a working wage for their efforts. We will cap this effort at $37,500, spending the bulk of it in the first year. If we are not able to plant all the trees we want with young people we recruit, we will recruit volunteers from amongst the individuals and groups that signed on in support of urban forestry when the YVCC was challenged by the City Administrator to document support for trees and urban forestry in Billings.

EXCELLENCE • INNOVATION • INTEGRITY

Billings
PUBLIC
WORKS

PUBLIC WORKS
ADMINISTRATION
2224 Montana Ave
Billings, MT. 59101
P 406.657.8230

December 18, 2023

Jacob Biar
Urban and Community Forestry Assistant Program Manager
3232 West Nursery Road
Coeur d'Alene, ID 83815

Dear Mr. Biar and others it may concern,

I am writing in regards to the USDA Forest Service Inflation Reduction Act Grant awarded to Billings, MT. We are excited to receive this grant as a City and look forward to putting the grant dollars to make a historic and a transformative difference.

Public Works cares for natural areas, some right of way landscaped areas, and boulevard strips along with some city owned areas. Public Works will work with the Parks and Recreation Department to support tree planting across the City.

Public Works supports the work and will do our best to work with project managers to enable tree planting in areas while helping them to integrate trees neatly and cleanly into the infrastructure.

As a City, we are excited to see our city blossom and grow with so many trees making a difference and setting our city apart with the high quality of life a diverse, beautiful, and highly functioning urban forest will bring.

Please feel free to contact me if you have any questions.

Respectfully,

Debi Meling, P.E.
Public Works Director

Billings
PARKS
AND RECREATION

City of Billings Parks and Recreation

Mike Pigg
Parks and Recreation Director

piggm@billingsmt.gov

390 N. 23rd Street
Billings, MT 59101

406-657-8373

Website:
www.BillingsParks.org

Mike Pigg
390 North 23rd
Billings, MT 59101
406-657-8373

12/14/2023

Jacob Biar
Urban and Community Forestry Assistant Program Manager
3232 West Nursery Road
Coeur d'Alene, ID 83815

Dear Jacob and whomever else it may concern,

I am writing in regards to the USDA Forest Service Inflation Reduction Act Grant awarded to Billings, MT. We are thrilled to receive this grant and look forward to putting funds to work quickly to make a historic and transformative difference to the ambience and quality of life in Billings.

Billings has historically had a division of effort in caring for its urban forest. The Parks Department has responsibility for parks, a large cemetery (Mountview) and a golf Course (Par 3) as well as natural areas while the Public Works Department has responsibility for boulevard strips and some other publicly owned lands.

We are writing to assure you that we are aware of this grant and aware that it will involve tree planting, some removal of impervious surfaces to allow for tree planting and some other activities required to plant trees and allow for their care and maintenance over time.

We support this work and will do our best to work with project managers to enable tree planting in these areas while helping them to integrate trees neatly and cleanly into the infrastructure we need to maintain in order to keep the city running smoothly and cost-effectively.

We are all on the same team and we are excited to see our city blossom and grow with so many trees making a difference and setting our city apart with the high quality of life a diverse, beautiful and highly functioning urban forest will bring.

Please feel free to contact me if you have any questions.

Respectfully,

Mike Pigg
Parks and Recreation Director
Billings, MT

YELLOWSTONE VALLEY
CITIZENS COUNCIL
est 1979

December 20, 2023

Jacob Biar
Urban and Community Forestry Assistant Program Manager
3232 West Nursery Road
Coeur d'Alene, ID 83815

Dear Mr. Biar and associates,

We are excited to support the City of Billings in implementing their grant from the USDA Forest Service Inflation Reduction Act. We believe this is an opportunity to move Billings into the 21st century in urban forest management. Our overarching goal is the use of trees to contribute to a high-quality-of-life in Billings for all residents, with special support for disadvantaged areas. We stand ready to be a source of information and a base of support for this work going forward.

Yellowstone Valley Citizens Council (YVCC) is a grassroots community organization with around 500+ members across Yellowstone County. As members, we advocate for a healthy, inviting, and sustainable community. We are a democratic organization meaning our members select the projects we work on. We first heard of our city's urban forestry needs and the grant opportunity at a members meeting a year ago. We voted unanimously to campaign in support of urban forestry in Billings.

Since that time we have taken the following steps:

1. Formed a dedicated Urban Forestry group which includes interested members, master gardeners, and several local arborists/forestry experts.
2. Easily found over 30 local organizations to join us in supporting urban forestry.
3. Presented these organizations and our own request to that the city apply for a grant to Billings City Administrator, Chris Kukulski.
4. Supported City Forester Steve McConnell in preparing the grant request.
5. Worked to educate the community and city staff about the benefits of urban forestry, including:
    a. Presented the benefits of a healthy urban forest to several local community groups.
    b. Developed a continuing petition for residents to sign in support of urban forestry.
    c. Organized an urban forestry information booth at Montana Fair in August.
    d. Spoke for 30 minutes about urban forestry on a popular local radio station in November.
    e. Testified in support of effective use of the IRA grant at a recent City Council meeting.
    f. Arranged an urban forestry information session at our library in December.

YVCC has over forty years of experience in advocating in Yellowstone County. We are the local chapter of Northern Plains Resource Council, a statewide conservation organization. We have

existing relationships with many local organizations and are looking forward to leveraging our skills and contacts on behalf of urban forestry. We want our community and our City departments and staff to value trees as “green infrastructure” and to embrace – and receive - all the benefits trees provide.

If you have questions, please feel free to reach out to me or to our Northern Plains staff member, Michael Skinner. (michael@northernplains.org / 406-248-1154.).

Respectfully,



Kristine Glenn
Chair - Yellowstone Valley Citizens Council
406-530-4397

Grants Certifications Report

CITY OF BILLINGS

Unique Entity ID **FAEFYK4YL4M1**	Certification Validity From: **Mon Apr 10 17:23:38 EDT 2023**	Purpose of Registration **All Awards**
CAGE/NCAGE **5GQB0**	Certification Validity To: **Tue Apr 09 17:23:38 EDT 2024**	

Financial Assistance General Certifications and Representations

As the duly authorized representative of the CITY OF BILLINGS, I certify that CITY OF BILLINGS:

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of any financial assistance project covered by this Certifications and Representations document (See 2 C.F.R. § 200.113 Mandatory disclosures, 2 C.F.R. § 200.214 Suspension and debarment, OMB Guidance A- 129, "Policies for Federal Credit Programs and Non-Tax Receivables");

(2) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives (See 2 C.F.R. § 200.302 Financial Management and 2 C.F.R. § 200.303 Internal controls);

(3) Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy (See 2 C.F.R. § 200.112 Conflict of interest);

(4) Will comply with all limitations imposed by annual appropriations acts;

(5) Will comply with the U.S. Constitution, all Federal laws, and relevant Executive guidance in promoting the freedom of speech and religious liberty in the administration of federally-funded programs (See 2 C.F.R. § 200.300 Statutory and national policy requirements and 2 C.F.R. § 200.303 Internal controls);

(6) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and public policies governing financial assistance awards and any Federal financial assistance project covered by this certification document, including but not limited to:

(a) Trafficking Victims Protection Act (TVPA) of 2000, as amended, 22 U.S.C. § 7104(g);

(b) Drug Free Workplace, 41 U.S.C. § 8103;

(c) Protection from Reprisal of Disclosure of Certain Information, 41 U.S.C. § 4712;

(d) National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.;

(e) Universal Identifier and System for Award Management, 2 C.F.R part 25;

(f) Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170;

(g) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. part 180;

(h) Civil Actions for False Claims Act, 31 U.S.C. § 3730;

(i) False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001;

(j) Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.;

(k) Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.;

(l) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.;

(m) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.;

(n) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.;

(o) Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794; and.

(p) Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.

I have read each of the certifications and representations presented on this page. By submitting this certification, I, Sarah Lane, am attesting to the accuracy of the certifications and representations contained herein. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent CITY OF BILLINGS by providing false, fictitious, or fraudulent information to the U.S. Government.

(End of Provision)

City Council Regular
Date: 03/11/2024
Title: Zimmerman Home Place Subdivision, 4th Filing - Preliminary Minor Plat
Presented by: David Green
Department: Planning & Community Services
Presentation: No
Legal Review: Not Applicable
Project Number: PZX-23-00258

RECOMMENDATION
Staff proposes the City Council conditionally approve the preliminary plat of Zimmerman Home Place Subdivision, 4th Filing and adopt the Findings of Fact as presented in the staff report.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
On February 1, 2024, Performance Engineering applied for preliminary minor plat approval for Zimmerman Home Place Subdivision, 4th Filing. The proposed subdivision creates 4 lots from existing lots for residential development. The subject property is generally located north of Grand Avenue and west of Zimmerman Trail. The property is zoned CMU 2, Corridor Mixed Use 2. Zimmerman Home Place Subdivision, 1st Filing received final plat on April 17, 2017.

VARIANCES REQUESTED
No variances from the City Subdivision Regulations have been requested.

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

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

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

PROCEDURAL HISTORY

- Pre-application meeting January 4, 2024
- Preliminary plat application submitted to Planning Division on February 1, 2024
- Preliminary plat to City Council March 11, 2024
- 35 working-day preliminary plat review period ends March 22, 2024

PLAT INFORMATION

General location: North of Grand Avenue and west of Zimmerman Trail

Legal Description: Located on Lot 1, Block 1 of Zimmerman Home Place Subdivision, First Filing and Lot 1, Block 1 of Zimmerman Home Place Subdivision, Third Filing.

Owner/Subdivider: WL Zimmerman, LLC

Engineer and Surveyor: Performance Engineering

Existing Zoning: NX-3

Existing land use: Undeveloped Subdivision

Proposed land use: Residential

Gross area: 19.649 acres

Proposed number of lots: 4

Lot size: Max: 11.49acres
Min: .94 acre

Parkland requirements: Parkland dedication is not required as this is a minor subdivision. Section 23-1008 A. BMCC

STAKEHOLDERS

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

ALTERNATIVES

In accordance with state law, the City Council has 35 working days to act upon this minor preliminary plat. The 35 working day review period for the proposed plat ends on March 22, 2024. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

Staff is recommending Conditional Approval and adoption of the Findings of Fact.

FISCAL EFFECTS

This plat will have no fiscal impacts on the City/County Planning Division.

SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Findings of Fact
Proposed Plat
Draft SIA
Mayors Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Zimmerman Home Place Subdivision, 4th Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property was historically used for agricultural purposes. There will be no irrigation infrastructure affected by this subdivision. There are no water rights or shares that will be available to this proposed subdivision. Any perimeter ditches and drains, that have downstream users, shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. Water lines have already been installed within the subdivision in Green Valley Drive and Avenue E. Each lot will have access to the existing waterlines. All water lines and stubs will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. This information is within the SIA under the heading VI, Utilities.

   Sanitary sewer service will be provided by the City of Billings. Sanitary sewer lines have already been installed within the subdivision in Green Valley Drive and Avenue E. Each lot will have access to the existing sanitary sewer lines. All sanitary sewer lines and stubs will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. This information is within the SIA under the heading VI, Utilities.

   Private utility companies will provide services to the subdivision. Easements on the lot frontage have been provided by the subdivider for the private utility companies to install the needed infrastructure with previous filings.

   Stormwater – This subdivision shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department. A Stormwater Report has been submitted for review and approval by City Engineering. Individual lots will be required to manage their own stormwater in accordance with the City of Billings Stormwater Management Manual. This information is within the SIA under the heading V, Storm Drainage.

b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

c. **Streets** – The lots within the subdivision are served by connections to Green Valley Drive and Avenue E within the subdivision. This subdivision will not be required to provide additional street dedication on any of the streets inside or outside the subdivision. When the lots develop they will be required to install curb gutter and sidewalk on their lot street frontage along Avenue D.

   A traffic impact study was done with the original subdivision development. There have been subsequent traffic impact studies done with individual developments in the subdivision. Lot developers may be required to provide updates to the traffic impact study with their proposed developments. Future lot owners can contact City of Billings Engineering to obtain existing material on the traffic impact studies done in the past.

   The sidewalks will be installed by individual lot owners when the lots are developed. All sidewalks will be 5-foot-wide with a 5-foot-wide boulevard behind the curb. This is outlined in the SIA under the heading III Transportation B Sidewalks.

d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station serving this area is located at 1501 54th Street West (Station #7). The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** – Schools impacted by this proposed subdivision will be West High School, Ben Steele Middle School and Arrowhead Elementary School. These schools are currently at or over capacity with students.

f. **Parks and Recreation** – This subdivision is a minor subdivision and is not required to provide parkland. Section 23-1008 A, Billings Subdivision Regulations.

g. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision. The USPS has requested centralized box units. Development of the property will require coordination with the developer and the postal service for preferred location of mail delivery boxes.

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

3. Effect on the natural environment

The subject property is a vacant subdivision property that has been farmed in the past. The farming activity from the past has mostly removed natural habitat from the land.

The geotechnical study will be performed when future development is proposed on the land. The subdivision should have a minimal effect on the natural environment.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

There will be minimal impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

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

Essential Investments (relating public and private expenditures to public values) Infill development and development near existing City infrastructure may be the most cost effective

Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods) Neighborhoods that are safe and attractive and provide essential services are much desired.

Home Base (healthy, safe and diverse housing options)
Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

2. 2023 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2023 Transportation Plan and preserves the street network and street hierarchy specified in the plan. The applicant will be connecting Avenue D through the proposed subdivision.

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

There is no trail identified within the proposed subdivision. The nearest trails are Zimmerman Trail, east of the subdivision and on Colton Boulevard to the north.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is zoned Mixed Residential 3 (NX-3). The lot frontages conform to the requirements of this zoning. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivision has provided utility easements as requested by private utility companies with past platting. There are private utility easements shown on the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed lots from Green Valley Drive and Avenue E, streets within the proposed subdivision.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Zimmerman Home Place Subdivision, 4th Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

It is recommended to City Council that the preliminary plat of Zimmerman Home Place Subdivision, 4th Filing, be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, March 11, 2024

_____

William A. Cole, Mayor

PRELIMINARY PLAT OF

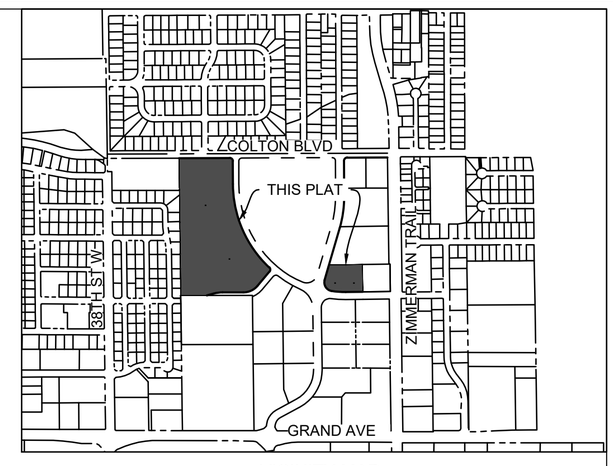
ZIMMERMAN HOME PLACE, 4TH FILING

BEING LOCATED ON LOT 1, BLOCK 1 OF ZIMMERMAN HOME PLACE SUBDIVISION, FIRST FILING AND LOT 1, BLOCK 1 OF ZIMMERMAN HOME PLACE SUBDIVISION, 3RD FILING. SITUATED IN THE SW 1/4 OF SECTION 34, T. 01 N., R. 25 E., P.M.M. CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGHLANDS ZHP SUBDIVISION, LLC
L&L ZHP SUBDIVISION, LLC
LUDWIG CONSULTING, LLC
WL ZIMMERMAN, LLC

PREPARED BY : PERFORMANCE ENGINEERING, LLC

DATE PREPARED: DECEMBER 2023



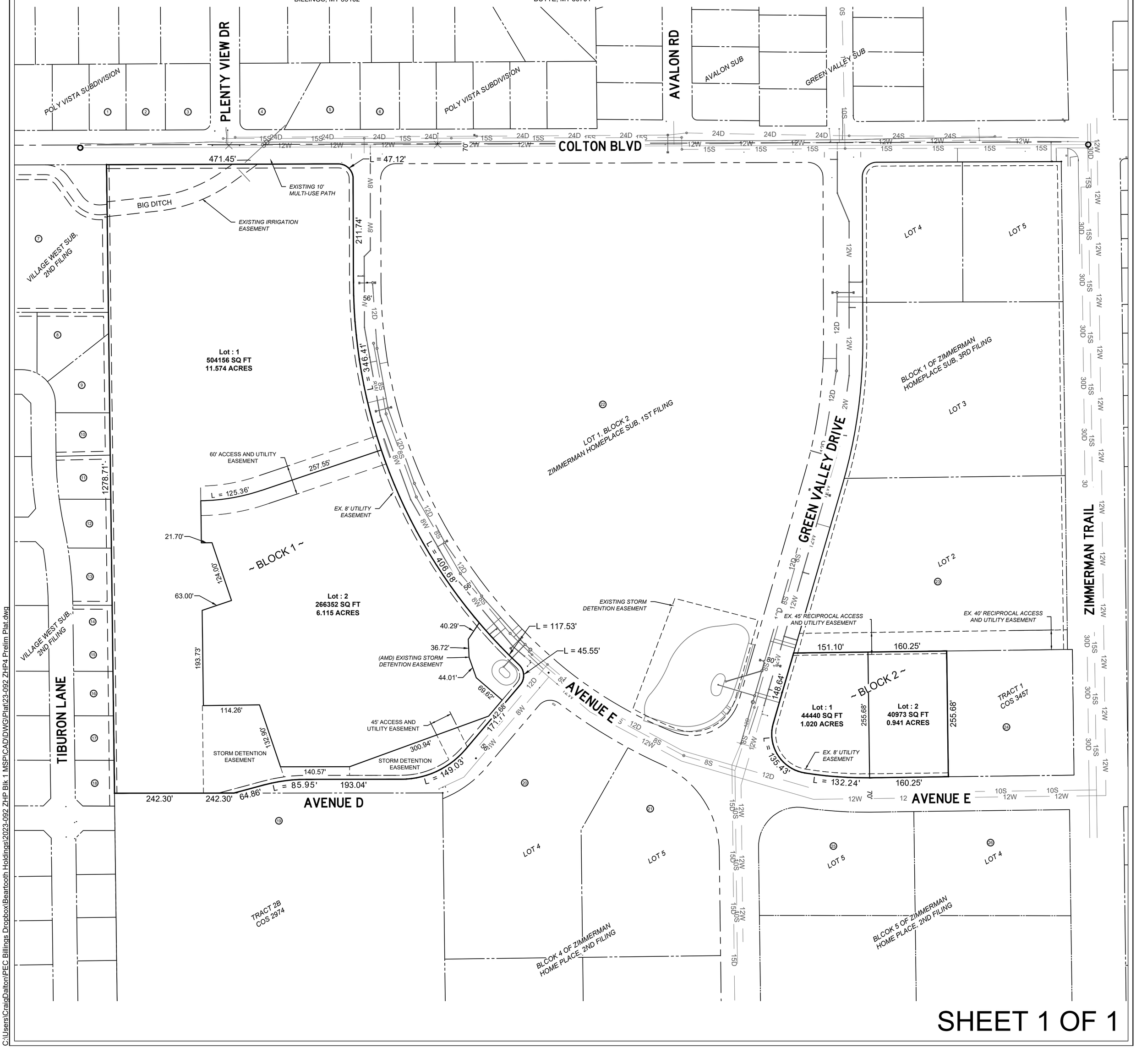
VICINITY MAP

SITE DATA	
GROSS AREA	19.649 AC
NET AREA	19.649 AC
LOT COUNT	4
MAX. LOT AREA	11.574 AC
MIN. LOT AREA	0.941 AC
ZONING	P1, NX1, NX2,NX3 & NO

0 100 200
IN FEET

ADJOINING PROPERTY OWNERS

1. KEATON W HARMON, 3715 COLTON BLVD, BILLINGS, MT 59102
2. JANET R & KENNETH H NEUMILLER, 3709 COLTON BLVD, BILLINGS, MT 59102
3. TONI F & GALE M MARTINI, 3703 COLTON BLVD, BILLINGS, MT 59102
4. STODOLSKI/LANDY FAMILY JOINT REVOCABLE TRUST, 2105 PLENTY VIEW DR, BILLINGS, MT 59102
5. ELLEN L PFISTER, P.O. BOX 330, SHEPHERD, MT 59079
6. TYLER J & BERENICE C MUNSON, 3635 COLTON BLVD, BILLINGS, MT 59102
7. J & S DEVELOPMENT, INC., 2650 OVERLAND AVE, BILLINGS, MT 59102
8. THEOPHILUS & ANELE KANDAWASVIKA, 3707 PARKHILL DR, BILLINGS, MT 59102
9. GRANT O VANLUVANEE, 1947 TIBURON LN, BILLINGS, MT 59102
10. ALAN J & MARY J MOOER, 192 HIGHWAY 200 S, GLENDIVE, MT 59330
11. DEREK A & MELISSA L NELSON, 1917 TIBURON LN, BILLINGS, MT 59102
12. JOSELITO & ASHLEY ANTONI, 1903 TIBURON LN, BILLINGS, MT 59102
13. DAVID M & VENIETA M COX, 1845 TIBURON LN, BILLINGS, MT 59102
14. ANNE S ELKIN, 1819 TIBURON LN, BILLINGS, MT 59102
15. BETTI A HINRICHS, 1815 TIBURON LN, BILLINGS, MT 59102
16. KENTON MERLE Y WANDA KAY GUNTHER, 1747 TIBURON LN, BILLINGS, MT 59102
17. LARRY E & PATRICIA L KRAMER, 1727 TIBURON LN, BILLINGS, MT 59102
18. RACHELLE E PREVOST, 1713 TIBURON LN, BILLINGS, MT 59102
19. STEWART LAND HOLDINGS, LLC, 1708 E 5550 S, SUITE 18, OGDEN, UT 84403
20. BILLINGS GRAND-ZIMMERMAN LLC, 600 S MAIN ST, BUTTE, MT 59701
21. BILLINGS GRAND-ZIMMERMAN LLC, 600 S MAIN ST, BUTTE, MT 59701
22. ZIMMERMAN LUXURY APARTMENTS LLC, 2116 BROADWATER AVE STE 101, BILLINGS, MT 59102
23. HIGHLANDS ZHP SUBDIVISION, LLC, 2116 BROADWATER AVE, SUITE 101, BILLINGS, MT 59102
24. MED-MAP LLC, 513 HILLTOP RD STE 7, BILLINGS, MT 59105
25. BILLINGS GRAND-ZIMMERMAN LLC, 600 S MAIN ST, BUTTE, MT 59701
26. BILLINGS GRAND-ZIMMERMAN LLC, 600 S MAIN ST, BUTTE, MT 59701



SHEET 1 OF 1

PE STANDARD.CTB
1/15/2024 11:02:47 AM
C:\Users\CraigDalton\PEC Billings Dropbox\Beartooth Holdings\2023-092 ZHP Blk 1 MSP\CAD\DWG\Plat\23-092 ZHP4 Prelim Plat.dwg

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

Zimmerman Home Place Subdivision, 4th Filing

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(City of Billings)

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

Zimmerman Home Place Subdivision, 4th Filing

This agreement is made and entered into this ____ day of _____, 20__, by and between *Highlands ZHP Subdivision, LLC, a Montana Limited Liability Company, L & L ZHP Subdivision, LLC, a Montana Limited Liability Company, and Ludwig Consulting, LLC, a Montana Limited Liability Company,* whose address for the purpose of this agreement is **PO Box 333, Reed Point, MT 59069**, and *WL Zimmerman, LLC*, whose address for the purpose of this agreement is **595 S. Riverwoods Parkway, Suite 400, Logan, UT 84321**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

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

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

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

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

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

I. VARIANCES

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

1. No variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

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

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

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

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

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

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

H. A Traffic Impact Study (TIS) was completed as part of the Zimmerman Home Place Subdivision, 3rd Filing. Lot developers may be required to provide an update to the TIS to evaluate the proposed trip generation versus the original reports for traffic impacts. Lot owners can contact the City Engineering office for additional information regarding the original TIS and requirements for potential TIS updates.

III. TRANSPORTATION

A. Streets

- All public roadways adjacent to Lot 2, Block 1 and Lots 1 and 2, Block 2 have been completed as part of previous projects. No additional public street improvements are required by the Subdivider.

- Portions of Avenue D remain unconstructed as right-of-way dedication is required from Tract 2B of COS 2974 prior to completing the road. At the time when Avenue D is constructed, Lot 1 of Block 1 shall be responsible for constructing the curb and gutter along its frontage. The City reserves the right to create an SID to construct the improvements if not made at the time of initial construction of Avenue D.

- All public right-of-way for surrounding streets has been dedicated. No additional right-of-way dedication is required.

- Lot owners will be required to construct the private access roads that front their property at the time of lot development.

B. Sidewalks

- Individual lot owners will be responsible for the construction of the sidewalks adjacent to the existing access roads fronting their lot at the time of lot construction and shall be included in each building permit.

- Portions of Avenue D remain unconstructed as right-of-way dedication is required from Tract 2B of COS 2974 prior to completing the road. At the time when Avenue D is constructed, Lot 1 of Block 1 shall be responsible for constructing sidewalk along its frontage. The City reserves the right to create an SID to construct the improvements if not made at the time of initial construction of Avenue D.

- Sidewalks shall be 5-foot wide boulevard style walks. Handicap ramps and aprons have been constructed as part of previous projects.

C. Street Lighting

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

D. Traffic Control Devices

- A Traffic Impact Study (TIS) evaluating the impacts of the entire Zimmerman Home Place project area has previously been completed and submitted to City Engineering. Intersection impact fees associated with the findings of the TIS have been collected by the city and additional contributions are not required at this time.

- Lot developers may be required to provide an updated to the TIS to evaluate the proposed trip generation versus the original reports for traffic impacts. Lot owners can contact the City Engineering office for additional information regarding the original TIS and requirements for potential TIS updates.

E. Access

- The Subdivision will be accessed by way of driveway approaches off Green Valley Drive, Avenue D and Avenue E.

- Access to Block 2 from Zimmerman Trail is provided via an existing 40' shared access. This access shall be restricted to right-in/right-out and located at the location identified on the plat.

F. Billings Area Bikeway and Trail Master Plan

- The subdivision is located within the Bikeway and Trail Master Plan. A 10-foot multi-use trail has been constructed as part of a previous project.

G. Public Transit

- MET Transit provides service along Grand Avenue with the closest stop at the intersection of Grand Avenue and Zimmerman Trail, approximately 0.25 miles south of the Subdivision. No improvements are required to ensure public transit service.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses,

etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

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

A complete stormwater management Master Plan for the Zimmerman Home Place area has been developed and is on-file at the City Engineering office. Individual Lots will be required to manage their own stormwater in accordance with the above referenced Master Plan and the City of Billings' Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of Lot development.

VI. UTILITIES

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

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

Lots 2, Block 2 does not have water, sewer, or storm service connections stubbed to it. Service connections to existing public mains within Avenue E shall be completed at the time of Lot development.

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

A. Water

The subdivision will be serviced by existing water mains located in Green Valley Drive and Avenue E.

B. Sanitary Sewer

The subdivision will be serviced by existing sanitary sewer mains located in Green Valley Drive and Avenue E.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines within the public right-of-way shall be installed prior to surface improvements. Existing 8-foot utility easements are provided along the front lot lines of selected lots for utility services as shown on the plat.

VII. PARKS/OPEN SPACE

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

VIII. IRRIGATION

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

IX. SOILS/GEOTECHNICAL STUDY

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

X. PHASING OF IMPROVEMENTS

The Subdivision is not proposed to be constructed in phases.

XI. FINANCIAL GUARANTEES

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

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

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

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

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

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

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

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

"SUBDIVIDER" *Highlands ZHP Subdivision, LLC*
a Montana Limited Liability Company

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *Highlands ZHP Subdivision, LLC, a Montana Limited Liability Company*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

"SUBDIVIDER" *L & L ZHP Subdivision, LLC*
a Montana Limited Liability Company

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *L & L ZHP Subdivision, LLC, a Montana Limited Liability Company,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

"SUBDIVIDER" *Ludwig Consulting, LLC*
a Montana Limited Liability Company

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *Ludwig Consulting, LLC, a Montana Limited Liability Company,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

"SUBDIVIDER" *WL Zimmerman, LLC*

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared _____ _____, known to me to be the _____ of *WL Zimmerman, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

Waiver of Right to Protest
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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

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

Zimmerman Home Place Subdivision, 4th Filing

Signed and dated this _____ day of _____, 20___.

Highlands ZHP Subdivision, LLC
a Montana Limited Liability Company

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *Highlands ZHP Subdivision, LLC, a Montana Limited Liability Company,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

L & L ZHP Subdivision, LLC
a Montana Limited Liability Company

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *L & L ZHP Subdivision, LLC, a Montana Limited Liability Company,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

Ludwig Consulting, LLC
a Montana Limited Liability Company

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *Ludwig Consulting, LLC, a Montana Limited Liability Company,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

WL Zimmerman, LLC

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared _____ _____, known to me to be the _____ of *WL Zimmerman LLC,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

_____

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

CITY OF
Billings
MAYOR'S OFFFICE

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

Performance Engineering
608 North 29th Street
Billings, MT 59101

Dear Applicant:

On March 11, 2024 the Billings City Council conditionally approved the preliminary plat of Zimmerman Home Place Subdivision, 4th Filing subject to the following conditions of approval:

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

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

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

March 11, 2024

Sincerely,

_____
William A. Cole, Mayor

City Council Regular

Date:	03/11/2024
Title:	WO 24-02: Missing Sidewalk Program - Resolution Ordering Improvements
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council approve a resolution ordering improvements identified in the 2024 Missing Sidewalk Program.

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

The City has an annual concrete program to make improvements addressing tripping hazards, drainage problems, property owner requests, complaints of concrete issues, and other miscellaneous concrete work. The annual program is split into three separate projects. The first project, "Sidewalk Tripper Repair", corrects concrete tripping hazards that can be repaired by grinding. The second project, "Small Concrete Replacement", primarily includes tripping hazards unable to be repaired by grinding that are corrected by replacing the concrete. The third project is the "Missing Sidewalk" project, that is the subject of this council action.

The Missing Sidewalk project is focused on installing sidewalk in areas that are missing pedestrian facilities. This project is in accordance with State law (MCA 7-14-4109) and City Resolution 18-10719 that allow the City Council to order certain improvements such as sidewalks, curbs, or gutters to be constructed without the creation of a special improvement district (SID). City staff identified and prioritized areas of missing sidewalk along arterial streets, collector streets, school routes (as shown in the Safe Routes to School study), or in high pedestrian areas for inclusion in this program. The streets that are missing sidewalk include Claim Jumper Lane from Babcock Boulevard to Nutter Boulevard; Lyman Avenue from 22nd Street West to Poly Drive Elementary School; and Lyman Avenue from Elizabeth Street to Poly Drive Elementary School. Both streets have been identified within the Safe Routes to School studies and Lyman Avenue has had citizen concerns promoting safe routes to school. The missing sidewalks are proposed in combination with associated ADA improvements at street crossings. Staff communicated with adjacent residents through correspondence in November 2023 describing the proposed project and again in February 2024 with estimated proposed assessments.

Based on City Resolution 18-10719, the property owners are responsible to pay for sidewalk on their addressed side and drive approaches on both addressed and non-addressed sides. The City is responsible to pay for curb and gutter replacement, sidewalk on non-addressed sides of properties, and ADA improvements at corners and on sidewalks that are in good condition, but were constructed before ADA requirements were in place. The estimated assessments for the properties are shown in Exhibit B of the Resolution Ordering Improvements as attached.

ALTERNATIVES

The Council may:

- Approve the Resolution ordering construction of the improvements; or
- Approve a subset of streets within the Resolution ordering construction of the improvements; or
- Not approve the Resolution ordering construction of the improvements. If the Council does not approve the Resolution, the property owners cannot be assessed and the completion of missing sidewalk will be delayed because there is no other current source of funding.

FISCAL EFFECTS

The project is funded through Gas Tax funds budgeted and direct property assessments. The assessments included in the resolution are in the amount of $164,000 ($126,095.25 construction and $37,904.75 bond/engineering cost). Gas Tax funds in the amount of $345,784.75 comprise the remainder of the project costs totalling $509,784.75.

Attachments

Resolution Ordering Improvements

Exhibit A to Resolution Ordering Improvements
Exhibit B to Resolution Ordering Improvements
Resolution 18-10719 Sidewalk Curb and Gutter Policy
Missing Sidewalk Map

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the City), hereby certify that the attached resolution is a true copy of Resolution No. 24-_____, entitled: **A RESOLUTION RELATING TO THE 2024 CITY MISSING SIDEWALK PROJECT; ORDERING IN CERTAIN LOCAL IMPROVEMENTS AND DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO FINANCE THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT REGULATIONS UNDER THE INTERNAL REVENUE CODE** (the "Resolution") was duly adopted by the City Council of the City at a meeting on **March 11, 2024**; that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this _____ day of _____, 2024.

_____
Denise Bohlman
City Clerk

RESOLUTION NO. 24 - _____

A RESOLUTION RELATING TO THE 2024 CITY MISSING SIDEWALK PROJECT; ORDERING IN CERTAIN LOCAL IMPROVEMENTS AND DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO FINANCE THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT REGULATIONS UNDER THE INTERNAL REVENUE CODE.

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

Section 1. Authorization. Certain curbs, gutters, sidewalks, drive approaches, alley approaches and/or appurtenant features or a combination thereof in certain locations in the City have deteriorated, settled and cracked, or none exist, and the safety and convenience of the public require installation, construction, reconstruction, repair and/or replacement thereof. Pursuant to M.C.A. 7-14-4109, the Council is authorized to order the installation, construction, reconstruction and/or replacements of certain curbs, gutters, sidewalks, drive approaches and/or appurtenant features or a combination thereof (the "Improvements") in certain locations in the City and without creation of a special improvement district.

Section 2. Ordering of Improvements. It is hereby ordered that the Improvements, consisting of the construction and installation of curbs, gutters, sidewalks, drive approaches and appurtenant features as described on Exhibit A hereto, be installed, constructed, reconstructed, repaired and/or replaced.

Section 3. Estimated Costs of the Improvements. The City estimates that the costs of the Improvements are $164,000.00. Costs of the Improvements include costs of the design, engineering, construction and installation of the Improvements, costs of funding a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"), costs associated with the sale of the Bonds (as hereinafter defined), and all other incidental costs as described below:

Construction Costs	$126,095.25
City Engineering (Project Management)	13,224.75
Finance	1,200.00
Revolving Fund	8,200.00
Bond Discount	3,280.00
Issuance Costs	12,000.00
Total Assessed Costs	$164,000.00

Section 4. Property to be Assessed. The properties which are adjacent to the Improvements will be assessed for costs of the Improvements as shown on Exhibit B hereto. The cost to be assessed against each property will vary depending upon the actual construction that is required adjacent to each such property.

Section 5. Property Owner Option to Construct Improvements. Notice of passage of this Resolution shall be mailed to all affected property owners. Each such owner will have thirty (30) days from the date of said notice in which to install the Improvements with respect to its property at its own expense. In the event that any owner does not install the Improvements with respect to its property, the City will install such Improvements and will assess the costs of the Improvements against such property.

Section 6. Payment for Improvements. Costs of the Improvements (unless paid directly by the affected property owner) are to be paid from the proceeds of Sidewalk, Curb, and Gutter Improvement Bonds (the "Bonds") in an aggregate principal amount not to exceed $164,000.00.

Section 7. Bond Financing; Pledge of Revolving Fund; Findings and Determinations. The Bonds will be repaid from the assessments for costs of the Improvements, together with interest thereon calculated pursuant to M.C.A. 7-12-4189, to be levied against the properties to be assessed for the Improvements. Assessments for the costs of the Improvements, together with interest thereon, shall be payable over a term not exceeding 12 years, each in equal semiannual installments as this Council shall prescribe in the resolution authorizing the issuance of the Bonds. Principal of and interest on the Bonds will be paid from such assessments.

After the Bonds are issued, all property owners to be levied for the Improvements shall have the right to prepay assessments as provided by law.

This Council further finds that it is in the public interest, and in the best interest of the City and the properties to be assessed for the Improvements, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the City to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect of the Bonds.

In determining to authorize the issuance of the Bonds and the pledge of the Revolving Fund therefor, this Council has taken into consideration the following factors:

(a) Estimated Market Value of Parcels. The estimated market value of the properties to be assessed for the Improvements as of the date of adoption of this resolution, as estimated by the County Assessor, ranges from $286,100 to $601,900 and is set forth in Exhibit B. The estimated average market value of the properties to be assessed for the Improvements is $386,356 and the median market value of the properties to be assessed for the Improvements is $373,750. The special assessments to be levied against each property listed on Exhibit B hereto are less than the increase

in estimated value of the properties as a result of the construction of the Improvements.

(b) Diversity of Property Ownership. There are a total of 18 properties to be assessed for the Improvements and all of such properties are owned by separate owners.

(c) Comparison of Special Assessments, Property Taxes and Market Value. Based on an analysis of the aggregate amount of the proposed assessments, any outstanding assessments (whether or not delinquent), and any delinquent property taxes (as well as any known industrial development bonds theretofore issued and secured by a mortgage against a property to be assessed for the Improvements) against each property to be assessed for the Improvements in comparison to the estimated market value of such property after the Improvements, the City concludes that, overall, the estimated market value of the properties to be assessed for the Improvements exceeds the sum of the proposed assessments, outstanding assessments and delinquent property taxes, and is set forth in Exhibit B hereto.

(d) Delinquencies. An analysis of the amount of delinquencies in the payment of outstanding assessments or property taxes levied against the properties to be assessed for the Improvements is set forth in Exhibit B hereto, which analysis shows that of 18 properties, 0 properties were delinquent.

(e) Public Benefit of the Improvements. The Improvements are required for the safety and convenience of the public. Pursuant to the City's Subdivision and Site Development Ordinances, and under City Council policies, the cost of installation of new sidewalk, curb, gutter, and drive approaches is to be borne by the adjacent property owners.

8.1 Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

8.2 Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under

the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

8.3 Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of $164,000.00 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

8.4 Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

8.5 Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidence by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 11th of March, 2024.

_____
Mayor

Attest:

_____
City Clerk

Exhibit A

2024 Missing Sidewalk

Tax Code	Address	Work to be performed
A09235	2301 BRENTWOOD LN	184' sidewalk, 54' curb & gutter, 1 approach, 1 telespar sign, 2 ADA
A10201	2445 LYMAN AVE	167' sidewalk, 41' curb & gutter, 1 telespar sign, 1 ADA
A12896	2219 LYMAN AVE	150' sidewalk, 24' curb & gutter, 1 valley gutter, 1 approach, 2 bush removals, 2 ADA
A12909	2205 LYMAN AVE	119' sidewalk, 25' curb & gutter, 1 ADA
A13992	2615 LYMAN AVE	143' sidewalk, 60' curb and gutter, 1 approach, 1 telespar sighn, 2 ADA
A20924	1350 EASY ST	105' sidewalk, 37' curb & gutter, 1 ADA
A20934	1361 EASY ST	100' sidewalk, 18' curb & gutter, 1 ADA
A20936	1385 HARDROCK LN	65' sidewalk, 18' curb & gutter, 1 ADA
A20988	1291 CLAIM JUMPER LN	102' sidewalk, 1 approach, 22' curb & gutter,
A20989	1281 CLAIM JUMPER LN	72' sidewalk,
A20990	1273 CLAIM JUMPER LN	57' sidewalk
A20991	1265 CLAIM JUMPER LN	64' sidewalk, 1 tree removal
A20992	1257 CLAIM JUMPER LN	83' sidewalk,
A20993	1249 CLAIM JUMPER LN	64' sidewalk, relocate planter next to driveway
A20994	1241 CLAIM JUMPER LN	71' sidewalk
A20995	1231 CLAIM JUMPER LN	44' sidewalk
A20996	1221 CLAIM JUMPER LN	120' sidewalk, 20' curb & gutter, 1 ADA
A21063	1211 CLAIM JUMPER LN	120' sidewalk, 37' curb & gutter, 1 ADA

Exhibit B

2024 Missing Sidewalk

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	Assessment (C)	A + B + C	Market Value
A09235				$5,644.62	$5,644.62	$361,400.00
A10201				$14,475.72	$14,475.72	$361,500.00
A12896				$13,168.62	$13,168.62	$431,600.00
A12909				$10,632.44	$10,632.44	$394,100.00
A13992				$13,476.21	$13,476.21	$286,100.00
A20924				$10,412.96	$10,412.96	$382,100.00
A20934				$9,917.11	$9,917.11	$601,900.00
A20936				$6,446.12	$6,446.12	$364,800.00
A20988				$14,869.16	$14,869.16	$411,600.00
A20989				$6,644.46	$6,644.46	$287,400.00
A20990				$5,156.89	$5,156.89	$355,200.00
A20991				$6,346.95	$6,346.95	$342,300.00
A20992				$8,231.20	$8,231.20	$355,500.00
A20993				$6,346.95	$6,346.95	$365,400.00
A20994				$7,041.14	$7,041.14	$443,500.00
A20995				$4,363.53	$4,363.53	$415,900.00
A20996				$10,412.96	$10,412.96	$399,800.00
A21063				$10,412.96	$10,412.96	$394,300.00

Average		$9,111.00	$9,111.00	$386,356.00
Median		$9,074.00	$9,074.00	$373,750.00
Low		$4,363.53	$4,363.53	$286,100.00
High		$14,869.00	$14,869.00	$601,900.00

RESOLUTION 18-10719

A RESOLUTION REPEALING 99-17447 AND 04-18137 AND ADOPTING THE CITY OF BILLINGS POLICY FOR CONSTRUCTION AND REPAIR OF CURB, GUTTER AND SIDEWALKS

WHEREAS, the City of Billings desires to construct and maintain a safe and efficient street network, including the installation and maintenance of curb, gutter, and sidewalk, and

WHEREAS, the safety of pedestrians is a concern properly addressed by the City of Billings, and

WHEREAS, streets within the City of Billings not previously constructed to a full maintainable standard, including the installation of curb, gutter, and sidewalk should be upgraded on an ongoing basis, and

WHEREAS, curb, gutter, and sidewalk improvements, once installed, need to be subject to a regular maintenance program;

WHEREAS, for the purpose of this resolution, residential properties are defined as lots or parcels with single family or duplex dwelling units on it. Non-residential properties are defined as lots or parcels with commercial buildings on it and lots or parcels with 3 or more residential dwelling units on it.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Installation of New or Missing Curb, Gutter, and Sidewalk Improvements in Established Neighborhoods

For this program, curb, gutter, and sidewalk, together with or without corresponding street improvements are completed within those areas of the city where the work has not previously been addressed.

1. The City Engineer's office shall periodically recommend infill improvements to the City Council based on one or more of the following:

    a. Citizen request.
    b. Staff recommendations.
    c. Coordination with other projects.
    d. Along school walking routes.
    e. Other public interest.

2. Improvements are to be assessed to fronting property owners.

3. For residential corner lots, improvements along the addressed side of the lot and private property specific improvements (i.e. drive approaches) along the non-addressed side serving the property will be assessed to the property owner. All other improvements along the non-addressed side of the lot will be paid by the City.

4. For non-residential corner lots, improvements along both sides will be assessed to the property owner.

Repair and Maintenance of Existing Curb, Gutter and Sidewalk Improvements

These projects provide for the ongoing maintenance of curb, gutter and sidewalk previously constructed. The general policy for repair and maintenance programs is as follows:

1. The City Engineer's office shall periodically recommend repair and maintenance programs based upon:

    a. Complaints.
    b. Staff recommendations.
    c. Property owner requests.

2. The City Engineer's office has developed a policy statement for defective sidewalk, curb, and gutter and driveways which shall be used as a baseline for the inventory of work recommended for repair, followed by discussions with individual property owners.

3. The following construction costs are assessed to the fronting property owners as follows:

    a. Sidewalk repair or replacement.
    b. Landscaping necessary for sidewalk repair or replacement.
    c. Tree removal necessary to repair sidewalk.
    d. Drive approaches and driveway repair or replacement.
    e. Adjacent asphalt to assessed improvements

4. Curb and gutter repair or replacement, storm drain improvements, and adjacent asphalt will be paid for by the City of Billings.

5. For residential corner lots, improvements along the addressed side of the lot and drive approaches along the non-addressed side serving the property will be assessed to the property owner. All other improvements along the non-addressed side of the lot will be paid by the City.

6. For non-residential corner lots, improvements along both sides will be assessed to the property owner.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 14th day of May 2018.

CITY OF BILLINGS

By: William A. Cole
William A. Cole, Mayor

ATTEST:

By: Toni Keehner
Toni Keehner, Deputy City Clerk

Missing Sidewalk Map

Lyman Avenue

Poly Drive Elementary School



★ ADA Ramps only

Claim Jumper Lane



City Council Regular

Date:	03/11/2024
Title:	Zone Change 1042 - 655 W Wicks Lane - N3 to P2 - 2nd Reading of Ordinance
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-24-00001

RECOMMENDATION

The Zoning Commission recommended approval and adoption of the findings of the 10 review criteria for Zone Change 1042. The City Council held a public hearing on first reading on February 26, 2024, and approved the zone change. A second reading of the ordinance at this meeting is required to approve the zone change.

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.

City Council Public Hearing February 26, 2024

The City Council held a public hearing and received the recommendation of the City Zoning Commission and testimony from the applicant's agent, Taylor Kasperick of Performance Engineering. There was no other testimony. The Mayor closed the public hearing having received no other testimony. Council member Kennedy made a motion to approve Zone Change 1042 and adopt the findings of the criteria as recommended by the Zoning Commission. The motion was seconded by Council member Neese and the motion was approved on a 11 to 0 vote.

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 and approved by the Council on first reading; 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.

Attachments

ZC 1042 Ordinance

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 2nd 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 2nd 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 2nd 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 26th day of February 2024.

PASSED, ADOPTED and APPROVED on second reading this 11th 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

City Council Regular

Date:	03/11/2024
Title:	Payment of Claims for week of February 5th, 2024
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $3,424,578.26 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.

Attachments

CouncilMemo wk of 02052024

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	868271	4 Seasons Electric	Library	$ 19,253.12	378 Parking lot lights repair
02/05/2024	868275	American Water Works	Wastewater	$ 750.11	Membership Renewals/Dues
02/05/2024	868275	American Water Works	Wastewater	$ 375.06	Membership Renewals/Dues
02/05/2024	868275	American Water Works	Water	$ 5,250.78	Membership Renewals/Dues
02/05/2024	868275	American Water Works	Water	$ 375.05	Membership Renewals/Dues
02/05/2024	868277	Anderson Service	Water	$ 6,497.50	Purchase & Install 5 Ton double girder bridge crane
02/05/2024	868279	Ascentis	General	$ 35,420.00	Nova Time Software Maintenance
02/05/2024	868280	Askin Construction	Gas Tax	$ 30,865.73	WO 22-07 Mullowney Lane Improvements
02/05/2024	868280	Askin Construction	SID Const	$ 26,606.25	SID 1419 Charles Street Improvements
02/05/2024	868280	Askin Construction	St Maint Dist	$ 1,485.00	SID 1419 Charles Street Improvements
02/05/2024	868283	Avery Dennison	Street/Traffic	$ 394.92	inv#61794713ink cartridges for sign machine
02/05/2024	868283	Avery Dennison	Street/Traffic	$ 2,282.50	inv#61794794sheeting for sign machine
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023012
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023015
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023036
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023037
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023040
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023043
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023044
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023082
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023096
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023107
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023110
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023111
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023116
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023125
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023128
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023132
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023135
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	2023136
02/05/2024	868287	Billings Clinic	Public Safety	$ 176.00	553584766, legal blood draw
02/05/2024	868287	Billings Clinic	Public Safety	$ 176.00	554475999, legal blood draw
02/05/2024	868287	Billings Clinic	Public Safety	$ 176.00	555255699, legal blood draw

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	868287	Billings Clinic	Public Safety	$ 176.00	555359337, legal blood draw 23-48834
02/05/2024	868287	Billings Clinic	Public Safety	$ 176.00	555360000, legal blood draw
02/05/2024	868287	Billings Clinic	Public Safety	$ 176.00	555911310, legal blood draw
02/05/2024	868287	Billings Clinic	Public Safety	$ 600.00	SANE 2023114
02/05/2024	868288	Billings Overhead Door	Facilities	$ 3,190.00	Liftmaster T-101L5 Industrial Duty Trolley Operators
02/05/2024	ACH	Burns & McDonnell	Water	$ 52,005.82	Retainage Release # 4
02/05/2024	868291	Cardinal Tracking	Parking	$ 1,350.00	TICEKTRAK MOBILE SOFTWARE/SUPPORT RENEWAL
02/05/2024	868291	Cardinal Tracking	Parking	$ 748.75	TICKETRAK RENEWAL - MT MERLIN DMV
02/05/2024	868291	Cardinal Tracking	Parking	$ 457.88	TICKETRAK RENEWAL - ONLINE TICKET PAY
02/05/2024	868291	Cardinal Tracking	Parking	$ 1,400.00	TICKETRAK RENEWAL - PAY BY PHONE
02/05/2024	868291	Cardinal Tracking	Parking	$ 5,250.00	TICKETRAK RENEWAL - TT MOBILE ALPR YEARLY
02/05/2024	868291	Cardinal Tracking	Parking	$ 366.21	TICKETRAK MODULE RENEWAL ONLINE APPEAL
02/05/2024	868291	Cardinal Tracking	Parking	$ 4,288.90	TICKETRAK STANDARD LICENSE AND RENEWAL
02/05/2024	868291	Cardinal Tracking	Parking	$ 653.40	TICKETRAK USER LICENSES SUPPORT RENEWAL
02/05/2024	868291	Cardinal Tracking	Parking	$ 3,900.00	WEB150-WEB HOSTING YEARLY RENEWAL
02/05/2024	868300	Communication Resources	Public Safety	$ 26,708.72	App #1 Fire Stations 1-8 Access Control
02/05/2024	868299	Communication Resources	Public Safety	$ 37,179.25	Pay App #2 Fire Station 1-8 Access Control
02/05/2024	868302	Community Solutions	Court Grants	$ 2,735.00	24 Jan. CSI EtG
02/05/2024	868302	Community Solutions	Court Grants	$ 3,234.00	24 Jan. CSI Etg
02/05/2024	868304	Cop Construction	Water	$ 48,885.70	WO 23-01 Southgate Dr 2023 Water Main Replace
02/05/2024	868310	CXT Incorporated	CDBG	$ 1,300.00	increase po for touchless water bottle filling station
02/05/2024	868310	CXT Incorporated	CDBG	$ 104,055.00	pre-manufactured restroom-North Park
02/05/2024	868311	Dakota Supply Group	Water	$ 207.40	1" CTS X 3/4" MIP (COMPRESSION X MALE IRON PIPE)
02/05/2024	868311	Dakota Supply Group	Water	$ 3,973.67	1" CURB VALVE - COMPRESSION
02/05/2024	868311	Dakota Supply Group	Water	$ 65.70	3/4" BRASS COUPLING CTS X FIP NL - 74754Q34
02/05/2024	868311	Dakota Supply Group	Water	$ (483.72)	REPAIR CLAMP SLEEVE RETURNED UNDER WARRANTY
02/05/2024	868311	Dakota Supply Group	Water	$ 1,323.22	6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH
02/05/2024	868311	Dakota Supply Group	Water	$ 640.77	8" X 15" CI-FC REPAIR CLAMP - F1-939 X 15-SH
02/05/2024	868311	Dakota Supply Group	Water	$ 66.46	CLOUD WHITE MARKING PAINT
02/05/2024	868311	Dakota Supply Group	Water	$ 131.46	HYDRANT ADJUSTABLE WRENCH - (377-5960)
02/05/2024	868311	Dakota Supply Group	Water	$ 1,672.00	TYLER 5-1/4" HD 12# DROP LID - WATER
02/05/2024	868313	Desert Mountain	Street/Traffic	$ 9,916.29	inv#23-112941/23-113411ice slicer
02/05/2024	868314	Dick Anderson	Water	$ 151,679.24	WO 19-12 West End Reservoir Services Contract

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	868314	Dick Anderson	Water	$ 31,229.83	WO 19-42 West End WTP Project Service Contract
02/05/2024	868317	Dynamic Analysis Engineering	General	$ 4,695.00	802 Yellowstone Eng Services 12/7/24_1/24/24
01/31/2024	345789	EBMS Import	City Ins Fund	$ 2,635.95	EBMS INSURANCE PAYMENTS
01/31/2024	345810	EBMS Import	City Ins Fund	$ 35,851.83	EBMS INSURANCE PAYMENTS
01/31/2024	345855	EBMS Import	City Ins Fund	$ 11,419.84	EBMS INSURANCE PAYMENTS
01/31/2024	345868	EBMS Import	City Ins Fund	$ 4,562.00	EBMS INSURANCE PAYMENTS
01/31/2024	345882	EBMS Import	City Ins Fund	$ 2,677.50	EBMS INSURANCE PAYMENTS
01/31/2024	345884	EBMS Import	City Ins Fund	$ 2,829.50	EBMS INSURANCE PAYMENTS
01/31/2024	345896	EBMS Import	City Ins Fund	$ 2,985.00	EBMS INSURANCE PAYMENTS
01/31/2024	345904	EBMS Import	City Ins Fund	$ 3,299.44	EBMS INSURANCE PAYMENTS
01/31/2024	345910	EBMS Import	City Ins Fund	$ 21,946.49	EBMS INSURANCE PAYMENTS
01/31/2024	345913	EBMS Import	City Ins Fund	$ 3,003.00	EBMS INSURANCE PAYMENTS
02/05/2024	868321	Empire Heating & Cooling	Public Safety	$ 62,177.21	Inv. 23-148.02 Provide and install roof top HVAC unit.
02/05/2024	868323	Environmental Resource	Wastewater	$ 2,192.92	WRF Lab, Proficiency testing
02/05/2024	868323	Environmental Resource	Water	$ 363.22	WTP Lab
02/05/2024	868323	Environmental Resource	Water	$ 3,833.29	WTP Lab Audit Samples
02/05/2024	868326	Ferguson Enterprises	Water	$ 316.93	LOWER STEM FOR - MUELLER CENTURION #184077
02/05/2024	868326	Ferguson Enterprises	Water	$ 565.50	METALLIC GASKETS 5-1/4" IMPROVED HYDRANT
02/05/2024	868326	Ferguson Enterprises	Water	$ 1,950.60	UPPER STEM FOR IMPROVED - MUELLER #H103
02/05/2024	868328	Fischer Commercial Flooring	Library	$ 4,780.19	Walk off carpet for north and south automatic doors
02/05/2024	868330	Fremont Motor Cody	Capital Replace	$ 48,319.00	1 ton regular cab 4x4 to replace 1630 at the cemetery
02/05/2024	868330	Fremont Motor Cody	Park Dist 1	$ 1,179.00	1 ton regular cab 4x4 to replace 1630 at the cemetery
02/05/2024	868333	Gated Solutions	Airport	$ 2,502.00	Invoice #1887. Security Gate Parts
02/05/2024	ACH	HDR	Gas Tax	$ 5,020.53	WO 22-07 Mullowney Lane, Consultant Agreement
02/05/2024	ACH	HDR	Sidewalk Const	$ 4,110.63	WO 22-07 Mullowney Lane, Consultant Agreement
02/05/2024	ACH	HDR	St Maint Dist	$ 1,573.60	WO 22-07 Mullowney Lane, Consultant Agreement
02/05/2024	868341	Hi-Country Dock & Door	Public Safety	$ 2,910.00	Fire Station #7 replaced spring on garage door.
02/05/2024	868341	Hi-Country Dock & Door	Public Safety	$ 588.00	Fire Station #3 - hinges/continuous hinge
02/05/2024	868342	Hose & Rubber	Fleet	$ 305.73	1878847
02/05/2024	868342	Hose & Rubber	Fleet	$ 867.12	1879074
02/05/2024	868342	Hose & Rubber	Fleet	$ 220.56	1879159
02/05/2024	868342	Hose & Rubber	Fleet	$ 152.76	1880032
02/05/2024	868342	Hose & Rubber	Fleet	$ 24.95	1880105

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	868342	Hose & Rubber	Fleet	$ 105.35	1880375
02/05/2024	868342	Hose & Rubber	Solid Waste	$ 274.06	Gates hydraulic hose for landfill unit 0276.
02/05/2024	868342	Hose & Rubber	Wastewater	$ 769.44	Vactor Connection
02/05/2024	868348	Institutions Services	Airport	$ 8,156.50	New Barstools for Terminal Remodel (Great Room)
02/05/2024	868344	I-State Truck	Fleet	$ 63.16	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 1,959.99	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 0.82	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 86.04	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 37.40	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 105.27	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 131.03	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 115.00	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 783.76	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 12.94	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 149.50	C251368568.01
02/05/2024	868344	I-State Truck	Fleet	$ 477.53	C251368817.01
02/05/2024	868344	I-State Truck	Fleet	$ 61.99	C251368923.01
02/05/2024	868344	I-State Truck	Fleet	$ 39.89	C251368986.01
02/05/2024	868344	I-State Truck	Fleet	$ (149.50)	C251368997.01
02/05/2024	868344	I-State Truck	Fleet	$ (115.00)	C251368997.01
02/05/2024	868344	I-State Truck	Fleet	$ 59.15	C251369057.01
02/05/2024	868344	I-State Truck	Fleet	$ 45.10	C251369064.01
02/05/2024	868344	I-State Truck	Fleet	$ 163.89	C251369066.01
02/05/2024	868344	I-State Truck	Fleet	$ 771.96	C251369341.01
02/05/2024	868344	I-State Truck	Fleet	$ 375.38	C251369352.01
02/05/2024	868344	I-State Truck	Fleet	$ 75.15	C251369418.01
02/05/2024	868344	I-State Truck	Fleet	$ 54.99	C251369454.01
02/05/2024	868344	I-State Truck	Fleet	$ (33.86)	C251369688.01
02/05/2024	868344	I-State Truck	Fleet	$ (141.39)	C251369688.01
02/05/2024	868344	I-State Truck	Fleet	$ (114.36)	C251369689.01
02/05/2024	868344	I-State Truck	Fleet	$ 446.00	C251369792:01
02/05/2024	868344	I-State Truck	Fleet	$ 216.36	C251370199:01
02/05/2024	868351	JBT Aero Tech, Jetway Systems	Airport	$ 674,034.53	Eight Passenger Boarding Bridges - Local Share

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	868354	L N Curtis & Sons	Public Safety	$ 3,592.00	1044 CAIRNS HELMET - RED
02/05/2024	868354	L N Curtis & Sons	Public Safety	$ 623.50	150A420-11M STRUCTURE BOOTS
02/05/2024	868354	L N Curtis & Sons	Public Safety	$ 28.49	SHIPPING - BOOTS
02/05/2024	868354	L N Curtis & Sons	Public Safety	$ 120.92	SHIPPING =- RED HELMET
02/05/2024	868359	Mailing Technical Services	Central Services	$ 5,978.23	Postage for January, 2024
02/05/2024	868359	Mailing Technical Services	General	$ 1,470.14	Postage for January, 2024
02/05/2024	868359	Mailing Technical Services	Parking	$ 198.06	Postage for January, 2024
02/05/2024	868358	M-B Companies	Airport	$ 206.34	Invoice #278536. Hood Latch A-14 & A-15
02/05/2024	868358	M-B Companies	Airport	$ 5,720.06	Invoice #278943. Cutting Edges for Snow Plows
02/05/2024	868367	MT Dakota Utilities CNG	Fleet	$ 4,525.60	1232024
02/05/2024	868367	MT Dakota Utilities CNG	Fleet	$ 6.40	1232024
02/05/2024	868368	MT Dakota Utilities Co	Engineering	$ 426.47	595 373 1000 1
02/05/2024	868368	MT Dakota Utilities Co	Facilities	$ 1,737.13	130 733 1000 8
02/05/2024	868368	MT Dakota Utilities Co	Facilities	$ 7,987.48	375 963 4481 4
02/05/2024	868368	MT Dakota Utilities Co	Facilities	$ 5,117.92	757 633 1000 2
02/05/2024	868368	MT Dakota Utilities Co	Facilities	$ 3,941.99	929 780 1000 4
02/05/2024	868368	MT Dakota Utilities Co	Facilities	$ 7,483.75	989 733 1000 0
02/05/2024	868368	MT Dakota Utilities Co	Facilities	$ 1,543.07	993 733 1000 4
02/05/2024	868368	MT Dakota Utilities Co	General	$ 75.70	061 943 1000 6
02/05/2024	868368	MT Dakota Utilities Co	General	$ 646.65	437 780 1000 9
02/05/2024	868368	MT Dakota Utilities Co	General	$ 607.03	571 295 3342 8
02/05/2024	868368	MT Dakota Utilities Co	General	$ 184.85	927 890 1000 3
02/05/2024	868368	MT Dakota Utilities Co	Library	$ 6,857.25	219 924 4851 0
02/05/2024	868368	MT Dakota Utilities Co	Park Dist 1	$ 140.01	371 101 1000 6
02/05/2024	868368	MT Dakota Utilities Co	Parking	$ 174.00	303 725 2591 2
02/05/2024	868368	MT Dakota Utilities Co	Parking	$ 26.02	717 353 1000 6
02/05/2024	868368	MT Dakota Utilities Co	Parking	$ 140.85	799 152 1209 0
02/05/2024	868368	MT Dakota Utilities Co	Public Safety	$ 53.44	062 907 9494 7
02/05/2024	868368	MT Dakota Utilities Co	Public Safety	$ 1,813.87	169 233 1000 3
02/05/2024	868368	MT Dakota Utilities Co	Public Safety	$ 695.04	442 190 1000 4
02/05/2024	868368	MT Dakota Utilities Co	Public Safety	$ 96.20	514 117 0478 9
02/05/2024	868368	MT Dakota Utilities Co	Public Safety	$ 882.45	533 653 1000 1
02/05/2024	868368	MT Dakota Utilities Co	Public Safety	$ 77.13	602 589 7178 1

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	868368	MT Dakota Utilities Co	Public Safety	$ 1,335.93	885 880 1000 4
02/05/2024	868368	MT Dakota Utilities Co	Public Safety	$ 83.57	911 CENTER - STANDBY GENERATOR
02/05/2024	868368	MT Dakota Utilities Co	Solid Waste	$ 1,337.68	284 225 1320 1
02/05/2024	868368	MT Dakota Utilities Co	Solid Waste	$ 109.08	602 680 9335 2
02/05/2024	868368	MT Dakota Utilities Co	Solid Waste	$ 1,664.14	770 390 1000 2
02/05/2024	868368	MT Dakota Utilities Co	Transit	$ 2,477.44	962 880 1000 0
02/05/2024	868368	MT Dakota Utilities Co	Wastewater	$ 11,758.90	293 780 1000 2
02/05/2024	868368	MT Dakota Utilities Co	Wastewater	$ 5,879.46	293 780 1000 2
02/05/2024	868368	MT Dakota Utilities Co	Wastewater	$ 5,879.46	293 780 1000 2
02/05/2024	868368	MT Dakota Utilities Co	Wastewater	$ 335.52	310 490 1000 7
02/05/2024	868368	MT Dakota Utilities Co	Wastewater	$ 427.51	410 490 1000 6
02/05/2024	868368	MT Dakota Utilities Co	Wastewater	$ 79.03	735 453 1000 2
02/05/2024	868368	MT Dakota Utilities Co	Wastewater	$ 158.86	868 563 1000 7
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 354.61	010 490 1000 0
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 79.63	076 225 9180 3
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 86.82	110 490 1000 9
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 329.63	209 077 5055 6
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 558.35	210 490 1000 8
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 1,006.56	310 490 1000 7
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 1,282.54	410 490 1000 6
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 5,177.78	500 490 1000 7
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 121.43	510 490 1000 5
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 154.72	527 033 1000 4
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 234.17	566 923 1000 8
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 65.83	600 490 1000 6
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 65.84	600 490 1000 6
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 281.58	610 490 1000 4
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 150.24	666 923 1000 7
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 695.47	700 490 1000 5
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 361.73	800 490 1000 4
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 154.72	832 001 1000 1
02/05/2024	868368	MT Dakota Utilities Co	Water	$ 1,124.74	900 490 1000 3
02/05/2024	868369	MLEA	Public Safety	$ 3,000.00	21916, MLEA basic

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	868371	Montana Rail Link	Street/Traffic	$ 3,327.85	Crossing Signal Maint @ 27th,28th & 29th
02/05/2024	868373	Morrison Maierle	Airport	$ 13,508.98	AIP-73 Terminal Expansion - Eligible for Reimb
02/05/2024	868373	Morrison Maierle	Airport	$ 1,501.00	AIP-73 Terminal Expansion - Ineligible for Reimb
02/05/2024	868373	Morrison Maierle	Airport	$ 1,269.82	AIP-76 Terminal Expansion - eligible for local
02/05/2024	868373	Morrison Maierle	Airport	$ 20,010.62	Amendment #13 Terminal Expansion Project Federal
02/05/2024	868373	Morrison Maierle	Airport	$ 1,880.97	Amendment #13 Terminal Expansion Project Ineligible
02/05/2024	868373	Morrison Maierle	Airport	$ 2,223.40	Amendment #13 Terminal Expansion Project Local
02/05/2024	868373	Morrison Maierle	Airport	$ 624.75	Amendment 11-On Call Services
02/05/2024	868373	Morrison Maierle	Wastewater	$ 40,774.69	WO 24-01 2024 Sewer Service Agreement
02/05/2024	868373	Morrison Maierle	Water	$ 19,958.24	WO 24-01 Cedar Park Water Main
02/05/2024	868381	Norco	Fleet	$ 4,800.00	40549682787
02/05/2024	868381	Norco	Public Safety	$ 139.50	39568801 CYLINDER RENTAL INVOICE
02/05/2024	868381	Norco	Public Safety	$ 144.66	39689569 MEDICAL OXYGEN 01/17/2024
02/05/2024	868381	Norco	Street/Traffic	$ 97.96	inv#39722883wire for welder
02/05/2024	868383	Northern Industrial Hygiene	CDBG	$ 3,150.00	LBP & Asbestos Testing / 1709 Saint Johns Ave
02/05/2024	868384	NorthWestern Energy	Airport	$ 37,668.70	0100482-9. Vault Main Account. Jan 2024 Utilities
02/05/2024	868384	NorthWestern Energy	Engineering	$ 57.15	Depot lot
02/05/2024	868384	NorthWestern Energy	Facilities	$ 7,536.61	0100507-3
02/05/2024	868384	NorthWestern Energy	Facilities	$ 11,829.93	3927205-9
02/05/2024	868384	NorthWestern Energy	General	$ 202.15	0712683-2
02/05/2024	868384	NorthWestern Energy	Library	$ 7,229.80	3039007-4 Library electricity January 2024
02/05/2024	868384	NorthWestern Energy	Park Dist 1	$ 174.64	0723037-8
02/05/2024	868384	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
02/05/2024	868384	NorthWestern Energy	Parking	$ 1,123.71	0720829-1
02/05/2024	868384	NorthWestern Energy	Parking	$ 2,174.50	1569636-2
02/05/2024	868384	NorthWestern Energy	Parking	$ 941.73	3279035-4
02/05/2024	868384	NorthWestern Energy	Parking	$ 274.93	3463478-2
02/05/2024	868384	NorthWestern Energy	Parks Maint	$ 182.16	1059093-3
02/05/2024	868384	NorthWestern Energy	Public Safety	$ 2,348.47	0100476-1 FIRE 1 & 6 ELECTRIC SERVICE, FY2024
02/05/2024	868384	NorthWestern Energy	Public Safety	$ 634.96	0712537-0
02/05/2024	868384	NorthWestern Energy	Public Safety	$ 417.20	0720840-8
02/05/2024	868384	NorthWestern Energy	Public Safety	$ 341.74	1984150-1
02/05/2024	868384	NorthWestern Energy	Public Safety	$ 327.42	1984155-0

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	868384	NorthWestern Energy	Public Safety	$ 2,087.38	Electric Services - Station 1
02/05/2024	868384	NorthWestern Energy	Transit	$ 6.00	0712764-0
02/05/2024	868384	NorthWestern Energy	Wastewater	$ 1,496.91	2132749-9
02/05/2024	868384	NorthWestern Energy	Water	$ 1,683.08	0722252-4
02/05/2024	868384	NorthWestern Energy	Water	$ 818.57	0723043-6
02/05/2024	868384	NorthWestern Energy	Water	$ 424.44	805 Constitution...Jan 2024
02/05/2024	868387	Pigeon Mountain	Public Safety	$ 4,131.14	RESCUE EQUIPMENT
02/05/2024	ACH	Rexel USA	Wastewater	$ 65.24	electrical materials for installing wir
02/05/2024	ACH	Rexel USA	Wastewater	$ 225.88	electrical materials for installing temp
02/05/2024	ACH	Rexel USA	Wastewater	$ 27.07	hardware for electrical installations
02/05/2024	ACH	Rexel USA	Wastewater	$ 133.86	Labels for label maker
02/05/2024	ACH	Rexel USA	Wastewater	$ 4.36	materials for electrical installations
02/05/2024	ACH	Rexel USA	Wastewater	$ 63.14	materials for wire mold installation in
02/05/2024	ACH	Rexel USA	Wastewater	$ 18.40	materials to rework Primary Clarifier co
02/05/2024	ACH	Rexel USA	Wastewater	$ 531.58	scada horn/strobe installation supplies
02/05/2024	ACH	Rexel USA	Wastewater	$ 1,139.40	strobes for centrifuge H2S monitoring in
02/05/2024	ACH	Rexel USA	Wastewater	$ 326.04	wire for stock/wire mold installation in
02/05/2024	ACH	Rexel USA	Wastewater	$ 133.00	wire loom for Primary digestor control w
02/05/2024	ACH	Rexel USA	Wastewater	$ 18.60	wiremold installation supplies for Shaun
02/05/2024	ACH	Rexel USA	Water	$ 4.37	Low Service 2 Crane installation parts
02/05/2024	868395	Riverstone Health	General	$ 11,430.00	Health Fees 1st Half of FY2024 - July to Dec, 2023
02/05/2024	868397	Rosemount	Water	$ 2,799.76	Walters flow meter to Heights
02/05/2024	868398	Safetech	CDBG	$ 3,100.00	Asbestos Abatement / 1709 St. Johns Av
02/05/2024	868398	Safetech	Wastewater	$ 54,270.00	WO 24-15 WRF Chemical Room Repair
02/05/2024	868406	Sletten Construction	Airport	$ 442,430.58	AIP-77 Terminal Expansion (GMP) Federal Share
02/05/2024	868406	Sletten Construction	Airport	$ 41,587.84	AIP-77 Terminal Expansion (GMP) Inelig Local Share
02/05/2024	868406	Sletten Construction	Airport	$ 49,158.95	AIP-77 Terminal Expansion (GMP) - Local Share
02/05/2024	868406	Sletten Construction	Airport	$ 115,311.83	Retainage Release
02/05/2024	868407	Solid Waste Systems	Fleet	$ 14.63	164379
02/05/2024	868407	Solid Waste Systems	Fleet	$ 9,626.67	164379
02/05/2024	868407	Solid Waste Systems	Fleet	$ 440.97	164379
02/05/2024	868407	Solid Waste Systems	Fleet	$ 2,405.37	164519
02/05/2024	868407	Solid Waste Systems	Fleet	$ 1,971.93	164519

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	868407	Solid Waste Systems	Fleet	$ 680.00	164519
02/05/2024	868407	Solid Waste Systems	Fleet	$ 232.03	164519
02/05/2024	868407	Solid Waste Systems	Fleet	$ 687.63	164527
02/05/2024	868411	Staley Family Trust	Wastewater	$ 4,800.00	.178 Acre Right-of-Way Easement
02/05/2024	868411	Staley Family Trust	Wastewater	$ 19,500.00	.785 Acre Right-of-Way Easement
02/05/2024	868412	Star Service	Water	$ 45,300.00	Replace 2 Individual Air lines
02/05/2024	868412	Star Service	Water	$ 3,800.00	WO 23-20 HSPS Zone 1 Piping Modifications
02/05/2024	868415	Sunset Excavation	Water	$ 7,672.50	WO 23-43 Water Service Repairs
02/05/2024	868417	Swank Enterprises	Library	$ 53,391.00	WO 23-49 Billings Public Library North Door Repair
02/05/2024	868418	SWARCO McCain	Street/Traffic	$ 5,301.00	signal heads per attached quote
02/05/2024	868421	Tank Management Services	Public Safety	$ 5,905.00	COMPLIANCE INSPECTION: FIRE STATION 1, 2, 3, 5, 6
02/05/2024	868422	Target Acquired	General	$ 4,485.00	Parks&Rec Bond Campaign Data & Acquisition List
02/05/2024	868424	That Code Enforcement Guy	General	$ 3,190.00	Staff training 3/26-28/2024
02/05/2024	868425	The Knox	Public Safety	$ 2,749.00	QUOTE AT-KA-51484 KNOX CONNECT
02/05/2024	868427	TMG Services	Water	$ 3,634.38	M4, chem feed pump repair
02/05/2024	ACH	Town & Co Supply	Fleet	$ 7,279.03	442407
02/05/2024	ACH	Town & Co Supply	Fleet	$ 6,076.78	442407
02/05/2024	ACH	Town & Co Supply	Fleet	$ 2.42	442407
02/05/2024	ACH	Town & Co Supply	Fleet	$ 5,331.12	442408
02/05/2024	ACH	Town & Co Supply	Fleet	$ 4,345.81	442408
02/05/2024	ACH	Town & Co Supply	General	$ 632.85	unleaded gasoline for the cemetery - 442475
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 469.74	434739 UNLEADED FUEL DELIVERED ON 1/25/2024
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 939.48	43738 UNLEADED FUEL DELIVERED ON 1/25/2024
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 437.23	442101 FIRE 7 BLENDED DIESEL`
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 705.59	442102FIRE 5 - UNLEADED & BLENDED DIESEL
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 705.39	442103 FIRE 3 - BLENDED DIESEL
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 1,042.78	442104 FIRE 1 UNLEADED & BLENDED DIESEL
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 535.70	442125 FIRE 3
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 1,330.99	442126 FUEL
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 92.23	442154 FIRE 5 - UNLEADED
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 563.67	442155 FIRE 2 DIESEL
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 1,178.53	442156 UNLEADED & DIESEL
02/05/2024	ACH	Town & Co Supply	Public Safety	$ 422.76	442157 FIRE 6 DIESEL

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	Town & Co Supply	Transit	$ 4,803.60	441879. Unleaded Fuel
02/05/2024	ACH	Town & Co Supply	Transit	$ 3.20	441879. Unleaded Fuel
02/05/2024	ACH	Town & Co Supply	Transit	$ 5,585.98	441978. Diesel Dyed #1
02/05/2024	ACH	Town & Co Supply	Transit	$ 10,732.68	441978. Diesel Dyed #2
02/05/2024	ACH	Town & Co Supply	Water	$ 10,423.98	442409- Unleaded Gasoline
02/05/2024	ACH	Tractor & Equipment	Fleet	$ 263.26	BLCS0828047
02/05/2024	ACH	Tractor & Equipment	Fleet	$ 1,090.06	BLW00231590
02/05/2024	ACH	Tractor & Equipment	Solid Waste	$ (3,273.22)	Credit Memo for Invoice BLCS0828345
02/05/2024	ACH	Tractor & Equipment	Solid Waste	$ 303.60	Element AS-A. Landfill unit 0255.
02/05/2024	ACH	Tractor & Equipment	Solid Waste	$ 4,178.53	Pre-cleaner A for landfill unit 0262.
02/05/2024	868430	Tree Mechanics	CDBG	$ 5,472.00	Tree Removal Services / 1709 Saint Johns Ave
02/05/2024	868431	Tyler Tech	EOC 911	$ 4,900.00	2 API's -Motorolla and Imagetrend for Fire First Due
02/05/2024	868431	Tyler Tech	General	$ 9,527.95	Tax-Wise
02/05/2024	ACH	U.S. Bank	Airport	$ 9.35	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 212.76	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 35.99	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 29.04	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 850.80	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 532.20	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 105.00	A1 Jds Lock - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 114.45	Addco Office Systems Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 314.90	Alaska Air 0272355802286 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 372.30	Alaska Air 0272355802321 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 13.99	Albertsons #1227 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 159.37	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 420.86	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 741.54	Amazon Ret* 113-300172 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 381.42	American Locksets - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 73.62	Amzn Mktp Us*R885U4Zu1 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 70.28	Amzn Mktp Us*Rt4Q09Ne2 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 550.00	Amzn Mktp Us*Tk0Qc3Du1 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 8.99	Amzn Mktp Us*Tk0Qc3Du1 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 149.95	Amzn Mktp Us*Tk22P4Da2 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Airport	$ 31.09	Amzn Mktp Us*Tk5Ho9Er2 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 46.76	Applied Ind Tech 2422 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 379.20	Applied Ind Tech 2422 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 51.22	Applied Ind Tech 2422 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 80.19	Archie Cochrane Ford - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 561.25	Archie Cochrane Ford - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 31.96	Best Buy 00005926 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 351.90	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 10.00	Billings Chamber Of Comme - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 175.00	Billings Overhead Door In - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 2,928.38	Brenntag Pacific In - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 355.44	Buildersfirstsource64021 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 320.00	Cc* Aaae Career Center - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 35.30	Culligan Billings - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 31.50	Culligan Billings - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 103.99	Dtv*Directv Service - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 1,228.35	Dxp Enterprises - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 849.00	E And M Consulting Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 218.58	Ecolab Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 442.58	Ecolab Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 140.08	Ecolab Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 126.94	Ecolab Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 145.63	Ecolab Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 35.03	Evergreen Ace Hardware - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 8.32	Fastenal Company 01Mtbll - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 67.12	Fastenal Company 01Mtbll - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 79.44	Fei, Inc. - Billings - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 38.51	Fei, Inc. - Billings - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 57.85	Galles Filter And Exhaust - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 313.47	Genesis Lamp Corp - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 153.77	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 146.70	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 142.34	Grainger - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Airport	$ 210.57	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 153.77	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 307.83	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 513.16	Graybar Electric - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 109.99	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 28.15	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 27.97	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 12.99	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 19.42	Hose And Rubber Supply Bi - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 1,638.00	In *Beartooth Fire Protec - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 64.00	In *Cotter'S Sewer, Inc. - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 536.50	In *Global Bolting Techno - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 1,514.15	Itw Gse - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 131.80	Jares Fence Company Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 332.95	Kb Commercial Products - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 1,892.76	Kb Commercial Products - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 43.98	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 29.97	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ (127.84)	Lapraac Admin - Ecom - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 880.30	Napa Store 3547001 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 86.72	Napa Store 3547001 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 520.49	Napa Store 3547001 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 156.24	Norco Inc - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 95.00	Nwaaae - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 95.00	Nwaaae - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 364.40	Nwestco - 002 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 203.45	Nwestco - 002 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 120.00	Nwestco - 002 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 2,481.46	Nwestco - 003 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 5.19	O'Reilly 1551 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 300.00	Paypal *Baugh - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 91.00	Pzg**Mt Dli Ebiz - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 432.50	Pzg**Mt Historical Soc - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Airport	$ 145.00	Scheels Billings - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 40.00	Shipton'S Big R West - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ (64.00)	Smartsign - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 400.00	Sq *Tom Pointer - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 3,258.20	State Chemic*State Che - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 903.10	State Chemic*State Che - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 1,494.90	State Chemic*State Che - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 3,786.20	State Chemic*State Che - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 1,728.10	State Chemic*State Che - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 93.80	The Home Depot 3101 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 775.00	The Montana Quarterly - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 324.74	Tractor & Equipment - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 3.99	Tractor-Supply-Co #0303 - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 1,500.00	Transportation Security C - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 1,301.99	Usda Aphis Act Hldr - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 190.00	Yellowstone Electric Comp - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 2,830.00	Yellowstone Electric Comp - PCard
02/05/2024	ACH	U.S. Bank	Airport	$ 16.59	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 46.94	Amzn Mktp Us*Tk3Mk7W12 - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 531.20	Delta 0062204995239 - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 585.20	Delta Air 0062201432178 - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 604.20	Delta Air 0062204025434 - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 531.20	Delta Air 0062204771520 - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 109.00	Iapmo - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 600.00	Int'L Code Council - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 900.00	Int'L Code Council - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 900.00	Int'L Code Council - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 300.00	Int'L Code Council - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 900.00	Int'L Code Council - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 450.00	Int'L Code Council - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 450.00	Int'L Code Council - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 900.00	Int'L Code Council - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 600.00	Int'L Code Council - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Building	$ 230.00	Int'L Code Council Inc - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 230.00	Int'L Code Council Inc - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 290.00	Int'L Code Council Inc - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 29.94	Kelley Connect - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 257.00	Nfpa Natl Fire Protect - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 58.76	Orleans Hotel & Casino - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 432.74	Orleans Hotel & Casino - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 58.76	Orleans Hotel & Casino - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 58.76	Orleans Hotel & Casino - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 432.74	Orleans Hotel & Casino - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 432.74	Orleans Hotel & Casino - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 58.76	Orleans Hotel & Casino - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 432.74	Orleans Hotel & Casino - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 10.48	Samsclub.Com - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 17.31	Samsclub.Com - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 39.95	Ttp*Taunton Publisher - PCard
02/05/2024	ACH	U.S. Bank	Building	$ 13.84	Www.Amazon* 113-032589 - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 74.24	Amzn Mktp Us*J354M7Vw3 - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 179.00	B2B Prime*Rt7719Hj1 - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 12.95	Canva* I04013-49025421 - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 14.46	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 1,755.32	Cncs - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 1,755.32	Cncs - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 12.00	Conoco - Dons C W & Exp L - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 91.31	Dd *Storetopzsandwichc - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 676.00	National Service Gear - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 40.78	Presidents Vol Srv Award - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 20.00	Sq *Ox Indoor Axe Throwin - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ (20.00)	Sq *Ox Indoor Axe Throwin - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 39.97	Sq *Soup And Such - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 152.96	Tst* Carverss Brazilian S - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 89.04	Tst* Spitz Restaurant Gro - PCard
02/05/2024	ACH	U.S. Bank	CDBG	$ 52.50	Tst* Spitz Restaurant Gro - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Central Services	$ 1,328.41	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 50.00	Albertsons #1227 - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 60.00	Holiday Stations 0280 - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 26.99	Office Depot #450 - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 39.95	Pyl*Fischer & Erwin Prope - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 40.00	Sq *Ox Indoor Axe Throwin - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 135.00	Target 00013334 - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 50.00	Target 00013334 - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 50.88	Wal-Mart #2923 - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 20.00	Wm Supercenter #2923 - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 73.26	Wm Supercenter #2923 - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 29.66	Wm Supercenter #2923 - PCard
02/05/2024	ACH	U.S. Bank	Court Grants	$ 16.59	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	Engineering	$ 893.50	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Engineering	$ 456.79	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Engineering	$ 54.50	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Engineering	$ 68.80	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Engineering	$ 134.99	Best Buy 00005926 - PCard
02/05/2024	ACH	U.S. Bank	Engineering	$ 49.98	Costco Whse #1644 - PCard
02/05/2024	ACH	U.S. Bank	Engineering	$ 56.64	Costco Whse #1644 - PCard
02/05/2024	ACH	U.S. Bank	Engineering	$ 800.00	Montana Contractors As - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 150.00	Ace Electric - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 270.00	Air Controls-Billings - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 389.10	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 288.90	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 1,249.99	Amazon.Com*R85Ay0U90 - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 77.99	Amzn Mktp Us*736Ld48O3 - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 46.00	Creative Monograms Smb - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 503.50	Creative Monograms Smb - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 163.30	Ecolab Inc - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 163.30	Ecolab Inc - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 45.36	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 130.46	Grainger - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Facilities	$ 168.00	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 131.12	Hose And Rubber Supply Bi - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 19.95	Interstate Battery Of The - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 1,000.44	Kb Commercial Products - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 184.26	Kb Commercial Products - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 628.67	Kb Commercial Products - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 34.34	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 151.50	Midland Mechanical Inc - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 174.08	Northwest Pipe Fittings - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 79.00	Selbys - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 50.75	Spinfresh Laundry - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 47.25	Spinfresh Laundry - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 52.50	Spinfresh Laundry - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 35.88	Spinfresh Laundry - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 38.50	Spinfresh Laundry - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 35.87	Spinfresh Laundry - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 1,268.41	State Chemic*State Che - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 1,268.41	State Chemic*State Che - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 195.00	Summit Fire & Security - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 625.00	Summit Fire & Security - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 546.00	Summit Fire & Security - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 34.20	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 108.18	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 52.90	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 46.98	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 5.72	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 74.91	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 29.97	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 34.99	Udemy: Online Courses - PCard
02/05/2024	ACH	U.S. Bank	Facilities	$ 33.05	West End Lock And Securit - PCard
02/05/2024	ACH	U.S. Bank	FireStation Const	$ 304.29	Industrial Coating Soluti - PCard
02/05/2024	ACH	U.S. Bank	Fleet	$ 37.14	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Fleet	$ 180.43	360 Office Solutions Inc - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Fleet	$ 20.00	Big Sky Linen And Unif - PCard
02/05/2024	ACH	U.S. Bank	Fleet	$ 19.99	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 45.00	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	General	$ 45.00	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	General	$ 26.99	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	General	$ 981.48	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	General	$ 38.55	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	General	$ 77.78	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	General	$ 97.00	Aaim - Services - PCard
02/05/2024	ACH	U.S. Bank	General	$ 12.99	Adobe *Acrobat Std - PCard
02/05/2024	ACH	U.S. Bank	General	$ 19.99	Adobe *Acropro Subs - PCard
02/05/2024	ACH	U.S. Bank	General	$ 54.99	Adobe *Creative Cloud - PCard
02/05/2024	ACH	U.S. Bank	General	$ 60.63	Adobe *Creative Cloud - PCard
02/05/2024	ACH	U.S. Bank	General	$ 54.99	Adobe *Creative Cloud - PCard
02/05/2024	ACH	U.S. Bank	General	$ 54.99	Adobe *Creative Cloud - PCard
02/05/2024	ACH	U.S. Bank	General	$ 54.99	Adobe *Creative Cloud - PCard
02/05/2024	ACH	U.S. Bank	General	$ 14.99	Adobe *Pdf Pack Subs - PCard
02/05/2024	ACH	U.S. Bank	General	$ 19.99	Adobe Inc. - PCard
02/05/2024	ACH	U.S. Bank	General	$ 19.29	Albertsons #0038 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 12.99	Albertsons #0038 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 32.44	Albertsons #0038 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 27.28	Albertsons #4025 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 49.98	Amazon.Com*De5Kr2Gl3 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 97.61	Amazon.Com*Rt4M32H40 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 164.00	Amazon.Com*Tk1Dq8Lh0 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 34.99	Amazon.Com*Tk1Mo0B70 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 264.89	Amazon.Com*Tk6Iy85C2 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 4.99	Ampd Strong - PCard
02/05/2024	ACH	U.S. Bank	General	$ 14.99	Ampd Strong - PCard
02/05/2024	ACH	U.S. Bank	General	$ 13.99	Amzn Mktp Us*3R9Ek88Z3 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 50.77	Amzn Mktp Us*814Kt4Ia3 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 34.99	Amzn Mktp Us*976In20Z3 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 26.98	Amzn Mktp Us*Hh9Qb2573 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	General	$ 66.98	Amzn Mktp Us*Rt0Nq7Rg2 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 22.26	Amzn Mktp Us*Rt6N65Ft1 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 7.06	Amzn Mktp Us*Rt6N65Ft1 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 24.97	Amzn Mktp Us*Rt9036Ke1 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 28.79	Amzn Mktp Us*Tk5W67Mb0 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 38.98	Amzn Mktp Us*Tk63L3Jv1 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 228.89	Amzn Mktp Us*Yo7Im8Bz3 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 1,906.91	Asco Pacific Supply Compa - PCard
02/05/2024	ACH	U.S. Bank	General	$ 196.70	Buddy Punch - PCard
02/05/2024	ACH	U.S. Bank	General	$ 75.00	Bwy*Fbinaa Natl Office - PCard
02/05/2024	ACH	U.S. Bank	General	$ 77.11	Costco By Instacart - PCard
02/05/2024	ACH	U.S. Bank	General	$ 120.42	Domino'S 7003 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 355.41	Econoprint - PCard
02/05/2024	ACH	U.S. Bank	General	$ 107.00	Fairmont Hot Springs Reso - PCard
02/05/2024	ACH	U.S. Bank	General	$ 107.00	Fairmont Hot Springs Reso - PCard
02/05/2024	ACH	U.S. Bank	General	$ 245.00	Fairmont Hot Springs Reso - PCard
02/05/2024	ACH	U.S. Bank	General	$ 51.50	Fsp*State Bar Of Montana - PCard
02/05/2024	ACH	U.S. Bank	General	$ 7.98	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	General	$ 1,200.00	In *Cmc Neptune - PCard
02/05/2024	ACH	U.S. Bank	General	$ (120.00)	In *Cmc Neptune - PCard
02/05/2024	ACH	U.S. Bank	General	$ 46.61	Insight Public Sector - PCard
02/05/2024	ACH	U.S. Bank	General	$ 23.04	Insight Public Sector - PCard
02/05/2024	ACH	U.S. Bank	General	$ 80.00	Int'L Code Council Inc - PCard
02/05/2024	ACH	U.S. Bank	General	$ 275.00	Jsecbillings.Org - PCard
02/05/2024	ACH	U.S. Bank	General	$ 409.50	Juli Pierce Law Pllc - PCard
02/05/2024	ACH	U.S. Bank	General	$ 42.35	Kelley Connect - PCard
02/05/2024	ACH	U.S. Bank	General	$ 29.93	Kelley Connect - PCard
02/05/2024	ACH	U.S. Bank	General	$ 7.99	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	General	$ 14.38	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	General	$ 17.08	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	General	$ 125.82	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	General	$ 77.52	Lisa'S Sandwich Den - PCard
02/05/2024	ACH	U.S. Bank	General	$ 1,875.00	Medallion Vault & Casket - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	General	$ 625.00	Medallion Vault & Casket - PCard
02/05/2024	ACH	U.S. Bank	General	$ 156.74	Midland Implement Co - PCard
02/05/2024	ACH	U.S. Bank	General	$ 47.00	Northern Hotel - Berni - PCard
02/05/2024	ACH	U.S. Bank	General	$ 71.65	Office Depot #1080 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 18.09	Office Depot #1080 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 61.97	Office Depot #450 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 60.47	Office Depot #450 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 53.88	Olive Garden 0021412 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 47.46	O'Reilly 1551 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 360.00	Paypal *Montanarecr - PCard
02/05/2024	ACH	U.S. Bank	General	$ 86.00	Pepsicola Bottling Compan - PCard
02/05/2024	ACH	U.S. Bank	General	$ (2.99)	Remarkable - PCard
02/05/2024	ACH	U.S. Bank	General	$ (2.99)	Remarkable - PCard
02/05/2024	ACH	U.S. Bank	General	$ (2.99)	Remarkable - PCard
02/05/2024	ACH	U.S. Bank	General	$ (2.99)	Remarkable - PCard
02/05/2024	ACH	U.S. Bank	General	$ 2.99	Remarkable - PCard
02/05/2024	ACH	U.S. Bank	General	$ 17.36	Samsclub.Com - PCard
02/05/2024	ACH	U.S. Bank	General	$ 647.35	Samsclub.Com - PCard
02/05/2024	ACH	U.S. Bank	General	$ 10.52	Samsclub.Com - PCard
02/05/2024	ACH	U.S. Bank	General	$ 38.96	Shipton'S Big R West - PCard
02/05/2024	ACH	U.S. Bank	General	$ 50.00	Snappyduds - PCard
02/05/2024	ACH	U.S. Bank	General	$ 79.99	Spectrum - PCard
02/05/2024	ACH	U.S. Bank	General	$ 130.00	Sports Turf Managers - PCard
02/05/2024	ACH	U.S. Bank	General	$ 10.99	Spotify Usa - PCard
02/05/2024	ACH	U.S. Bank	General	$ 81.38	Sq *Soup And Such - PCard
02/05/2024	ACH	U.S. Bank	General	$ 50.00	Textmagic.Com - PCard
02/05/2024	ACH	U.S. Bank	General	$ 118.92	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 30.00	The Rubber Stamp Shop, - PCard
02/05/2024	ACH	U.S. Bank	General	$ 1,916.25	Thomson West*Tcd - PCard
02/05/2024	ACH	U.S. Bank	General	$ 27.00	Tire Rama 101 Bc - PCard
02/05/2024	ACH	U.S. Bank	General	$ 549.98	Ultra Graphics, Llc - PCard
02/05/2024	ACH	U.S. Bank	General	$ 20.70	Universal Awards - PCard
02/05/2024	ACH	U.S. Bank	General	$ 68.97	Vistaprint - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	General	$ 45.98	Vistaprint - PCard
02/05/2024	ACH	U.S. Bank	General	$ 65.38	Wal-Mart #2923 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 30.00	West End Lock And Securit - PCard
02/05/2024	ACH	U.S. Bank	General	$ 30.00	West End Lock And Securit - PCard
02/05/2024	ACH	U.S. Bank	General	$ 87.50	Wheniwork.Com - PCard
02/05/2024	ACH	U.S. Bank	General	$ 10.48	Wheniwork.Com - PCard
02/05/2024	ACH	U.S. Bank	General	$ 4.94	Wm Supercenter #1956 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 65.98	Www.Amazon* 113-710617 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 58.09	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 47.97	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 16.99	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 49.00	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	General	$ 72.39	Zumba Fitness - PCard
02/05/2024	ACH	U.S. Bank	General	$ 35.00	Zumbini - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 23.70	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 34.50	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 39.99	Amazon.Com*R802V7Cn1 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 21.99	Amazon.Com*Tk54H72M0 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 39.99	Amazon.Com*Wp6Wv85X3 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 13.97	Amzn Mktp Us*G10Nv8Pv3 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 29.38	Amzn Mktp Us*Qb5R59Fy3 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 59.38	Amzn Mktp Us*R86Md2Ze2 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 23.99	Amzn Mktp Us*Rt2Co8C80 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 24.42	Amzn Mktp Us*Rt2Ue4N12 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 42.99	Amzn Mktp Us*Rt5Cj9Ix1 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 41.99	Amzn Mktp Us*Rt7Pz7Bn0 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 191.97	Amzn Mktp Us*Sl42P99T3 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 13.58	Amzn Mktp Us*Tk8Fj2W80 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 21.98	Amzn Mktp Us*Tk9M36Yu0 - PCard
02/05/2024	ACH	U.S. Bank	IT Resources	$ 79.31	Amzn Mktp Us*Xy3Nu5Ya3 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	IT Resources	$ 549.99	Office Depot #1080 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 140.87	1000Bulbs.Com - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 219.37	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 1,259.49	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 87.50	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 228.90	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 29.84	Amazon Ret* 20240105-A - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 8.99	Amazon.Com*R82By21J0 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 22.81	Amazon.Com*R852I0Sh0 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 7.99	Amazon.Com*R86K37Lk0 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 55.51	Amazon.Com*Rt1Hm2X72 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 29.93	Amazon.Com*Rt96Q71P2 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 14.03	Amazon.Com*Rt9W871J2 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 39.14	Amazon.Com*Tk6Ws1Wd0 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 28.70	Amazon.Com*Tk7Iz2Zi1 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 22.63	Amzn Mktp Us*Al0Wl0Hq3 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 89.07	Amzn Mktp Us*G72Yr0Rw3 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 45.98	Amzn Mktp Us*Hw9847Ky3 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 51.98	Amzn Mktp Us*Jz8V04313 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 45.58	Amzn Mktp Us*Kw0Ge0113 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 12.55	Amzn Mktp Us*Nt3Zt00W3 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 50.49	Amzn Mktp Us*R84605A71 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 36.97	Amzn Mktp Us*R89So0Qb0 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 6.13	Amzn Mktp Us*Rt0Cs2Z92 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 48.89	Amzn Mktp Us*Rt1Sg9It2 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 6.84	Amzn Mktp Us*Rt27S2Z31 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 16.99	Amzn Mktp Us*S89M987V3 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 26.20	Amzn Mktp Us*Sh4Y23A43 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 15.99	Amzn Mktp Us*Tk0711352 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 59.82	Amzn Mktp Us*Tk2Yp3072 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 10.96	Amzn Mktp Us*Tk36O8Ja1 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 17.99	Amzn Mktp Us*Tk3Jr65G2 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 26.00	Amzn Mktp Us*Tk3Ov1S72 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Library	$ 18.28	Amzn Mktp Us*Tk5Xj37M0 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 27.49	Amzn Mktp Us*Tk89H3T70 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 26.91	Amzn Mktp Us*Tk9Gu7Bf1 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 12.44	Amzn Mktp Us*Ub5Mq7Xc3 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 12.00	Amzn Mktp Us*Vh2J71F63 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 74.90	Anc* Newspapers.Com - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 75.00	Art House Cinema And Pub - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 936.00	Billingsgazettethriftynck - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 350.83	Brodart Supplies - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 40.07	Crescent Electric 054 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 50.00	Facebk 3Huteykqq2 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 26.88	Facebk 47M8Rytqq2 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 50.00	Facebk 6Z2E9Ykqq2 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 57.98	Gamestop - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 139.98	Gamestop - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 29.77	Gan*Usatodaycirc - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 14.09	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 58.36	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 185.67	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 31.84	Graybar Electric - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 13.98	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 277.45	In *Elm Usa Inc. - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 18.87	In *Farcountry Incorporat - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 9.52	In *Farcountry Incorporat - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 18.86	In *Farcountry Incorporat - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 57.13	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 27.05	Laurel Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 171.92	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 371.78	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 80.00	Ntl Cntr For Safety - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 74.73	Pack N Tape - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 33.96	Sams Club#4805 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 239.50	Scholastic Education - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Library	$ 136.99	School Library Journal - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 343.00	Simply Family Magazine, I - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 289.00	Society Of American Arch - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 218.00	Society Of American Arch - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 132.00	Sq *Bluebird Sweets - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 90.00	Sq *Roots Garden Center - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 24.00	Sq *Stomping Grounds Book - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 195.00	Sq *Stomping Grounds Book - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 75.00	Sq *This House Of Books - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
02/05/2024	ACH	U.S. Bank	Library	$ (52.00)	Sq *Yellowstone Family - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 52.00	Sq *Yellowstone Family - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 23.22	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 41.19	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 68.86	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 104.14	Uline *Ship Supplies - PCard
02/05/2024	ACH	U.S. Bank	Library	$ (30.40)	University Products In - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 59.00	Wal-Mart #4412 - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 197.99	Warehouse-Lighting.Com - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 10.00	West End Lock And Securit - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 36.91	Www.Amazon* 20240105-A - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 22.70	Zoro Tools Inc - PCard
02/05/2024	ACH	U.S. Bank	Library	$ 25.00	Zsk*Ce Zoomontana Pos - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 1,320.45	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 52.99	Amzn Mktp Us*R88Oc9El2 - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 40.93	Amzn Mktp Us*Rt3N36Ew2 - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 26.99	Billingsgazettethriftynck - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 31.20	Conoco - Big Timber 2 103 - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 15.68	Conoco - Conomart Iv - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 66.10	Econo Print - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 196.68	Element Bozeman - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 245.10	Paypal *Genuinemark - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 8.56	Usps Po 2907740107 - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 41.72	Vtu*Montana*Mvd - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 0.96	Vtu*Montana*Svc - PCard
02/05/2024	ACH	U.S. Bank	P.W. Admin	$ 16.59	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 204.57	A & I Distributors - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 137.00	A & I Distributors - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 136.68	A & I Distributors - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 159.99	A And H Turf And Specialt - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 159.95	Als Bootery & Repair Shop - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 430.79	Amzn Mktp Us*R88Dq3Dw0 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 7.06	Amzn Mktp Us*Rt6N65Ft1 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 24.97	Autozone #3772 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 59.98	Basecamp Billings - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 133.56	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 15.26	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 24.39	Buildersfirstsource64021 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 357.37	C B Operations Llc - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 235.70	C B Operations Llc - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 235.70	C B Operations Llc - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 149.99	Cab Store Billings, Mt - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 228.64	Comfort Inn Bozeman - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 24.00	Creative Monograms Smb - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 171.35	Douglas Industries - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 79.99	Evergreen Ace Hardware - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 33.30	Exxon Casey'S Corner Stor - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 30.99	Ferguson Ent #1342 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 158.04	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 45.96	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 13.32	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 17.52	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 31.96	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 42.98	Homedepot.Com - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 173.25	Hose And Rubber Supply Bi - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 113.36	Interstate Battery Of The - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 99.96	Interstate Battery Of The - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 24.29	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 14.99	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 13.00	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 62.88	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 373.04	Midland Implement Co - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 12.99	Midland Implement Co - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 183.13	Midland Implement Co - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 158.82	Midland Implement Co - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 721.41	Midland Implement Co - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 455.46	Midland Implement Co - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 16.26	Napa Store 3547001 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 49.44	Napa Store 3547001 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 23.38	Napa Store 3547001 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 71.02	Nc The Cat Rental Stor - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 568.43	Nc The Cat Rental Stor - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 425.00	Nicp, Inc. - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 82.54	Norco Inc - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 1,482.56	Northland Automotive - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 62.99	Office Depot #2135 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 125.64	O'Reilly 1751 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 463.60	Pzg**Mt Dept Of Ag Onl - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 38.11	Ratco Llc - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 150.00	Rei #198 Billings - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 89.00	Reliable Tent & Tipi - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 94.94	Sherwin Williams 703429 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 65.53	Sherwin Williams 703429 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 30.98	Shipton'S Big R East - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 19.99	Shipton'S Big R Heights - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 42.99	Shipton'S Big R Heights - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 144.99	Shipton'S Big R Heights - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 60.38	Shipton'S Big R Heights - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 131.97	Shipton'S Big R West - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 122.99	Shipton'S Big R West - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 110.00	Snappyduds - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 125.00	Snappyduds - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 994.56	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 42.63	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 312.91	Tractor & Equipment - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 1,000.00	Vegetation Control Servic - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 91.92	Wal-Mart #1956 - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 1,944.00	West End Lock And Securit - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 20.28	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Park Dist 1	$ 17.99	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	Park Prgrms	$ 67.70	Sq *Midwest Everlasting M - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 77.44	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 48.18	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 200.00	Ace Electric - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 6.95	Amzn Mktp Us*R84Hb9450 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 6.99	Amzn Mktp Us*Rt2Ab39S0 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 293.55	Amzn Mktp Us*Tk1Y65Tl2 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 287.96	Amzn Mktp Us*Tk3840Ux2 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 27.55	Amzn Mktp Us*Tk3840Ux2 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 33.99	Amzn Mktp Us*Tk3840Ux2 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 42.74	Amzn Mktp Us*Tk3840Ux2 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 112.88	Costco Whse #1644 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 1,553.17	Econoprint - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 1,552.54	Econoprint - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 46.62	Fedex73946908 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 93.42	Kb Commercial Products - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 82.05	Kb Commercial Products - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 93.42	Kb Commercial Products - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 93.45	Kb Commercial Products - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 9.99	Kings Ace Hdwe - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Parking	$ 206.98	Office Depot #450 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 109.50	Spic And Span - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 4.75	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 39.98	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 38.67	Uline *Ship Supplies - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 81.94	Uline *Ship Supplies - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 38.67	Uline *Ship Supplies - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 81.97	Uline *Ship Supplies - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 81.94	Uline *Ship Supplies - PCard
02/05/2024	ACH	U.S. Bank	Parking	$ 38.67	Uline *Ship Supplies - PCard
02/05/2024	ACH	U.S. Bank	Parks Maint	$ 116.73	Midland Implement Co - PCard
02/05/2024	ACH	U.S. Bank	Parks Maint	$ 45.63	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Parks Maint	$ 289.48	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Parks Maint	$ 19.47	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Parks Maint	$ 199.42	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 89.99	Amazon.Com*Tk9Gw4Uj0 - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 13.99	Amzn Mktp Us*Ft2021513 - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 44.92	Circle K # 23677 - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 1,036.35	Drury Inns - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 1,036.35	Drury Inns - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 710.00	Expert Witness Services I - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 94.63	Office Depot #2135 - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 52.99	Office Depot #2135 - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 35.00	United 0164266766778 - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 45.00	United 0164266766779 - PCard
02/05/2024	ACH	U.S. Bank	PD Program	$ 155.52	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	Phone System	$ 31.60	Amzn Mktp Us*Rt2Ue4N12 - PCard
02/05/2024	ACH	U.S. Bank	Phone System	$ 268.00	Www.Ui.Com - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 215.00	Aashto - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 14.97	Albertsons #0047 - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 44.02	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 100.00	American Planning A - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 295.00	American Planning A - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Planning	$ 295.00	American Planning A - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 42.00	American Water Technol - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 500.00	Association Of Pedestrian - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 89.81	Kelley Connect - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 65.00	Montana Association Of - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 17.31	Samsclub.Com - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 10.48	Samsclub.Com - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 184.68	Sq *Bbfc Fabrication - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 16.00	The Rubber Stamp Shop, - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 55.00	The Western Planner - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 183.00	Tst* Tiny'S Tavern - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 16.59	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	Planning	$ 16.59	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 58.98	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 384.88	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 150.00	Air Controls-Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 600.00	Airdata Enterprise - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 45.99	Airgas Llc -Central C258 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 8.94	Albertsons #0630 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 19.12	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 27.99	Amazon Retail* Fire - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 256.97	Amazon Retail* Fire - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ (1,249.99)	Amazon.Com - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 127.99	Amazon.Com*Rt0Lz76L0 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 1,049.97	Amazon.Com*Rt4Z69P22 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 127.99	Amazon.Com*Rt5Ur4F32 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 329.98	Amazon.Com*Rt9Lx41W0 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 39.00	American Water Technol - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 759.92	Amzn Mktp Us*Bd3Yy4Q43 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 10.52	Amzn Mktp Us*R03Vx0Cv0 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 47.97	Amzn Mktp Us*Rt5Mo28Q0 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 440.90	Amzn Mktp Us*Rt7Ac5411 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 99.97	Amzn Mktp Us*Rt7Fq9Af1 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Public Safety	$ 63.99	Amzn Mktp Us*Sl42P99T3 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 16.60	Amzn Mktp Us*T11Us00J3 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 41.97	Amzn Mktp Us*Tk1Bq8J10 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 242.27	Amzn Mktp Us*Tk5Um5Hj0 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 253.82	Amzn Mktp Us*Tk96I8Sj2 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 312.00	Apco International Inc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 104.00	Apco International Inc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 1,298.00	B&H Photo 800-606-6969 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 59.80	B&H Photo 800-606-6969 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 108.00	Batteries+Bulbs #0253 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 227.64	Bfah.Net - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 799.80	Billings Army Navy Surplu - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 22.98	Billings Rv Inc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 29.99	Billingsgazettethriftynck - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.69	Cab Store Huntsville, Al - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 85.92	Chalet Market - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 21.92	Cmi Inc Moto - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 34.41	Corporate Translate - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 57.84	Costco Whse #1644 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 2,035.00	Creative Monograms Smb - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 4,984.00	Creative Monograms Smb - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 306.00	Creative Monograms Smb - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 200.00	Crime Prevention Cnter - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 142.66	Dash Medical Gloves - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 1,250.91	Dmi* Dell Bus Online - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 109.00	Efx*Infoservices - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 822.00	Firemaster - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 83.00	Frosty Solutions, Llc Dba - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 49.00	Frosty Solutions, Llc Dba - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 29.69	Ge Appliances - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 250.00	Glock Professional Inc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 250.00	Glock Professional Inc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 2,250.00	Hanser Wrecker Company - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Public Safety	$ 1,855.00	Hanser Wrecker Company - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 2,325.00	Hanser Wrecker Company - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 2,100.00	Hanser Wrecker Company - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 110.37	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 260.07	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 357.56	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 323.78	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 326.85	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 81.99	Hulu 877-8244858 Ca - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 123.00	Iaai - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 93.00	Iaai - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 93.00	Iaai - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 85.00	Iabti - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 240.00	Iacp - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 190.00	Iacp - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 282.44	In *Arrowhead Scientific - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 591.52	In *Arrowhead Scientific - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 2,292.00	In *Fileonq - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 1,409.00	In *Fileonq - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 495.00	In *Gps Commercial Cleani - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 57.50	In *Little Angels Suidi D - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 159.59	Industrialsafety.Com - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 290.00	Int'L Code Council Inc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 293.67	Iron Mountain - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 204.70	Jimmy Johns - 1646 - E - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 325.60	Jimmy Johns - 1646 - E - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 422.23	Jones & Bartlett Learning - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 719.00	Justice Clearinghouse - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 468.00	Kahoot! Asa - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ (468.00)	Kahoot! Asa - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 375.00	Kaminsky,Sullenberger - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 54.62	Kb Commercial Products - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 68.12	Kings Ace Hdwe - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Public Safety	$ 24.94	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 2,094.15	Life Assist Inc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 88.48	Life Assist Inc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 59.96	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 84.35	Mcdonald'S F33313 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 1,080.00	Midwayusa Com - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 107.68	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 98.00	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 90.60	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 150.00	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 86.00	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 45.30	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 75.00	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 50.00	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 50.00	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 96.00	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 152.15	Minuteman Press Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	Montana Fire Chiefs As - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 345.85	Moore Lane Vh - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 3,120.00	Mspoa - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 926.00	Mspoa - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 685.00	National Academy Of Emd - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 685.00	National Academy Of Emd - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 150.00	National Animal Care And - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 50.00	National Association Of S - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 1,517.70	National Band And Tag Com - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 25.00	National Registry Emt - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 610.18	Nedved Precision Shootin - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 425.00	Nicp, Inc. - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 95.98	Office Depot #1080 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 32.99	Office Depot #1080 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 14.99	Office Depot #2135 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 27.47	Office Depot #2135 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 144.47	Office Depot #450 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 481.24	Pasternack - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 65.00	Paypal *Iape Iape - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 65.00	Paypal *Iape Iape - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 520.00	Paypal *Iape Iape - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 195.00	Paypal *Rfflowsoftw - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Public Safety	$ 1,900.53	Peavey Corp. - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 106.00	Pp*Zee Creative - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 850.00	Priority Dispatch Corp - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 345.00	Royal Arms International, - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 19.96	Samsclub.Com - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 250.00	Scheels Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 280.00	Scheels Billings - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 43.45	Shell Oil12472102016 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 33.98	Shutterfly, Inc. - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 654.40	Sp Arcantenna.Com - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 564.92	Sp Iptm Publications - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 949.42	Sp Www.Rfmax.Us - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 285.92	Spectrum - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ (900.00)	Sq *Florida Hazardous Mat - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 311.00	Sq *National Tactical Off - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 311.00	Sq *National Tactical Off - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 311.00	Sq *National Tactical Off - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 779.00	Sq *National Tactical Off - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 779.00	Sq *National Tactical Off - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 779.00	Sq *National Tactical Off - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 28.70	Starbucks Store 28060 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 822.00	Sumup *Paula Coram - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 108.98	Target 00013334 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 36.55	Target 00013334 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 24.97	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 39.74	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 177.47	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 273.90	Tlo Transunion - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 35.90	Tst* City Brew Coffee - C - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 41.28	Tst* City Brew Coffee - C - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 1,961.90	Two Vets Sporting Goods - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 130.14	Uline *Ship Supplies - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 28.71	Ups*Billing Center - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Public Safety	$ 12.08	Ups*Billing Center - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 116.67	Ups*Billing Center - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 51.95	Ups*Billing Center - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 2,218.16	Vrbo Hazzkrbp - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 97.88	Wal-Mart #2923 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 214.35	Wasabi Technologies - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 217.00	West Coast Code Consult - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 19.50	West End Lock And Securit - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 45.08	Wm Supercenter #2923 - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 750.00	Wpy*International Associa - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 3,000.00	Wpy*International Associa - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 495.00	Wpy*International Associa - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 129.00	Www.Ui.Com - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 30.00	Zeecreativeinc - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 1,069.28	Zoll Medical Corp - PCard
02/05/2024	ACH	U.S. Bank	Public Safety	$ 772.44	Zoll Medical Corp - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 182.88	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 61.13	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 28.72	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 89.95	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 57.90	Albertsons #0047 - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 389.62	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 382.30	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 28.07	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 38.91	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 185.12	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 185.12	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 573.98	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 392.38	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 452.47	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 392.82	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 185.12	Alsco Inc. - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 185.12	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 185.12	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 185.12	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 1.00	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 1.00	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 43.71	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 180.06	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 199.00	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 13.58	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 149.76	Facebk Fucryubw42 - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 425.00	Fastenal Company 01Mtbll - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 735.91	Fastenal Company 01Mtbll - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 516.69	Fastenal Company 01Mtbll - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 303.25	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 194.36	Hose And Rubber Supply Bi - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 44.97	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 17.48	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 56.68	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 267.55	Mfcp Billings - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 69.98	Shipton'S Big R West - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 339.04	Six Robblees No 6 - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 198.90	Sq *Genuine Marketing Llc - PCard
02/05/2024	ACH	U.S. Bank	Solid Waste	$ 120.50	Sq *Genuine Marketing Llc - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 342.17	Amzn Mktp Us*R80Gn00Q2 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 716.30	Amzn Mktp Us*Rt0Sg1Od1 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 30.57	Amzn Mktp Us*Rt62B9Ol1 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 449.94	Amzn Mktp Us*Rt78P0Er0 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 34.22	Awg 3575 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 270.01	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 5.99	Billings Hardware & Servi - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 154.00	Billings Ink And Toner, I - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 862.50	Buildersfirstsource64021 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 90.87	City Of Billings - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 169.46	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 159.98	Evergreen Ace Hardware - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 66.33	Fei, Inc. - Billings - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 118.00	Grouse Mtn Lodge Desk - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 118.00	Grouse Mtn Lodge Desk - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 19.99	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 54.96	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 20.00	Holiday Stations 0087 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 50.00	Holiday Stations 0087 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 25.44	Holiday Stations 0285 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 221.90	Interstate Battery Of The - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 34.99	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 40.04	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 27.96	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 23.96	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 84.78	Lowes #00907* - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 1,185.00	Lp Anderson - Point S, Dt - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 103.72	Napa Store 3547001 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 116.33	Pacific Steel Branch #02 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 462.89	Pacific Steel Branch #02 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 1,104.35	Paypal *The Noco Co - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 463.60	Pzg**Mt Dept Of Ag Onl - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 520.00	Ratco Llc - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 17.00	Ratco Llc - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 1,318.00	Ratco Llc - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 109.98	Shipton'S Big R East - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 161.06	Shipton'S Big R West - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 5,096.96	Sievers Poly Tanks - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 297.57	Sq *Clean City Innovation - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 158.97	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 49.76	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 43.98	The Home Depot #3101 - PCard
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 19.00	West End Lock And Securit - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Street/Traffic	$ 135.61	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 120.70	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 12.99	Adobe *Acrobat Std - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 39.99	Adobe *Creative Cloud - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 109.99	Albertsons 3367 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 107.05	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 81.82	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 95.70	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 293.60	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 12.82	Amazon.Com*Rt9255Lr0 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 107.83	Amazon.Com*Tk62W6J21 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 89.84	Amzn Mktp Us*R08708Op0 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 217.90	Amzn Mktp Us*R821M2Rd0 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 6.99	Amzn Mktp Us*Rt8Ze8Vm0 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 45.95	Awg 3575 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 123.56	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 750.00	Community Transportation - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 190.46	Dakota Supply Group - Bil - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 401.20	Delta Air 0062199983695 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 401.20	Delta Air 0062199983696 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 326.12	Ebay O*17-10983-09081 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 63.98	Ferguson Ent #1342 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 30.76	Gateway Fees - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 88.34	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 51.73	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 201.96	Hertz #0103002 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 2.99	Hobby-Lobby #251 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 24.00	Hobby-Lobby #251 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 199.00	Homedepot.Com - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 328.00	In *Cotter'S Sewer, Inc. - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 10.76	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 15.29	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 10.49	Kings Ace Hdwe - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Transit	$ 3.23	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 5.50	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 11.00	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 15.96	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 44.96	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 20.98	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 72.80	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 49.98	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 8.98	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 18.96	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ (21.48)	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 21.48	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 43.88	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 534.00	Marketing Specialties In - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 23.98	Napa Store 3547001 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 16.65	Napa Store 3547001 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 195.31	Office Depot #1080 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 11.98	Sams Club#4805 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 133.02	Sp Don Brown Bus Par - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 890.55	Sun Supply Inc - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 177.31	Total Rental Inc - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 22.59	Ups (800) 811-1648 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 55.03	Wm Supercenter #1956 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 10.00	Wm Supercenter #1956 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 29.92	Wm Supercenter #1956 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 230.80	Www.Amazon* 114-191751 - PCard
02/05/2024	ACH	U.S. Bank	Transit	$ 16.59	Zoom.Us 888-799-9666 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 160.64	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 136.35	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 120.38	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 27.23	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 178.66	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 460.01	360 Office Solutions Inc - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Wastewater	$ 10.19	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 56.53	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 10.18	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ (161.33)	A And H Turf And Specialt - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 139.96	Ace Hardware Corporation - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 42.40	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 6.37	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 25.75	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 95.26	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 562.12	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 62.49	Amazon.Com*Rt0W52Qg0 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 163.30	Amazon.Com*Rt2Lr93T1 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 59.50	Amazon.Com*Rt9Zj0Wa0 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 60.86	Amzn Mktp Us*9J2Jq3Rm3 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 17.99	Amzn Mktp Us*Ad2Oj1X43 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 43.98	Amzn Mktp Us*F91Db4K83 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 22.49	Amzn Mktp Us*R825Y0Ja2 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 41.88	Amzn Mktp Us*Rt0Sc2690 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 41.98	Amzn Mktp Us*Rt7Au7Sk1 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 297.50	Amzn Mktp Us*Rt7N77Kx0 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 53.99	Amzn Mktp Us*Rt8Hf2Qv0 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 121.37	Amzn Mktp Us*Rt8Rg8L50 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 139.00	Amzn Mktp Us*Rt8Zz6Xo2 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 140.00	Amzn Mktp Us*Rt9Xv6Cb2 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 5.50	Amzn Mktp Us*Tk4D32260 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 425.00	Arc_Membership_Payment - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 1,466.00	Automationdirect.Com - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 184.90	Awg 3575 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 280.54	Awg 3575 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 156.00	Batteries Plus #0598 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ (72.00)	Bcy*Steepandcheap.Com - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 79.95	Bcy*Steepandcheap.Com - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 2.78	Billings - Tacoma Screw P - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Wastewater	$ 25.20	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 357.98	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 207.49	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 62.82	Bloedorn Lumber Co- Bi - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 19.88	Carquest 3103 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 909.05	Cdw Govt #Nx72827 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 158.75	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 921.00	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 67.77	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 38.12	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 856.53	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 399.42	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 3,172.26	Enterprise Specialty Pro - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 10.74	Evergreen Ace Hardware - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 743.91	Fncuthbert - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 136.35	Freds Appliance Billings - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 145.55	Genuinemark - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 497.50	Genuinemark - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 36.59	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 350.33	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 28.41	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 295.98	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 2,758.91	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 1,528.58	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 106.14	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 62.80	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 697.76	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 301.74	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 13.98	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 35.98	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 89.00	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 81.98	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 399.00	Homedepot.Com - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Wastewater	$ 3,007.60	Hope Industrial Systems - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 604.29	Industrial Networking Sol - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 94.24	Justrite Safety Group - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 10.00	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 7.06	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 3.50	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 5.24	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 1.17	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 99.96	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 630.57	Ktool* Ktool - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 147.00	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 42.46	Mcmaster-Carr - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 22.32	Mcmaster-Carr - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 1,167.60	Mcmaster-Carr - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 50.25	Midland Scientific - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 50.19	Midland Scientific - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 759.81	Midland Scientific - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 296.10	Midland Scientific - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 100.89	Midland Scientific - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 273.37	Midland Scientific - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 122.76	Midland Scientific - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 76.51	Midland Scientific - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 20.99	Murdoch'S Ranch&Home #99 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 124.97	Murdoch'S Ranch&Home #99 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 77.97	Murdoch'S Ranch&Home #99 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 100.68	Napa Store 3547007 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 436.35	Npc*New Pig Corp - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 80.00	Npc*New Pig Corp - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 324.56	Npc*New Pig Corp - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 75.87	Office Depot #2135 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 11.29	Office Depot #2135 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 793.95	Open Automation Software - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 13.92	Pacific Steel Branch #02 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Wastewater	$ 25.81	Pacific Steel Branch #02 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 1,395.14	Provantage - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 3,439.20	Provantage - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 1,395.14	Provantage - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 281.34	Provantage - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 3,438.88	Provantage - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 3,439.20	Provantage - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 531.80	Purvis Industries 68 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 75.00	Pzg**Mt Dli Ebiz - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 150.00	Pzg**Mt Dli Ebiz - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 75.00	Pzg**Mt Dli Ebiz - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 150.00	Pzg**Mt Dli Ebiz - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 40.00	Rdoce Bil 020112 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 22.48	Rsd - Billings#57 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 270.12	Rsd - Billings#57 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 988.80	Rsd - Billings#57 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 261.00	Selbys - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 60.96	Shipton'S Big R East - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 28.99	Shipton'S Big R West - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 1,194.73	Sp Eyewashdirect.Com - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 26.00	West End Lock And Securit - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 295.62	Www.Amazon* 111-231921 - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 267.62	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 236.97	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 19.00	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 282.05	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Wastewater	$ 1,344.59	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 72.39	360 Office Solutions Inc - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 10.19	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 10.19	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 80.90	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 169.57	4Te*Alarm Services - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 38.00	Aaim - Services - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Water	$ 77.23	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 19.11	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 95.27	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 135.90	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 649.53	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 42.40	Alsco Inc. - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 53.60	Amazon.Com*Hz2Tl1Jn3 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 53.16	Amazon.Com*Le2B54Ni3 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 163.30	Amazon.Com*Rt2Lr93T1 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 59.50	Amazon.Com*Rt9Zj0Wa0 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ (24.49)	Amzn Mktp Us - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 69.86	Amzn Mktp Us*045Lm8Wr3 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 77.58	Amzn Mktp Us*4H3095Pj3 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 17.99	Amzn Mktp Us*Ad2Oj1X43 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 56.49	Amzn Mktp Us*Fl5Uf1Hz3 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 191.04	Amzn Mktp Us*I48Vs1Rc3 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 73.24	Amzn Mktp Us*Qz9Ur1Xt3 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 22.49	Amzn Mktp Us*R825Y0Ja2 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 46.37	Amzn Mktp Us*R82Cq5Fj0 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 58.76	Amzn Mktp Us*Rg3Z03H13 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 349.90	Amzn Mktp Us*Rt15T0072 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 297.50	Amzn Mktp Us*Rt7N77Kx0 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 121.38	Amzn Mktp Us*Rt8Rg8L50 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 139.00	Amzn Mktp Us*Rt8Zz6Xo2 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 140.00	Amzn Mktp Us*Rt9Xv6Cb2 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 16.48	Amzn Mktp Us*Tk4D32260 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 425.00	Arc_Membership_Payment - PCard
02/05/2024	ACH	U.S. Bank	Water	$ (120.00)	Asc Of Boards Of Certi - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 21.00	Automationdirect.Com - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 107.00	Awg 3575 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 120.00	Awwa.Org - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 9.82	Billings - Tacoma Screw P - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 2.77	Billings - Tacoma Screw P - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Water	$ 62.82	Bloedorn Lumber Co- Bi - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 19.88	Carquest 3103 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 114.35	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 16.29	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 135.54	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 67.77	City Of Billings - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 111.84	Costco Whse #1644 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 66.10	Econo Print - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 1,150.00	Educate Llp - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 13.98	Evergreen Ace Hardware - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 3,383.50	Exor America - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 22.19	Fastenal Company 01Mtbll - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 101.58	Firehouse Subs 1876 Qsr - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 133.68	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 55.78	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 58.08	Grainger - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 267.82	Hach Company - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 56.74	Hach Company - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 538.00	Hach Company - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 1,276.30	Hach Company - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 461.20	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 53.07	Hanson Chemical - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 59.99	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 35.98	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 19.92	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 46.96	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 13.98	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 59.92	Harbor Freight Tools 207 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 639.99	Heights Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 604.29	Industrial Networking Sol - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 16.18	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 105.94	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 1.17	Kings Ace Hdwe - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Water	$ 49.95	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 1.79	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 11.69	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 15.73	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 9.99	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 3.23	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 92.09	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 17.25	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 7.05	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 10.48	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 17.60	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 53.41	Kings Ace Hdwe - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 630.58	Ktool* Ktool - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 147.92	La Palmita Taqueria - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 22.98	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 147.00	Lowes #00319* - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 737.11	Maltz Sales Company Inc - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 309.09	Mesa Labs - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 94.56	Northwest Scientific Inc - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 178.24	Northwest Scientific Inc - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 9.94	Northwest Scientific Inc - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 66.66	Northwest Scientific Inc - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 1,430.15	Northwest Scientific Inc - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 1,160.37	Npc*New Pig Corp - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 22.99	Office Depot #450 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 694.68	Open Automation Software - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 471.39	Pacific Steel Branch #02 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 25.82	Pacific Steel Branch #02 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 267.40	Paypal *Genuinemark - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 947.17	Perkin Elmer - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 382.83	Perkin Elmer - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 226.00	Perkin Elmer - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 292.74	Purvis Industries 68 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	ACH	U.S. Bank	Water	$ 419.93	Purvis Industries 68 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 75.00	Pzg**Mt Dli Ebiz - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 75.00	Pzg**Mt Dli Ebiz - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 150.00	Pzg**Mt Dli Ebiz - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 150.00	Pzg**Mt Dli Ebiz - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 150.00	Pzg**Mt Dli Ebiz - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 40.00	Rdoce Bil 020112 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 95.83	Red Robin Billings - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 1,818.22	Salsbury Industries - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 104.00	Santiago'S Mexican Restau - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 72.66	Shamrock Fsw590 Billings - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 65.91	Sherwin Williams 703203 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 28.98	Shipton'S Big R West - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 768.54	Swa - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 76.49	Tfs*Fishersci Ecom Hus - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 110.11	Tst* Bw Blacksmith - 20Th - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 29.95	Ulvsinc - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 29.95	Ulvsinc - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 59.90	Ulvsinc - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 68.28	Wendys 157 - 01 - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 74.60	Www.Amazon.* Storeroom - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 26.48	Yellowstone Valley Elect - PCard
02/05/2024	ACH	U.S. Bank	Water	$ 1,221.89	Yellowstone Valley Elect - PCard
02/05/2024	868433	Universal Awards	PD Program	$ 2,831.50	Nametags and badges for uniforms.
02/05/2024	868437	Western Water Consultants	#N/A	$ 26,704.80	SID 1421 Cypress Point Prof Services Contract
02/05/2024	868440	Yellowstone Co Finance Dpt	General	$ 83,974.17	Election Charges for Municipal General Election
02/05/2024	868441	Yellowstone Co GIS	EOC 911	$ 27,500.00	911 GIS SERVICES
02/05/2024	868442	Yellowstone Co Montana	Public Safety	$ 14,596.20	Integrated Public Alert Warning System
02/05/2024	868443	YCSO	PD Program	$ 3,888.68	Overtime.
02/05/2024	868443	YCSO	PD Program	$ 6,120.00	Purchase of Evidence Information
02/05/2024	868443	YCSO	PD Program	$ 4,244.00	Reimbursement of 2022 JAG Grant Expenses qtr end
02/05/2024	868444	Yellowstone Electric Co	Public Safety	$ 4,150.00	Inv. 5150 Lighting retro with owner provided fixtures.
02/05/2024	868446	YVAS	Public Safety	$ 26,333.00	contract 1-2024

Check Date	Check	Name	Fund Name	Amount	Item Desc
02/05/2024	868448	Yellowstone Valley Tree Surgeons	Wastewater	$ 11,556.25	Tree Services Belknap
02/05/2024	868448	Yellowstone Valley Tree Surgeons	Water	$ 34,668.75	Tree Services Belknap

City Council Regular

Date:	03/11/2024
Title:	Payment of Claims for week of February 13th, 2024
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $1,956,689.06 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.

Attachments

CouncilMemowk02132024

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	868450	A-1 Landscaping & Nursery	Building	$ 221.25	Snow Plow/Removal for Jan 24; Planning
02/13/2024	868450	A-1 Landscaping & Nursery	CDBG	$ 221.25	Snow Plow/Removal for Jan 24; Planning
02/13/2024	868450	A-1 Landscaping & Nursery	Facilities	$ 2,272.50	Snow Plow/Removal for Jan 24; Operations Center
02/13/2024	868450	A-1 Landscaping & Nursery	Facilities	$ 640.00	Snow Plow/Removal for Jan 24; Stillwater Building
02/13/2024	868450	A-1 Landscaping & Nursery	Facilities	$ 1,327.50	Snow Plow/Removal for Jan 24; YVAS
02/13/2024	868450	A-1 Landscaping & Nursery	General	$ 221.25	Snow Plow/Removal for Jan 24; Planning
02/13/2024	868450	A-1 Landscaping & Nursery	Library	$ 937.50	Snow Plow/Removal for Jan 24; Library
02/13/2024	868450	A-1 Landscaping & Nursery	Library	$ 840.00	Snow Plow/Removal for Jan 24; Library
02/13/2024	868450	A-1 Landscaping & Nursery	Parking	$ 312.50	Snow Plow/Removal for Jan 24; Library
02/13/2024	868450	A-1 Landscaping & Nursery	Parking	$ 680.00	Snow Plow/Removal for Jan 24; Parking
02/13/2024	868450	A-1 Landscaping & Nursery	Parking	$ 2,720.00	Snow Plow/Removal for Jan 24; Parking
02/13/2024	868450	A-1 Landscaping & Nursery	Parking	$ 2,370.00	Snow Plow/Removal for Jan 24; Parking
02/13/2024	868450	A-1 Landscaping & Nursery	Parking	$ 3,140.00	Snow Plow/Removal for Jan 24; Parking
02/13/2024	868450	A-1 Landscaping & Nursery	Parking	$ 1,395.00	Snow Plow/Removal for Jan 24; Parking
02/13/2024	868450	A-1 Landscaping & Nursery	Planning	$ 221.25	Snow Plow/Removal for Jan 24; Planning
02/13/2024	868450	A-1 Landscaping & Nursery	Urban Renewal Prop	$ 3,030.00	Snow Plow/Removal for Jan 24; Comm Dev
02/13/2024	868455	AirSide Solutions	Airport	$ 2,884.31	Invoice #38001-01. Airfield Lighting
02/13/2024	868462	Arrow Striping & Manu	Street/Traffic	$ 71,435.00	graco roadlazer roadpak
02/13/2024	868462	Arrow Striping & Manu	Street/Traffic	$ (25,000.00)	trade in unit 1324
02/13/2024	868463	Askin Construction	Gas Tax	$ 86,576.58	Retainage Release 1
02/13/2024	868463	Askin Construction	Gas Tax	$ 33,328.44	Retainage Release 1
02/13/2024	868463	Askin Construction	Sidewalk Const	$ 16,717.18	Retainage Release 1
02/13/2024	868463	Askin Construction	St Maint Dist	$ 36,930.26	Retainage Release 1
02/13/2024	868463	Askin Construction	Water	$ 2,123.88	Retainage Release 1
02/13/2024	868463	Askin Construction	#N/A	$ 271,801.31	SID 14-21..Cypress Point; Pmt 2
02/13/2024	868470	Billings Depot	P.W. Admin	$ 15,177.22	March Rent
02/13/2024	868479	Century Link	Airport	$ 51.22	Airport Terminal Power M
02/13/2024	868479	Century Link	Airport	$ 45.66	Airport Alarm
02/13/2024	868479	Century Link	Airport	$ 53.73	Airport 1FB Line
02/13/2024	868479	Century Link	Airport	$ 83.74	Airport
02/13/2024	868479	Century Link	Airport	$ 53.73	Airport P9 Building
02/13/2024	868479	Century Link	Airport	$ 345.89	Airport -Charges for Airport phone fax alarm line
02/13/2024	868479	Century Link	Airport	$ 1,399.68	500 mbps Circuit for Wi-Fi

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	868479	Century Link	Airport	$ 38.45	Bill Date: Aug 16, 2021. QTA Phone
02/13/2024	868479	Century Link	Engineering	$ 116.88	Measured Lines Depot 50/50
02/13/2024	868479	Century Link	EOC 911	$ 45.65	911
02/13/2024	868479	Century Link	EOC 911	$ 45.65	911
02/13/2024	868479	Century Link	EOC 911	$ 311.26	9-1-1 Center Landfill #2
02/13/2024	868479	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
02/13/2024	868479	Century Link	EOC 911	$ 5,278.94	9-1-1 Center
02/13/2024	868479	Century Link	Fleet	$ 51.73	Motor Pool
02/13/2024	868479	Century Link	General	$ -	Cemetery Kenco Line
02/13/2024	868479	Century Link	General	$ 65.07	Stewart Park Batting Cages
02/13/2024	868479	Century Link	IT Resources	$ 51.22	Kenco Security Alarm IT Alarm
02/13/2024	868479	Century Link	Library	$ 190.62	Library 6 lines
02/13/2024	868479	Century Link	P.W. Admin	$ 116.87	Measured Lines Depot 50/50
02/13/2024	868479	Century Link	Park Dist 1	$ 69.43	Parks
02/13/2024	868479	Century Link	Park Dist 1	$ 51.22	Parks 3890 Stillwater
02/13/2024	868479	Century Link	Parking	$ 41.87	Park 2 Elevator Phone
02/13/2024	868479	Century Link	Parking	$ 51.22	Park 1 Elevator Phone
02/13/2024	868479	Century Link	Phone System	$ 127.08	Library 6 lines
02/13/2024	868479	Century Link	Phone System	$ 105.34	Airport Measured Lines
02/13/2024	868479	Century Link	Phone System	$ 116.02	Met Measured Lines
02/13/2024	868479	Century Link	Phone System	$ 112.82	BOC Measured Lines
02/13/2024	868479	Century Link	Phone System	$ 164.04	PUD Measured Lines
02/13/2024	868479	Century Link	Phone System	$ 2,596.65	Main System Centrex
02/13/2024	868479	Century Link	Planning	$ 51.22	Planning Traffic Central Broadwater
02/13/2024	868479	Century Link	Planning	$ 51.22	Planning Traffic Central 9th
02/13/2024	868479	Century Link	Public Safety	$ 52.67	Fire Elevator
02/13/2024	868479	Century Link	Public Safety	$ 51.22	Crime Prevention Alarm
02/13/2024	868479	Century Link	Public Safety	$ 119.32	Fire
02/13/2024	868479	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
02/13/2024	868479	Century Link	Public Safety	$ 61.60	Fire 5 911 Line
02/13/2024	868479	Century Link	Public Safety	$ 41.87	Fire Maintenance Shop
02/13/2024	868479	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
02/13/2024	868479	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	868479	Century Link	Solid Waste	$ 71.98	513B WRF-5410 31230 403450
02/13/2024	868479	Century Link	Solid Waste	$ 97.85	Solid Waste Landfill
02/13/2024	868479	Century Link	Solid Waste	$ 71.46	Landfill 9-1-1 Line
02/13/2024	868479	Century Link	Solid Waste	$ 194.66	SW Landfill
02/13/2024	868479	Century Link	Street/Traffic	$ 43.05	PW Traffic 3728 McDougall
02/13/2024	868479	Century Link	Street/Traffic	$ 52.67	PW Traffic Signal 24 Central
02/13/2024	868479	Century Link	Wastewater	$ 51.22	PUD Sahara Sand Lift Station
02/13/2024	868479	Century Link	Water	$ 39.44	PUD Alarm Water Tower
02/13/2024	868493	Cushing Terrell	Stillwater Const	$ 3,216.02	Stillwater Building Window Water Testing
02/13/2024	868496	Dakota Supply Group	Water	$ 222.82	10" CLAY X PVC BANDED COUPLING 02-1010ARC
02/13/2024	868496	Dakota Supply Group	Water	$ 259.72	10" PLASTIC SEWER PIPE - PVCWIBS
02/13/2024	868496	Dakota Supply Group	Water	$ 985.50	12" X 15" SH CI-FC REPAIR CLAMP - F1-1350 X 15-SH
02/13/2024	868496	Dakota Supply Group	Water	$ 9,993.88	3/4" METER LOOPS AKA YOKE - (7433MM33471)
02/13/2024	868496	Dakota Supply Group	Water	$ 4,326.98	6' 6" BURY FIRE HYD 10"BO P/N: 364250
02/13/2024	868496	Dakota Supply Group	Water	$ 2,131.43	6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH
02/13/2024	868496	Dakota Supply Group	Water	$ 1,451.16	6" X 20" CI FC CLAMP - F1-724 X 20 X SH
02/13/2024	868496	Dakota Supply Group	Water	$ 934.97	6" X 20" CI FC CLAMP - F1-724 X 20 X SH
02/13/2024	868496	Dakota Supply Group	Water	$ 459.61	6" X 30" CI-FC REPAIR CLAMP - F1-724 X 30 -SH
02/13/2024	868496	Dakota Supply Group	Water	$ 676.46	8" X 20" CI-FC REPAIR CLAMP - F1-939 X20-SH
02/13/2024	868496	Dakota Supply Group	Water	$ 2,013.54	WATEROUS 5-1/4" WB67 TRAFFIC REPAIR KIT (K528)
02/13/2024	868499	Denny Menholt Chevrolet	Property Ins	$ 6,723.80	Inv. 455685 Repairs to BPD Car 1447 #2023-121
02/13/2024	868499	Denny Menholt Chevrolet	Property Ins	$ 5,061.01	Inv. 458831BPD Car 1409 #2023-143
02/13/2024	868501	Desert Mountain	Street/Traffic	$ 4,796.42	ice slicer
02/13/2024	868505	DOWL	Storm Sewer	$ 3,913.75	WO 20-24 West End Storm System Improvements
02/13/2024	868505	DOWL	Storm Sewer	$ 12,788.75	WO 24-22 Arnold Drain Capacity Analysis
02/13/2024	868505	DOWL	Water	$ 44,998.75	WO 22-44 Zone 1 Water Storage Improvements
02/13/2024	868506	Downtown Billings BID	Downtown BID	$ 3,224.85	BID Assessments Paid January Distributed Feb 2024
02/13/2024	868508	Duncan Parking Tech	Parking	$ 75.60	BLANK UID KEYS
02/13/2024	868508	Duncan Parking Tech	Parking	$ 136.92	CC TRANSACTION FEE JANUARY 2024
02/13/2024	868508	Duncan Parking Tech	Parking	$ 390.00	DOME NEXT GEN
02/13/2024	868508	Duncan Parking Tech	Parking	$ 242.00	FREIGHT
02/13/2024	868508	Duncan Parking Tech	Parking	$ 1,281.50	LIBERTY METER PEMS FEBRUARY 2024
02/13/2024	868508	Duncan Parking Tech	Parking	$ 2,310.00	LIBERTY NEXT GEN SSM MAGSTRIP+SMART

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02/13/2024	868508	Duncan Parking Tech	Parking	$ 576.00	LIBERTY ZINC MOD DOME RETAINER AND GASKET
02/13/2024	868509	EBMS	City Ins Fund	$ 675.00	EBMS February 2024
02/13/2024	868509	EBMS	City Ins Fund	$ 36,458.48	EBMS February 2024
02/13/2024	868509	EBMS	City Ins Fund	$ 71,833.79	EBMS February 2024
02/13/2024	868509	EBMS	City Ins Fund	$ 1,305.50	EBMS February 2024
02/13/2024	868509	EBMS	City Ins Fund	$ 1,878.00	EBMS February 2024
02/13/2024	868509	EBMS	City Ins Fund	$ 6,261.97	EBMS February 2024
02/13/2024	868509	EBMS	City Ins Fund	$ 840.00	March 1, 2024
02/13/2024	868509	EBMS	City Ins Fund	$ 36,565.14	March 1, 2024
02/13/2024	868509	EBMS	City Ins Fund	$ 71,676.90	March 1, 2024
02/13/2024	868509	EBMS	City Ins Fund	$ 1,312.50	March 1, 2024
02/13/2024	868509	EBMS	City Ins Fund	$ 6,279.84	March 1, 2024
02/13/2024	868509	EBMS	Payroll Clearing	$ 12,723.25	EBMS February 2024
02/13/2024	868509	EBMS	Payroll Clearing	$ 12,672.31	March 1, 2024
02/13/2024	868510	Ecoverse Industries	Solid Waste	$ 6.18	P13/2351 - BOLT
02/13/2024	868510	Ecoverse Industries	Solid Waste	$ 21,658.18	P13/2351 - COMB BAR T9
02/13/2024	868510	Ecoverse Industries	Solid Waste	$ (7,069.13)	P13/2351 - DIFFERENCE/DISCOUNT ?
02/13/2024	868510	Ecoverse Industries	Solid Waste	$ 527.55	P13/2351 - DILATAION SLEEVE
02/13/2024	868510	Ecoverse Industries	Solid Waste	$ 5,689.97	P13/2351 - HOPPER WEDGE
02/13/2024	868510	Ecoverse Industries	Solid Waste	$ 62.40	P13/2351 - METAL SHEET
02/13/2024	868510	Ecoverse Industries	Solid Waste	$ 217.25	P13/2351 - SCREW
02/13/2024	868510	Ecoverse Industries	Solid Waste	$ 2,050.56	P13/2351 - SHIPPING/HANDLING
02/13/2024	868510	Ecoverse Industries	Solid Waste	$ 114.95	P13/2351 - WASHER
02/13/2024	ACH	Eldorado National California	Transit	$ 137.12	Throttle Position Sensor
02/13/2024	ACH	Eldorado National California	Transit	$ 2,037.98	Repair Parts Unit 1830. W/O 2024-566
02/13/2024	ACH	Eldorado National California	Transit	$ 162.94	Repair Parts Unit 1830. W/O 2024-566
02/13/2024	ACH	Eldorado National California	Transit	$ 225.38	Repair Parts Unit 1830. W/O 2024-566
02/13/2024	ACH	Eldorado National California	Transit	$ 54.05	Repair Parts Unit 1830. W/O 2024-566
02/13/2024	ACH	Eldorado National California	Transit	$ 176.86	Repair Parts Unit 1830. W/O 2024-566
02/13/2024	ACH	Eldorado National California	Transit	$ 176.86	Repair Parts Unit 1830. W/O 2024-566
02/13/2024	ACH	Eldorado National California	Transit	$ 54.05	Repair Parts Unit 1830. W/O 2024-566
02/13/2024	ACH	Eldorado National California	Transit	$ 650.19	Repair Parts Unit 1830. WO 2024-566
02/13/2024	ACH	Eldorado National California	Transit	$ 602.83	Shipping Repair Parts Unit 1830. W/O 2024-566

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	ACH	Eldorado National California	Transit	$ 889.92	Unit #1840_Battery Equalizer
02/13/2024	ACH	Eldorado National California	Transit	$ 13.94	Unit #1840_Shipping
02/13/2024	ACH	Eldorado National California	Transit	$ 162.94	Unit #1831_C/S Bumper Bracket
02/13/2024	ACH	Eldorado National California	Transit	$ 20.51	Unit #1831_shipping
02/13/2024	ACH	Eldorado National California	Transit	$ 374.07	Unit #1830_Shipping
02/13/2024	ACH	Eldorado National California	Transit	$ 374.07	Unit #1831_Shipping
02/13/2024	ACH	Eldorado National California	Transit	$ 790.88	Windshields
02/13/2024	ACH	Eldorado National California	Transit	$ 101.22	R/S Corner Glass Unit 1831. W/O 2024-458
02/13/2024	ACH	Eldorado National California	Transit	$ 14.34	Shipping R/S Corner Glass Unit 1831. W/O 2024-458
02/13/2024	868513	Empire Garage Owner's	Parking	$ 8,699.59	CITY OF BILLINGS JANUARY ASSESSMENT
02/13/2024	ACH	Galles Filter Service	Fleet	$ 23.38	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 5.32	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 11.43	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 5.81	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 3.60	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 12.78	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 97.48	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 46.44	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 14.40	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 5.84	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 33.06	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 23.79	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 24.58	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 68.50	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 21.60	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 48.44	P1-28493-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 7.32	P1-28561-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 23.79	P1-28561-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 30.25	P1-28561-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 87.84	P1-28561-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 4.27	P1-28561-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 215.12	P1-28584
02/13/2024	ACH	Galles Filter Service	Fleet	$ 137.36	P1-28584

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	ACH	Galles Filter Service	Fleet	$ 22.56	P1-28642-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 23.38	P1-28642-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 11.88	P1-28642-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 7.20	P1-28642-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 66.12	P1-28642-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 15.86	P1-28642-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 30.25	P1-28642-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 27.96	P1-28642-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 8.20	P1-28642-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 3.80	P1-28642-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 3.60	P1-28681-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 157.08	P1-28681-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 43.92	P1-28681-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 186.24	P1-28681-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 22.04	P1-28681-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 30.25	P1-28681-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 18.80	P1-28681-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 34.67	P1-28829.01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 29.16	P1-28829.01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 3.95	P1-28836-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 15.04	P1-28836-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 55.10	P1-28836-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 39.65	P1-28836-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 6.09	P1-28836-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 3.44	P1-28836-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 8.20	P1-28916-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 43.92	P1-28916-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 39.65	P1-28916-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 13.98	P1-28916-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 24.58	P1-28916-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 23.79	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 107.56	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 5.32	P1-29052-01

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	ACH	Galles Filter Service	Fleet	$ 353.96	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 30.25	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 4.86	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 18.80	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 66.12	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 7.28	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 3.60	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 12.68	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 3.95	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 68.50	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 87.84	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 186.24	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Fleet	$ 157.08	P1-29052-01
02/13/2024	ACH	Galles Filter Service	Solid Waste	$ (9.90)	Credit for invoice P1-28490-01. Filter returned
02/13/2024	ACH	Galles Filter Service	Solid Waste	$ 9.90	Filter for sprayer. (incorrect filter). Landfill.
02/13/2024	ACH	Galles Filter Service	Solid Waste	$ 26.76	Filter for sprayer. Landfill.
02/13/2024	ACH	Galles Filter Service	Solid Waste	$ 467.86	Inner Air Filter & Outer Air Filter
02/13/2024	ACH	Galles Filter Service	Solid Waste	$ 408.92	Outer & Inner Air Element & Cab Air Element
02/13/2024	ACH	Galles Filter Service	Solid Waste	$ 425.04	Outer Air Element: RS3700 - 1; RS3512 - 1
02/13/2024	ACH	Galles Filter Service	Wastewater	$ 150.01	Battery for unit #7954
02/13/2024	ACH	Galles Filter Service	Wastewater	$ 90.60	Diesel Fuel Additive
02/13/2024	ACH	Galles Filter Service	Water	$ 90.60	Diesel Fuel Additive
02/13/2024	ACH	Galles Filter Service	Water	$ 50.79	oil filter for Generator
02/13/2024	ACH	Galles Filter Service	Water	$ 421.77	U-11668 - DEK-1131MF- UNIT #7916
02/13/2024	868522	Hach Company	Water	$ 2,593.00	REAGENT SET CHLORINE FREE CL17 - SIRR PLAN
02/13/2024	868524	Harris Systems USA	Building	$ 88,476.00	City View Software purchase
02/13/2024	ACH	HDR	Engineering	$ 713.02	WO 20-33 Public Works GIS Services,; Pmt 48
02/13/2024	ACH	HDR	Light Maint	$ 184.55	WO 20-33 Public Works GIS Services,; Pmt 48
02/13/2024	ACH	HDR	P.W. Admin	$ 2,036.31	WO 20-33 Public Works GIS Services,; Pmt 48
02/13/2024	ACH	HDR	Solid Waste	$ 830.46	WO 20-33 Public Works GIS Services, Pmt 48
02/13/2024	ACH	HDR	Storm Sewer	$ 2,269.08	WO 20-33 Public Works GIS Services, Pmt 48
02/13/2024	ACH	HDR	Street/Traffic	$ 2,795.46	WO 20-33 Public Works GIS Services, Pmt 48
02/13/2024	ACH	HDR	Wastewater	$ 3,053.41	WO 20-33 Public Works GIS Services,; Payment 48

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	ACH	HDR	Water	$ 9,088.93	WO 20-33 Public Works GIS Services,; Payment 48
02/13/2024	868535	Iaff	Payroll Clearing	$ 5,865.52	Payroll Summary
02/13/2024	868536	Insight Public Sector	Airport	$ 424.10	Annual Adobe Renewal thru 2/27/2025 -Airport
02/13/2024	868536	Insight Public Sector	Building	$ 163.34	Annual Adobe Renewal thru 2/27/2025 -Building
02/13/2024	868536	Insight Public Sector	Building	$ 137.58	UAG Rugged case for pro 8/ Credit for Pro 7, credit
02/13/2024	868536	Insight Public Sector	Building	$ (135.74)	UAG Rugged case for pro 8/ Credit for Pro 7, credit
02/13/2024	868536	Insight Public Sector	Building	$ (94.76)	UAG Rugged case for pro 8/ Credit for Pro 7, credit
02/13/2024	868536	Insight Public Sector	General	$ 424.10	Annual Adobe Renewal thru 2/27/2025 -Code Enf
02/13/2024	868536	Insight Public Sector	General	$ 521.52	Annual Adobe Renewal thru 2/27/2025 -Finance
02/13/2024	868536	Insight Public Sector	General	$ 2,346.84	Annual Adobe Renewal thru 2/27/2025 -Legal
02/13/2024	868536	Insight Public Sector	General	$ (6.68)	Credit on Surface Shipping charges PO#24-000185
02/13/2024	868536	Insight Public Sector	IT Resources	$ 1,720.78	Annual Adobe Renewal thru 2/27/2025 -IT
02/13/2024	868536	Insight Public Sector	Library	$ 260.76	Annual Adobe Renewal thru 2/27/2025 -Library
02/13/2024	868536	Insight Public Sector	P.W. Admin	$ 521.52	Annual Adobe Renewal thru 2/27/2025 -PUD
02/13/2024	868536	Insight Public Sector	Park Dist 1	$ 521.52	Annual Adobe Renewal thru 2/27/2025 -Parks
02/13/2024	868536	Insight Public Sector	Planning	$ 260.76	Annual Adobe Renewal thru 2/27/2025 -Planning
02/13/2024	868536	Insight Public Sector	Public Safety	$ 260.76	Adobe Pro Renewal thru 2/27/2025 -J. Tinnes -Fire
02/13/2024	868536	Insight Public Sector	Public Safety	$ 260.76	Annual Adobe Renewal thru 2/27/2025
02/13/2024	868536	Insight Public Sector	Public Safety	$ 2,501.80	Annual Adobe Renewal thru 2/27/2025 -Police
02/13/2024	868536	Insight Public Sector	Solid Waste	$ 260.76	Annual Adobe Renewal thru 2/27/2025 -SW
02/13/2024	868540	Interstate Power Systems	Solid Waste	$ 3,368.91	R007060022.01 - CONTROL MODULE
02/13/2024	868534	I-State Truck	Fleet	$ 82.26	C251369116.01
02/13/2024	868534	I-State Truck	Fleet	$ 50.00	C251369116.01
02/13/2024	868534	I-State Truck	Fleet	$ 400.00	C251369116.01
02/13/2024	868534	I-State Truck	Fleet	$ 966.63	C251369635.01
02/13/2024	868534	I-State Truck	Fleet	$ 40.00	C251369635.01
02/13/2024	868534	I-State Truck	Fleet	$ 102.00	C251369827.01
02/13/2024	868534	I-State Truck	Fleet	$ 74.88	C251369827.01
02/13/2024	868534	I-State Truck	Fleet	$ 64.49	C251370015.01
02/13/2024	868534	I-State Truck	Library	$ 1,917.37	R251084415.01 - ASSES AND REPAIR
02/13/2024	868544	Johnson Laffen Galloway Arch	Stillwater Const	$ 51,464.12	Professional Services for period ending Jan 24
02/13/2024	868554	Knife River	Street/Traffic	$ 6,120.75	sand/salt material
02/13/2024	ACH	Kois Brothers	Fleet	$ 238.80	131635

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02/13/2024	ACH	Kois Brothers	Fleet	$ 107.18	131659
02/13/2024	ACH	Kois Brothers	Fleet	$ 745.76	131659
02/13/2024	ACH	Kois Brothers	Fleet	$ 295.83	131680
02/13/2024	ACH	Kois Brothers	Fleet	$ 343.82	131691
02/13/2024	ACH	Kois Brothers	Fleet	$ 50.48	131745
02/13/2024	ACH	Kois Brothers	Street/Traffic	$ 1,273.80	inv#131526cutting edges for pickup plows
02/13/2024	868559	Land Design	Park Dist 1	$ 3,940.50	master plan for cottonwood park-016781
02/13/2024	868559	Land Design	Park Dist 1	$ 2,026.50	phase II of poly vista
02/13/2024	868562	MARKETING SPECIALTIES	Solid Waste	$ 27,876.05	Refund...Marketing Specialties..Acct # 247224
02/13/2024	868573	Montana CSED	Payroll Clearing	$ 5,501.85	Payroll Summary
02/13/2024	868576	MFPE	Payroll Clearing	$ 2,898.72	Payroll Summary
02/13/2024	868577	MT Municipal Interlocal	Property Ins	$ 45,422.48	Inv. DR1005528 Jan 2024 Liability Self Insurance
02/13/2024	868580	MSFA	Payroll Clearing	$ 5,562.58	Payroll Summary
02/13/2024	868581	Morrison Maierle	Water	$ 2,414.00	WO 23-39 Grand Ave Waterline Replacement Zone 4
02/13/2024	868581	Morrison Maierle	Water	$ 1,874.00	WO 24-24 Voelker Pump Station PRV
02/13/2024	868583	Motorola Solutions	PD Program	$ 5,975.00	Car Batteries, USB Docks for patrol cars.
02/13/2024	868585	MPPA	Payroll Clearing	$ 4,006.52	Payroll Summary
02/07/2024	868449	MT Dept of Rev-CGR2	Airport	$ 4,469.00	AIP-77 Terminal Expansion (GMP) - Federal
02/07/2024	868449	MT Dept of Rev-CGR2	Airport	$ 420.08	AIP-77 Terminal Expansion (GMP) - Inel. Local
02/07/2024	868449	MT Dept of Rev-CGR2	Airport	$ 496.55	AIP-77 Terminal Expansion (GMP) - Local
02/07/2024	868449	MT Dept of Rev-CGR2	Airport	$ 6,808.43	Eight Passenger Boarding Bridges - Local
02/07/2024	868449	MT Dept of Rev-CGR2	Airport	$ 1,164.78	Retainage Release
02/13/2024	868586	MT Dept of Rev-CGR2	Airport	$ 36.26	Retainage Release
02/13/2024	868586	MT Dept of Rev-CGR2	Airport	$ 205.20	Retainage Release
02/13/2024	868586	MT Dept of Rev-CGR2	Airport	$ 2,672.91	Retainage Release
02/13/2024	868586	MT Dept of Rev-CGR2	Airport	$ 800.00	Retainage Release
02/13/2024	868586	MT Dept of Rev-CGR2	Facilities	$ 50.50	Inv. 1411 January 2024 Monthly Billing
02/13/2024	868586	MT Dept of Rev-CGR2	Gas Tax	$ 336.77	WO 22-07 Askin Const..Retainage Release 1
02/13/2024	868586	MT Dept of Rev-CGR2	Gas Tax	$ 874.51	WO 22-07 Askin Const..Retainage Release 1
02/07/2024	868449	MT Dept of Rev-CGR2	Gas Tax	$ 311.77	WO 22-07 Mullowney Lane Improvements
02/07/2024	868449	MT Dept of Rev-CGR2	Public Safety	$ 628.05	Provide and install roof top HVAC unit
02/07/2024	868449	MT Dept of Rev-CGR2	Public Safety	$ 269.79	Pay App #1 Fire Station 1-8 Access Control
02/07/2024	868449	MT Dept of Rev-CGR2	Public Safety	$ 375.55	Pay App #2 Fire Station 1-8 Access Control

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/07/2024	868449	MT Dept of Rev-CGR2	SID Const	$ 268.75	SID 1419 Charles Street Council Action; Payment 7
02/13/2024	868586	MT Dept of Rev-CGR2	Sidewalk Const	$ 168.73	WO 22-07 Askin Const..Retainage Release 1
02/07/2024	868449	MT Dept of Rev-CGR2	St Maint Dist	$ 15.00	SID 1419 Charles Street Council Action; Pmt 7 F
02/13/2024	868586	MT Dept of Rev-CGR2	St Maint Dist	$ 373.03	WO 22-07 Askin Const..Retainage Release 1
02/13/2024	868586	MT Dept of Rev-CGR2	Storm Sewer	$ 78.21	change order #1
02/13/2024	868586	MT Dept of Rev-CGR2	Storm Sewer	$ -	WO 22-25 CCTV City Storm Drain
02/07/2024	868449	MT Dept of Rev-CGR2	Water	$ 1,532.11	WO 19-12 West End Reservoir Project; Payment 1
02/13/2024	868586	MT Dept of Rev-CGR2	Water	$ 21.45	WO 22-07 Askin Const..Retainage Release 1
02/07/2024	868449	MT Dept of Rev-CGR2	Water	$ 493.80	WO 23-01 Southgate '23 Water Main Replace
02/07/2024	868449	MT Dept of Rev-CGR2	Water	$ 77.50	WO 23-43 Water Service Repairs; Payment 8
02/13/2024	868586	MT Dept of Rev-CGR2	#N/A	$ 2,745.46	SID 14-21..Cypess Point; Pmt 2
02/13/2024	ACH	NorMont	Street/Traffic	$ 20,520.00	trailer mounted solar powered message board
02/13/2024	868590	North Coast Electric	Street/Traffic	$ 1,557.24	S012677596.001
02/13/2024	868590	North Coast Electric	Street/Traffic	$ 2,083.20	S013180623.001
02/13/2024	868590	North Coast Electric	Street/Traffic	$ 19.70	S013180633.002
02/13/2024	868590	North Coast Electric	Street/Traffic	$ 979.60	S013180633.002
02/13/2024	868590	North Coast Electric	Street/Traffic	$ 267.80	S013209542.001
02/13/2024	868590	North Coast Electric	Street/Traffic	$ 361.79	S013212513.001
02/13/2024	868591	NorthWestern Energy	Airport	$ 13.38	0712534-7. Gate 16 Light. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 144.32	0712535-4. Employee Parking. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 42.48	0712791-3. Gate 16. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 38.99	0712795-4. Gate 17. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 56.87	0712797-0. Gate 9. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 17.37	0712805-1. IP-10. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 7.74	0712813-5. Burn Pit. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 56.87	0719759-3. Gate 12. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 94.40	0719760-1. Gate 14. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 54.72	0719761-9. Gate 15. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 47.52	0719762-7. Gate 13. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 44.93	0720296-3. Gate 29. January 2024
02/13/2024	868591	NorthWestern Energy	Airport	$ 38.36	2114868-9. Runway Weather System. January 2024
02/13/2024	868591	NorthWestern Energy	General	$ 195.84	0712539-6
02/13/2024	868591	NorthWestern Energy	General	$ 79.78	0720841-6

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	868591	NorthWestern Energy	General	$ 12.37	1635289-0
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.13	0722253-2
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 189.61	0722256-5
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.00	0722258-1
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 13.02	0722259-9
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 9.01	0722272-2
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 222.79	0722273-0
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 9.39	0722274-8
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 89.65	0722275-5
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 30.00	0722277-1
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 30.58	0722278-9
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 13.38	0722279-7
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.13	0722280-5
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.13	0722281-3
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.13	0722283-9
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.13	0722284-7
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 13.38	0722808-3
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 7.87	0722852-1
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 8.61	0722862-0
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 69.11	0722901-6
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.43	0722976-8
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 1,269.02	0722995-8
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 80.96	0723005-5
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.13	0723025-3
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ -	0723039-4
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.00	0723049-3
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 19.87	0723064-2
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 19.87	0723065-9
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 4.21	0723391-9
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 126.48	0723884-3
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 19.87	0723887-6
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 12.55	0793134-8

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 7.44	0920801-8
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 30.80	0978917-3
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 44.18	0999807-1
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.13	1156527-2
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 164.06	1160780-1
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.43	1230066-1
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ -	1409394-2
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 1.31	1692666-9
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.73	1902257-3
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 12.07	3020837-5
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 6.00	3477233-5
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 93.79	3771457-3
02/13/2024	868591	NorthWestern Energy	Park Dist 1	$ 35.41	3999603-8
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.01	0722272-2
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.13	0723384-4
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.00	0723385-1
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.00	0723386-9
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.00	0723387-7
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.00	0723388-5
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 2.81	0723391-9
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 0.91	0723392-7
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 7.18	0723393-5
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.13	0723394-3
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.13	0723395-0
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.13	0723396-8
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.13	0723397-6
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.13	0723398-4
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.13	0723835-5
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 8.61	0723836-3
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.29	0723840-5
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 15.12	0723879-3
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 6.73	0723883-5

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 0.91	0723885-0
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 1.31	0971824-8
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 0.52	1045813-1
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 0.92	1312707-1
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ -	1396192-5
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ -	1513796-1
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 33.97	1513800-1
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 10.92	1513802-7
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 11.04	1513804-3
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 7.16	1564209-3
02/13/2024	868591	NorthWestern Energy	Parks Maint	$ 0.80	2041362-1
02/13/2024	868591	NorthWestern Energy	Public Safety	$ 33.52	0712532-1
02/13/2024	868591	NorthWestern Energy	Public Safety	$ 1,470.85	1183483-5
02/13/2024	868591	NorthWestern Energy	Public Safety	$ 97.34	4045328-4
02/13/2024	868591	NorthWestern Energy	Radio	$ 205.49	1006915-1
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 8.00	0855404-0
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 0.66	1045820-6
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 196.72	1738989-1
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 1.81	1797828-9
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 7.16	2047000-1
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 8.02	2047007-6
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 8.45	2047010-0
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 7.74	2047011-8
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 7.16	2047013-4
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 7.87	2047017-5
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 7.87	2047018-3
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 7.87	2047019-1
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 106.65	3648861-7
02/13/2024	868591	NorthWestern Energy	Street/Traffic	$ 7.74	3660075-7
02/13/2024	868591	NorthWestern Energy	Wastewater	$ 260.17	0723878-5
02/13/2024	868591	NorthWestern Energy	Wastewater	$ 21.13	1704025-4
02/13/2024	868591	NorthWestern Energy	Wastewater	$ 129.20	1704030-4
02/13/2024	868591	NorthWestern Energy	Water	$ 710.19	0100478-7

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	868600	Performance Engin & Consult	Storm Sewer	$ 26,723.51	Bitterroot Dr & Wicks Ln Corridor Drainage Improv
02/13/2024	868604	Pride of Montana	Facilities	$ 2,569.77	General cleaning of the Stillwater Building Jan 24
02/13/2024	868605	Public Utilities	Airport	$ 7,729.19	12/21/23 - 1/22/24 Water
02/13/2024	868605	Public Utilities	Airport	$ 83.65	250828-Alpine Air-Maintenance
02/13/2024	868605	Public Utilities	Airport	$ 116.81	250831-Zone Dispatch-IP6 & IP7
02/13/2024	868605	Public Utilities	Airport	$ 58.00	250832-Corp Air/Alpine
02/13/2024	868605	Public Utilities	Airport	$ 208.32	250834-QTA
02/13/2024	868605	Public Utilities	Airport	$ 104.16	250836-West End T-Hangars
02/13/2024	868605	Public Utilities	Airport	$ 141.65	250840-Edwards Jet Center West
02/13/2024	868605	Public Utilities	Airport	$ 109.02	250842-Executive Hangars
02/13/2024	868605	Public Utilities	Airport	$ 7.79	250842-Executive Hangars USDA APHIS
02/13/2024	868605	Public Utilities	Airport	$ 176.15	250843-Airfield Maintenance Compactor
02/13/2024	868605	Public Utilities	Airport	$ 140.92	250845-Airfield Maintenance
02/13/2024	868605	Public Utilities	Airport	$ 366.14	250847-UPS Gate 21
02/13/2024	868605	Public Utilities	Airport	$ 116.00	250848-Edwards Jet Center 1871 Aviation Place
02/13/2024	868605	Public Utilities	Airport	$ 116.81	250849-Rocky Mountain College-EJC
02/13/2024	868605	Public Utilities	Airport	$ 141.65	250850-US Postal Service Gate 15
02/13/2024	868605	Public Utilities	Airport	$ 166.22	250851-Edwards Jet Center 1691 Aviation Place
02/13/2024	868605	Public Utilities	Airport	$ 83.11	250853-Aerotronics
02/13/2024	868605	Public Utilities	Airport	$ 141.65	250854-Marchi Hangar
02/13/2024	868605	Public Utilities	Airport	$ 70.88	250855-Marchi Office
02/13/2024	868605	Public Utilities	Airport	$ 116.81	250857-MT State Lands DEQ/DNRC
02/13/2024	868605	Public Utilities	Airport	$ 116.81	250858-Billings Fire Center-BLM
02/13/2024	868605	Public Utilities	Airport	$ 58.00	250859-TSA
02/13/2024	868605	Public Utilities	Facilities	$ 886.86	158260
02/13/2024	868605	Public Utilities	Park Dist 1	$ 116.81	255552
02/13/2024	868605	Public Utilities	Solid Waste	$ 13.10	273983
02/13/2024	868607	Ratco	Park Dist 1	$ 9,896.00	utility box for truck #3604-130291
02/13/2024	868608	Reliable Mech & Controls	Facilities	$ 4,999.50	Inv. 1411 January 2024 Monthly Billing
02/13/2024	868612	Rocky Mtn Compost	Park Dist 1	$ 3,770.00	playground chips for zone 2 - 25842
02/13/2024	868612	Rocky Mtn Compost	Parks Maint	$ 165.00	mulch for montana avenue - 25879
02/13/2024	868613	Rocky Mtn Health Network	City Ins Fund	$ 8,000.00	Feb 24 Healthy Is Wellness and Health Behavior
02/13/2024	868617	Sanderson Stewart	Tax Incrmnt S	$ 13,210.50	WO 21-42 SBURA Streets improvements

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	868619	Sea-Western	Public Safety	$ 1,555.48	SCOTT 201215-07 & 201215-08 & 201215-09
02/13/2024	868619	Sea-Western	Public Safety	$ 532.92	SCOTT 31002085 RELIEF VALE 5.5
02/13/2024	868619	Sea-Western	Public Safety	$ 3,098.40	SCOTT 805783-02 ASSY, NXG CYLINDER VALVE
02/13/2024	868624	Sletten Construction	Airport	$ 79,200.00	Retainage Release
02/13/2024	868624	Sletten Construction	Airport	$ 3,590.01	Retainage Release
02/13/2024	868624	Sletten Construction	Airport	$ 20,315.89	Retainage Release
02/13/2024	868624	Sletten Construction	Airport	$ 264,618.08	Retainage Release
02/13/2024	868625	Solid Waste Systems	Fleet	$ 1,300.16	0165416-IN
02/13/2024	868625	Solid Waste Systems	Fleet	$ 843.77	0165420-IN
02/13/2024	868625	Solid Waste Systems	Fleet	$ 524.04	0165420-IN
02/13/2024	868625	Solid Waste Systems	Fleet	$ 337.26	614653
02/13/2024	868625	Solid Waste Systems	Fleet	$ 6,875.04	614653
02/13/2024	868625	Solid Waste Systems	Fleet	$ 7.20	65416
02/13/2024	868625	Solid Waste Systems	Fleet	$ 27.00	65416
02/13/2024	868625	Solid Waste Systems	Fleet	$ 734.30	65416
02/13/2024	868625	Solid Waste Systems	Fleet	$ 7.20	65420
02/13/2024	868625	Solid Waste Systems	Fleet	$ 7.20	65420
02/13/2024	868626	St V's Occupational Health	Airport	$ 95.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	Airport	$ 95.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	City Ins Fund	$ 950.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	Fleet	$ 95.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	General	$ 2,655.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	Public Safety	$ 50.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	Solid Waste	$ 480.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	Solid Waste	$ 50.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	Street/Traffic	$ 240.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	Transit	$ 95.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	Wastewater	$ 95.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	Water	$ 45.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868626	St V's Occupational Health	Water	$ 95.00	Drug Tests/Nursing/DOT Physicals/Hep B Vaccine
02/13/2024	868627	Steiner Thuesen	Park Dist 1	$ 30,536.20	TENNIS COURTS AT PIONEER PARK-Jan 24
02/13/2024	868635	Tetra Tech	Solid Waste	$ 6,068.87	surface emission/groundH20- monitor & report
02/13/2024	ACH	Town & Co Supply	Airport	$ 22,304.00	Invoice #441980. Car Rental Fuel.

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/13/2024	ACH	Town & Co Supply	Airport	$ 8,804.07	Invoice #442410. Unleaded for Operations
02/13/2024	ACH	Town & Co Supply	Airport	$ 3,163.90	Invoice #442502. Premium Unleaded Operations
02/13/2024	ACH	Town & Co Supply	Solid Waste	$ 12,550.86	440839
02/13/2024	ACH	Town & Co Supply	Solid Waste	$ 6,527.22	440839
02/13/2024	868642	Tru Pipe	Storm Sewer	$ 7,743.19	change order #1
02/13/2024	868642	Tru Pipe	Storm Sewer	$ -	WO2225 CCTV City Storm Drain Contract
02/13/2024	868643	Tyler Tech	EOC 911	$ 2,480.00	CAD CFS Interface and Installation -Fire
02/13/2024	868643	Tyler Tech	EOC 911	$ 28,000.00	CAD CFS Interface and Installation -Fire
02/13/2024	868643	Tyler Tech	EOC 911	$ 16,450.00	Fire Encoder Interface and installation
02/13/2024	868650	White Cap Supply Holdings II	Airport	$ 7,390.00	Invoice #50025205003. Crack Seal Material
02/13/2024	868653	Yellowstone County GIS	IT Resources	$ 8,925.00	Yellowstone County GIS MOU Quarterly Invoice

City Council Regular

Date:	03/11/2024
Title:	Public Hearing and Resolution to rescind Resolution 90-16317, exempting property within Hogan Homestead Subdivision from storm assessments
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council rescind and repeal Resolution No. 90-16317 exempting the property located within Hogan Homestead Subdivision from storm sewer assessments.

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

On June 11, 1990, Council passed and approved Resolution No. 90-16317. This resolution exempted all property within Hogan Homestead Subdivision from storm sewer assessments as at that time, Hogan Homestead Subdivision did not discharge storm water into the City's storm sewer system. However, Hogan Homestead Subdivision currently discharges storm water into Hogan Slough. The City has maintenance responsibility for Hogan's Slough. In addition, the stormwater fee that is charged to all properties within the City is based on the stormwater system being an integral part of the street system. Streets cannot function effectively without a storm drain system whether that be pipes, swales, or otherwise, and so all properties are assessed regardless of their particular property discharge. Therefore, staff is recommending that Council rescind and repeal the 1990 resolution and begin charging properties within Hogan Homestead Subdivision for storm sewer effective July 1, 2024.

A map of Hogan Homestead Subdivision is attached as well as a list of current property owners. The public hearing was advertised in the Yellowstone County News on March 1 and March 8, 2024. Additionally, a letter was mailed to all property owners within Hogan Homestead Subdivision to notify them of the public hearing regarding the repeal of the resolution exempting these properties from storm fees.

ALTERNATIVES

City Council may:

- Approve rescinding and repealing Resolution No. 16317; or,
- Not approve the Resolution and continue exempting properties within Hogan Homestead Subdivision from storm assessments.

FISCAL EFFECTS

All properties within Homestead Hogan Subdivision are zoned Corridor Mixed-Use 2 and the total square footage of the 47 properties is 4,725,001 square feet. At current storm sewer fee rates and current rate methodology using square footage and zoning, the total annual revenue generated from Hogan Homestead Subdivision would be $64,964 if these properties were no longer exempted from storm fees. The average storm fee would be $1,382.21 and the median is $932.64. The largest property in the Subdivision (635,723 square feet) would be charged $8,740.56 annually.

Attachments

1990 Resolution
Resolution to Repeal 1990 Resolution
Hogan Homestead Subdivision Exhibit
Hogan Homestead Subdivision Property Owners

RECEIVED
JUN 26 1990
ENGINEERING DIV

RESOLUTION NO. 90- 16317

A RESOLUTION OF THE CITY OF BILLINGS EXEMPTING THE PROPERTY LOCATED WITHIN HOGAN HOMESTEAD SUBDIVISION FROM STORM SEWER ASSESSMENTS.

WHEREAS, Hogan Homestead Subdivision does not discharge storm water into the City's storm sewer system; and

WHEREAS, Hogan Homestead Subdivision has an internal storm drainage system which is operated and maintained by and at the expense of the property owners of Hogan Homestead Subdivision; and

WHEREAS, the City currently incurs no annual cost of maintenance, capital replacement, or any other activities related to the storm drainage in this Subdivision; and

WHEREAS, pursuant to Section 22-804(e) of the Billings City Code, the City Council can adjust storm sewer charges for premises during the period of continuance of special circumstances which make the standard charges unfair, inequitable, unreasonable or inadequate; and

WHEREAS, under the aforementioned circumstances it would be unfair and inequitable to assess storm drainage charges to the properties in Hogan Homestead Subdivision at this time.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

That the properties located within Hogan Homestead Subdivision are exempt from storm sewer assessments. This exemption will continue until terminated by City Council.

PASSED by the City Council and APPROVED this 11th day of June, 1990.

CITY OF BILLINGS

SEAL

By Marion L Dozier
Mayor

ATTEST:

Marita Herold
City Clerk

RESOLUTION 24-_____

A RESOLUTION REPEALING RESOLUTION 90-16317 AND TERMINATING EXEMPTION OF PROPERTIES LOCATED WITHIN HOGAN HOMESTEAD SUBDIVISION FROM ANNUAL STORM SEWER SERVICE CHARGES

WHEREAS, Sec. 22-804, BMCC, requires all premises within the City of Billings to pay an annual storm sewer service charge for the purpose of paying the cost of construction, operation, maintenance, depreciation and replacement of sewers to dispose of stormwater and divert it from the sewage disposal plant and prevent pollution of sources of water supply, including the principal of and interest on all revenue bonds to be issued for that purpose, as authorized by MCA Title 7, Chapter 7, Part 44, or Title 7, Chapter 13, Part 43; and

WHEREAS, the Subdivision Improvements Agreement for Hogan Homestead Subdivision (1982) requires a storm drainage system be installed to drain storm water to the City-County drain, Hogan Slough, and remaining street surface drainage and internal surface drainage carried to inlets leading to storm drains conducting the water to storm water retention basins located on site which shall be maintained with water circulating from and to the Hogan Slough and Canyon Creek Ditch; and

WHEREAS, City Council adopted Resolution 90-16317 exempting all properties within Hogan Homestead Subdivision from paying this annual storm sewer service charge upon finding, at the time, that the Hogan Homestead Subdivision did not discharge storm water into the City's storm sewer system and that "the City currently incurs no annual costs of maintenance, capital replacement, or any other activities related to storm drainage in this Subdivision"; and

WHEREAS, Resolution 90-16317 specifies properties within Hogan Homestead Subdivision are exempt from storm sewer assessments "for the period of continuance of special circumstances which make the standard charges unfair, inequitable, unreasonable or inadequate" and will continue until terminated by City Council; and

WHEREAS, the City now maintains Hogan Slough and Canyon Creek Ditch as part of the City's storm sewer system; and

WHEREAS, Hogan Homestead Subdivision now discharges stormwater into the City's storm sewer system which incurs costs to the City of construction, operation, maintenance, depreciation and replacement of sewers to dispose of stormwater and divert it from the sewage disposal plant and prevent pollution of sources of water supply in contravention of the recitals supporting the exemption in Resolution 90-16317.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. That Resolution 90-16317 is repealed in its entirety, and the exemption from assessment of annual storm sewer service charges for the properties located within Hogan Homestead Subdivision is terminated.

2. NOTICE OF HEARING. On Monday March 11, 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.

3. EFFECTIVE DATE. This resolution shall be effective July 1, 2024.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the _____ day of _____, 2024.

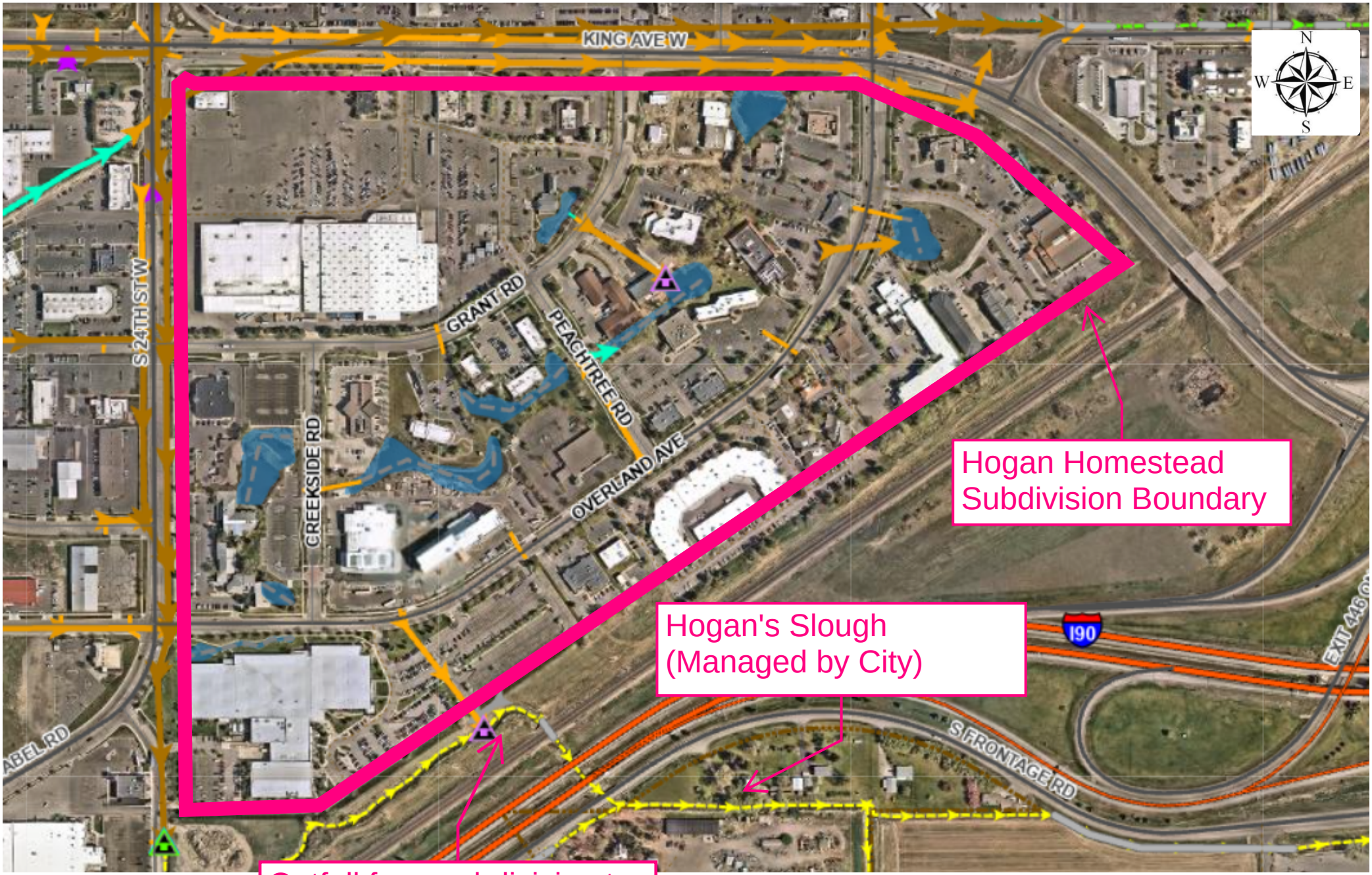
CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Hogan Homestead Subdivision: Discharge to Hogan's Slough



Hogan Homestead Subdivison

Tax Code	Addresss	Owner Info	County Legal
A24982	2324 OVERLAND AVE	WELLS FARGO BANK NA	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 1A, & LTS 2,3A & 4A-1 AMND(02)
A24986	2180 OVERLAND AVE	D & S PROPERTIES LLP	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 4B1, AMND (98)
A24986A	2170 OVERLAND AVE	CIRCLE P RANCH LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 5A, (95)
A24987	2110 OVERLAND AVE	RIGLER RANCH PARTNERSHIP LLP	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 6 - 8
A24990	2070 OVERLAND AVE	JOB CONNECTION, INC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 9A1, AMND LT 9A
A24990A	2060 OVERLAND AVE	MAJERUS, JAMES C & CHERYL L	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 9A2, AMD
A24990B	2050 OVERLAND AVE	YELLOWSTONE BOYS & GIRLS RANCH	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 9A3, AMND LOT 9A
A24990C	2048 OVERLAND AVE	ESPY, JIM	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 9A4, AMND
A24991A	2036 OVERLAND AVE	BILLINGS HOSPITALITY LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 10A2, AMND LT 10-A 2.90 AC
A24991B	2038 OVERLAND AVE	RYAN, WILLIAM O & BEVERLY R	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 10-A-3, AMD
A24992	2000 OVERLAND AVE	YELLOWSTONE BANK	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 11
A24993	1006 CREEKSIDE RD	VEEDER HOMESTEAD LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 2, Lot 1A1, AMD(99)
A24993A	1001 S 24TH ST W	SOUND VENTURE LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 2, Lot 2A
A24994	2300 GRANT RD	BROADSTONE BPS MONTANA LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 3, Lot 1A, (2001)
A24994A	2294 GRANT RD	TALLMAN MEDICAL BUILDING LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 3, Lot 1B1, AM (21)
A24996	2173 OVERLAND AVE	UNITED WAY OF YELLOWSTONE COUNTY INC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 3, Lot 3A, AMD (20)
A24997	2255 OVERLAND AVE	VEEDER HOMESTEAD LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 3, Lot 4A1, AMD (21)
A24997A	2225 OVERLAND AVE	VEEDER HOSPITALITY ASSOCIATES	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 3, Lot 4B1A, AMD (21)
A24998	2250 GRANT RD	DOUGLAS, HARLAN D & MAXINE H	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 1A1, AMND (I-678 HERE US POST OFFICE)
A24998A	2240 GRANT RD	GRANT LAND CO LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 1A2, AMND LT 1-A
A24999	2220 GRANT RD	MORTON, CHRISTOPHER L &	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 2A, AMND LT 2
A25000	2204 GRANT RD	RJVL PROPERTIES LLC (50%) & MONAD ROAD LLC (50%)	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 3A1, AMD (24)
A25000A	2212 GRANT RD	RJVL PROPERTIES LLC (50%) & MONAD ROAD LLC (50%)	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 3A1, AMD (24)
A25001	2001 OVERLAND AVE	GREENLEAF LAND & LIVE STOCK CO	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 4A
A25001A	2011 OVERLAND AVE	3KDB LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 4B
A25001B	2021 OVERLAND AVE	BILLINGS ASSOCIATION OF REALTORS INC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 4C
A25002	2045 OVERLAND AVE	COWLES MONTANA MEDIA COMPANY	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 5A, AMND LT 5-6
A25003B	2075 OVERLAND AVE	LARSON FAMILY PROPERTIES LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 6A1 - 6A3, AMND 174,192 SQ FT (2002)
A25003C	2101 OVERLAND AVE	OVERLAND OFFICE LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 6A4, AMD LT 6-A
A25003D	2147 OVERLAND AVE	MONTANA DISTRICT COUNCIL OF THE ASSEMBLY OF GOD CHURCHES	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 4, Lot 6A5, AMND
A25004	2290 KING AVE W	COSTCO WHOLESALE	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 5, Lot 1-A-1-A, AMND LT 1-A
A25004A	2300 KING AVE W	GRIZZLY-RENDEZVOUS LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 5, Lot 1-A-1-B, AMND LT 1-A-1
A25004B	2250 KING AVE W	BELLEAU, WAYNE A	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 5, Lot 1-A-1-C, AMND LT 1-A-1
A25005	2201 GRANT RD	FCPT RESTAURANT PROPERTIES LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 5, Lot 2A, AMND LT 2-3
A25006	2235 GRANT RD	NORWEST BANK BILLINGS NA	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 5, Lot 3A
A25007	905 S 24TH ST W	905 S 24TH ST W OWNER LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 5, Lot 4A1, AMD (11)
A25007A	2350 KING AVE W	KING AVENUE BILLINGS LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 5, Lot 4A2, AMD (11)
A27799	2010 OVERLAND AVE	DENNY'S RE II LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 10A1A1, AMND LT 10A (95)
A27800	2020 OVERLAND AVE	BILLCO INVESTMENT LLCT INC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 10A1B1, AMND LT 10A (95)
A27801	2026 OVERLAND AVE	YELLOWSTONE ACCOMMODATIONS LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 10A-1-C, AMND LT 10A-1 (1.868 ACRES)
A27802	2030 OVERLAND AVE	MIDWEST HOTELS, LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 10A-1-D, AMD LOT 10A (1.557 ACRES)
A29340	2270 GRANT RD	3'S AWAY LLC	WILLOW CREEK OFFICE PARK, S18, T01 S, R26 E, UNIT A, 33.333% COMMON AREA INTEREST, LOC @ LT 2 BLK 3 HOGAN HOMESTEAD SUB
A29341	2280 GRANT RD	WILLOW CREEK LLC	WILLOW CREEK OFFICE PARK, S18, T01 S, R26 E, UNIT B, 33.333% COMMON AREA INTEREST, LOC @ LT 2 BLK 3 HOGAN HOMESTEAD SUB
A29342	2290 GRANT RD	HHI LLP	WILLOW CREEK OFFICE PARK, S18, T01 S, R26 E, UNIT C, 33.333% COMMON AREA INTEREST, LOC @ LT 2 BLK 3 HOGAN HOMESTEAD SUB
A29401	993 S 24TH ST W	MCS PROPERTIES, LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 2, Lot 3A1A, (2000)
A29402	985 S 24TH ST W	UGLY MUG CRIBS LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 2, Lot 3A1B, (2000)
A29403	2360 GRANT RD	VEEDER HOMESTEAD LLC	HOGAN HOMESTEAD SUBD, S18, T01 S, R26 E, BLOCK 2, Lot 3A1C, (2000)

City Council Regular

Date:	03/11/2024
Title:	Public Hearing and First Reading Ordinance Amending BMCC, Article 22-800, Storm Sewers
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve first reading of the ordinance amending Billings, Montana City Code (BMCC), Article 22-800, Storm Sewers.

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

BMCC, Article 22-800 establishes rate methodology, billing, and collection procedures for storm sewer fees. The primary purpose of the ordinance amendment is to change from billing the storm fee as an assessment on the annual property tax statement to billing the fee on the monthly utility bill. Staff previously discussed the change with the Council Budget and Finance Committee on December 13, 2023, and at a Council work session on January 2, 2024. The majority of Council were in favor of the change to the utility bill, but requested staff engage in more public outreach and gather information regarding any effects on residents' income taxes before coming back to Council for a vote on amending the Ordinance. The presentation will review the benefits of the proposed change, provide staff analysis of income tax effects of the change, and discuss public outreach efforts. Additionally, amendments are proposed to delete obsolete language in BMCC, Article 22-800, as well as minor amendments to the verbiage. Other proposed amendments are:

- Revise the title of the Article,
- Revise the rate methodology from using zoning and parcel square footage to be set by Council resolution and in accord with MCA 7-13-4304, and
- Revise the collection procedures for delinquent storm fee bills.

ALTERNATIVES

City Council may:

- Approve the amendment to BMCC, Article 22-800 Storm Sewers; or,
- Not approve the amendment. If not approved, storm fees will continue to be assessed on the annual property tax statement.

FISCAL EFFECTS

The City is in the process of converting both its tax/assessment software and its utility billing software. Thus, a software conversion will be required regardless of how the storm fee is billed and there is no additional fiscal effect as a result of this amendment to city code.

Attachments

Ordinance Amendment Redlined
Ordinance Amendment Clean
Presentation

ORDINANCE 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING ARTICLE 22-800 (STORM SEWERS) BY GENERALLY REVISING THE TITLE OF THE ARTICLE, RATE METHODOLOGY, BILLING, AND COLLECTION OF SERVICE CHARGES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Article 22-800 of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

Article 22-800. – STORM SEWER SYSTEM RATES AND CHARGES

Sec. 22-801. – ~~Duties of city engineer~~ Costs and purpose.

The purpose of the rates and charges shall be to generate sufficient revenue to pay all costs of establishing, building, reconstructing, or extending the city's storm sewer system, authorized under MCA 7-13-4301, including but not limited to costs of construction, reconstruction, operation, maintenance, administration, depreciation and replacement of stormwater infrastructure, appurtenances, and sewers to dispose of stormwater and divert it from the sewage disposal plant and prevent pollution of sources of water supply, including the principal of and interest on all revenue bonds to be issued for that purpose, as authorized by MCA Title 7 Chapter 7 Part 44, or Title 7 Chapter 13 Part 43, as amended. All proceeds are deemed to be in payment for the use of the city storm sewer system. ~~The city engineer shall have full authority and control over the storm sewer system of the city, subject to the supervisory control of the city administrator and pursuant to policies adopted by the city council.~~

Sec. 22-802. – ~~Duties of financial services manager~~Operation cost determination.

The City Administrator or the Public Works Department shall determine the total annual cost of operation and maintenance of the storm sewer system. The total annual cost of operation and maintenance of the storm sewer system shall include, but is not limited to, costs of planning, analysis, labor, personnel, repairs, capital improvements, equipment, equipment replacement, maintenance, modifications, power, permitting, sampling, administration, debt service, and amounts needed to fund reserves.~~financial services manager shall have full responsibility for billings and collection of all storm sewer accounts in the manner provided in this article, and for the purposes of fulfilling the~~

~~obligations imposed on the public works department by Ordinance 3251, the financial services manager shall be deemed agent of the public works department.~~

~~**Sec. 22-803. - Duty of the public works department.**~~

~~Upon notification by the financial services manager to the public works department of delinquency in any account, the public works department shall discontinue water service, except for water service to fire lines, to the premises involved until payment of all past due bills for water and sewer service and compliance with all applicable rules and regulations. Notice of such payment and such compliance shall be given to the public utilities department by the financial services manager before resumption of water service to the premises. In those instances where a property owner is not carried on tax rolls and is not given a code number or account number by the Yellowstone County Assessor's office and special assessment therefore cannot be levied by the financial services manager, the financial services manager shall mail directly to the property owner in such individual instances a billing for storm sewer charges. In the event of discontinuance or resumption of water service by the public works department as provided in this article, the public works department shall be entitled to be paid for such services at the uniform rate from time to time established for such services.~~

Sec. 22-80~~3~~4. – ~~Rates for storm sewers~~Monthly service charge.

~~(a) For the purpose of paying the cost of construction, operation, maintenance, depreciation and replacement of sewers to dispose of stormwater and divert it from the sewage disposal plant and prevent pollution of sources of water supply, including the principal of and interest on all revenue bonds to be issued for that purpose, as authorized by MCA Title 7 Chapter 7 Part 44, or Title 7 Chapter 13 Part 43, as amended,~~A ~~an annual~~ monthly storm sewer system service charge is imposed and made applicable to all premises within the city limits. ~~The financial services manager shall report to the city council when all revenue bonds issued for the construction of such storm sewers, and bond refunding the same, have been fully paid and redeemed, and the council shall then provide for the reduction of the charge to such amount as will be sufficient to pay the reasonable expense of the operation, maintenance, depreciation and replacement of the sewers. The charge shall be based on the area of the parcel of land and its zone classification.~~ Stormwater service charges shall be included with the monthly utility billing. All charges shall be ~~set~~ assessed to premises within the City upon a methodology and at a rate to be established by Council resolution and in accord with MCA 7-13-4304. ~~and shall be made to the owner of the parcel as the same shall appear according to the code number or account number thereof in the office of the county assessor, Yellowstone County, Montana. The zone classification shall be that which is on the official map on record at the city-county planning board.~~

(b) The financial services manager shall, on or before the last day of October of each year, cause to be mailed by the county treasurer to every owner of a lot or parcel within the city, on the same date and in the same manner as are real property taxes, a separate statement of storm sewer charges setting forth the annual charge to be assessed on the lot or parcel for the storm sewer service thereto. Such charge shall be due and payable on or before 5:00 p.m. on the thirtieth day of November of each year. Upon failure of the owner to pay the charge, the same will be in arrears and delinquent on December 31st of such year, and shall be collected by the financial services manger according to the provision and authority of MCA §§ 7-13-4304, 7-13-4305, 7-13-4306 and 7-13-4309.

(c) All storm sewer system service charges shall be collected as provided in this article and credited to a fund to be known as "The Municipal Storm Sewer System Fund", which fund shall be at all times segregated and maintained by the city clerk and financial services manager on the books of the city as a separate and special fund. This fund shall be subdivided into the separate accounts provided in Ordinance 3251, and administered as therein provided, except that storm sewer funds shall be segregated and kept separate from sanitary sewer funds. Upon adoption by the city council of a resolution authorizing the issuance of revenue bonds of the city payable from storm sewer charges or otherwise establishing a system of funds and accounts for such charges, all storm sewer charges shall be applied and accounted for in the manner provided in such resolution.

Sec. 22-804. – Appeal and adjustment.

(d) Any party who considers the charges applicable to his premises unfair, inequitable or unreasonable may apply to the public works director for adjustment thereof, stating the facts and grounds of complaint, and the public works director may notify the owner of any premises as to which he considers the rates and charges to be inadequate. In either case, the public works director shall cause appropriate investigation and report to be made by himself or his duly authorized representative.

The public works director, or his duly authorized representative, shall consider each and all of such complaints and reports and communicate his findings with respect thereto to the city council. The council shall have the right to order a public hearing as to any such matter and, if convinced that an adjustment of the charges for such premises is necessary to provide reasonable equality with those charged to others, it shall so provide, either by ordinance amendatory hereto, or by resolutions fixing special charges for individual premises during the period of continuance of special circumstances which make the standard charges unfair, inequitable, unreasonable or inadequate.

Sec. 22-805. – Delinquent charges.

Bills for storm sewer system service charges shall become delinquent twenty-five (25) days from the date of billing if not paid. If the bill is not paid within forty (40) days after the billing date, the water service to the customer shall be discontinued after written notice of delinquency is mailed to the customer until the delinquent amount due and owing is paid. The city invokes use of the procedures set forth under MCA 7-13-4309 for collection of the payment due and owing as a tax against the lot or parcel of real property to which stormwater sewer system service was furnished and payment is delinquent and also permits the city to bring suit to collect payment of delinquent charges as a debt owing the city.

Section 2. **EFFECTIVE DATE**. This ordinance shall be effective on July 1, 2024.

Section 3. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the _____ day of _____, 2024.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2024.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

ORDINANCE 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING ARTICLE 22-800 (STORM SEWERS) BY GENERALLY REVISING THE TITLE OF THE ARTICLE, RATE METHODOLOGY, BILLING, AND COLLECTION OF SERVICE CHARGES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Article 22-800 of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

Article 22-800. – STORM SEWER SYSTEM RATES AND CHARGES

Sec. 22-801. – Costs and purpose.

The purpose of the rates and charges shall be to generate sufficient revenue to pay all costs of establishing, building, reconstructing, or extending the city's storm sewer system, authorized under MCA 7-13-4301, including but not limited to costs of construction, reconstruction, operation, maintenance, administration, depreciation and replacement of stormwater infrastructure, appurtenances, and sewers to dispose of stormwater and divert it from the sewage disposal plant and prevent pollution of sources of water supply, including the principal of and interest on all revenue bonds to be issued for that purpose, as authorized by MCA Title 7 Chapter 7 Part 44, or Title 7 Chapter 13 Part 43, as amended. All proceeds are deemed to be in payment for the use of the city storm sewer system.

Sec. 22-802. – Operation cost determination.

The City Administrator or the Public Works Department shall determine the total annual cost of operation and maintenance of the storm sewer system. The total annual cost of operation and maintenance of the storm sewer system shall include, but is not limited to, costs of planning, analysis, labor, personnel, repairs, capital improvements, equipment, equipment replacement, maintenance, modifications, power, permitting, sampling, administration, debt service, and amounts needed to fund reserves.

Sec. 22-803. – Monthly service charge.

A monthly storm sewer system service charge is imposed and made applicable to all premises within the city limits. Stormwater service charges

shall be included with the monthly utility billing. All charges shall be assessed to premises within the City upon a methodology and at a rate to be established by Council resolution and in accord with MCA 7-13-4304.

All storm sewer system service charges shall be collected as provided in this article and credited to a fund to be known as “The Municipal Storm Sewer System Fund”, which shall be at all times segregated and maintained as a separate fund.

Sec. 22-804. – Appeal and adjustment.

Any party who considers the charges applicable to his premises unfair, inequitable or unreasonable may apply to the public works director for adjustment thereof, stating the facts and grounds of complaint, and the public works director may notify the owner of any premises as to which he considers the rates and charges to be inadequate. In either case, the public works director shall cause appropriate investigation and report to be made by himself or his duly authorized representative.

The public works director, or his duly authorized representative, shall consider each and all of such complaints and reports and communicate his findings with respect thereto to the city council. The council shall have the right to order a public hearing as to any such matter and, if convinced that an adjustment of the charges for such premises is necessary to provide reasonable equality with those charged to others, it shall so provide, either by ordinance amendatory hereto, or by resolutions fixing special charges for individual premises during the period of continuance of special circumstances which make the standard charges unfair, inequitable, unreasonable or inadequate.

Sec. 22-805. – Delinquent charges.

Bills for storm sewer system service charges shall become delinquent twenty-five (25) days from the date of billing if not paid. If the bill is not paid within forty (40) days after the billing date, the water service to the customer shall be discontinued after written notice of delinquency is mailed to the customer until the delinquent amount due and owing is paid. The city invokes use of the procedures set forth under MCA 7-13-4309 for collection of the payment due and owing as a tax against the lot or parcel of real property to which stormwater sewer system service was furnished and payment is delinquent and also permits the city to bring suit to collect payment of delinquent charges as a debt owing the city.

Section 2. **EFFECTIVE DATE**. This ordinance shall be effective on July 1, 2024.

Section 3**.** **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the _____ day of _____, 2024.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2024.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

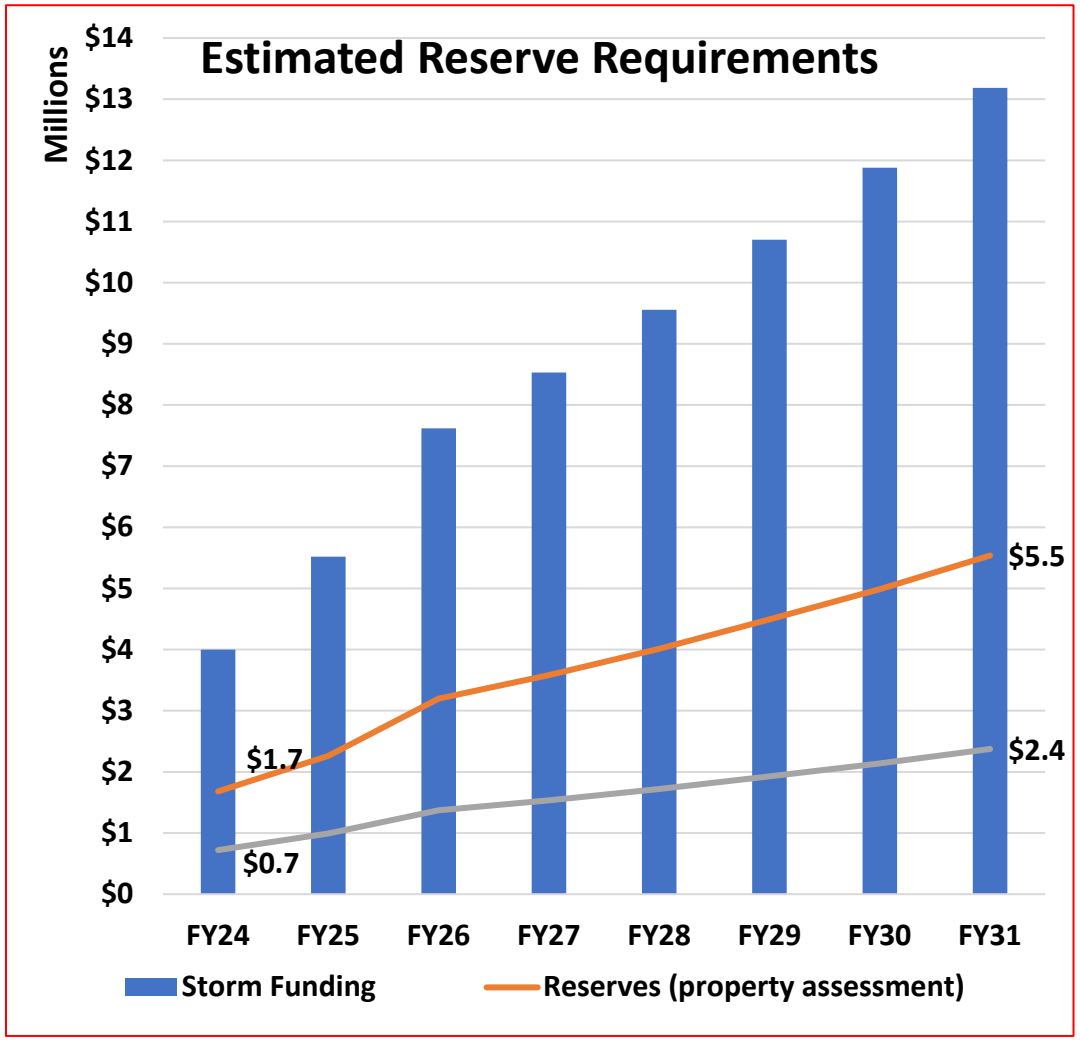


Storm Fee

Proposed Change to Move Fee From Property Taxes to Utility Bill

Pros and Cons

	Charge on Property Tax Statement	Charge on Utility Bill
Increase transparency (see 12x per year instead of 1)		X
Increase billing efficiency		X
Decrease reserve needed from monthly collection of revenue		X
Status quo for property owners	X	
Has no effect on the elderly homeowner/renter credit for Montana income taxes	X	



FAQs About Moving Storm Fee to Utility Bill

How will this change affect renters?	Landlords currently recover all property taxes and assessments in the rent. If a tenant pays the utility bill, the tenant will need to pay the estimated $5/month fee, but the rent should theoretically decrease. Many landlords pay the utility bills so it would have no effect.
How will it affect disabled veterans and low-income homeowners who qualify for the Property Tax Assistance Program (PTAP)?	It will not affect them at all. The storm fee is an assessment rather than a tax. Further the PTAP essentially reduces taxable value of a home, and the storm assessment is calculated using zoning and square footage rather than taxable value.
How will the change impact deductions on income taxes?	It has no impact. If a property owner believes that they can deduct the storm fee as a property tax, they can still deduct it regardless of where the City bills it.
How will this change affect not-for-profit entities?	It does not impact not-for-profits, These entities pay the storm fee now. Again, it is an assessment, not a tax, and non-profits are only exempt from taxes.

FAQs About Moving Storm Fee to Utility Bill

How will the change affect the Montana Elderly-Homeowner/Renter Credit	Special assessments included on the property tax statement are allowed to be used in the calculation of the credit. The amount of the credit is based on household income, rent and property tax so any effect on elderly homeowners is variable and would affect very few property owners. There is no effect on elderly renters.
discuss public outreach efforts, and	
How will this change affect the rates?	This change is completely independent from any rate increase the Council approves.
Will this allow the City to increase the number of mills it can levy?	No, the storm assessment is not part of the mill levy. Moving the fee off of the property tax statement has no effect on the mill levy cap.
Why now?	The City is in the process of converting to a new assessment/tax software. Now is the time to decide if we should convert to the new assessment/tax software or to the utility bill.

Public Engagement

- West End Task Force
- South Side Task Force
- Rimrock Task Force
- Heights Task Force
- Realtors Association
- Landlord Association



Ordinance Amendments

- Revise title from “Storm Sewer” to “Storm Sewer System Rates and Charges”
- Move costs and purposes to beginning of ordinance and revise verbiage
- Change the billing from annual assessments on the property tax statement to the utility bill
- Revise the rate methodology from zoning and square footage to be set by Council resolution
- Revise collection processes for delinquent bills
-  Sets effective date as July 1, 2024


Excellence
Innovation
Integrity
Thank You
Q & A
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City Council Regular

Date:	03/11/2024
Title:	PUBLIC HEARING for Sale of City Hall, South Parking Lot, and North Parking Lot
Presented by:	John Caterino, Facilities Manager
Department:	City Hall Administration
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends approval of Purchase and Sale Agreement (PSA) and associated Development Agreement (DA) to sell City Hall/Park 3 parking structure (210 and 220 N 27th St.), South Parking Lot, and North Parking Lot on N 27th St., to Honaker Realty LLC for a combined total of $2,800,000.00 (City Hall $2,100,000.00, South Lot $280,000.00, North Lot $420,000.00).

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

On 12/7/2022 Administration Department signed a contract with NAI Business Properties with Matt Robertson acting as supervising broker for these transactions.

On 11/04/2022 and 11/11/2022 staff published, per City of Billings Code of Ordinances 22-902, a public notice to all owners within 300 of subject Property of potential sale of Park 1 ground retail space.

On 11/24/2022 Council approved a resolution authorizing City staff to advertise the sale and disposal of City Hall/Park3, resolution 22-11082. City Hall/Park 3 is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, LOT 1-12, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

On 11/24/2022 Council approved a resolution authorizing City staff to advertise the sale and disposal of South Parking Lot, resolution 22-11084. South Parking Lot is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92 Lot 5 -6, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

On 11/24/2022 Council approved a resolution authorizing City staff to advertise the sale and disposal of North Parking Lot, resolution 22-11085. North Parking Lot is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92 Lot 8, 9, and 10, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

Administration advertised a Request for Proposal (RFP) for each Property on 06/14/2023 and 06/21/2023 in *Yellowstone County News* and on the City's website.

One (1) proposal was submitted by 06/16/2023 for City Hall.

Five (5) proposals were submitted by 06/16/2023 for South Parking Lot.

Four (4) proposals were submitted by 06/16/2023 for North Parking Lot.

NAI and City Staff reviewed the proposals/offers and presented to City Council Operations Committee on 06/28/2023. After further discussion with City Council Operations Committee and NAI, City Staff recommends moving forward with the offer from Honaker Realty to purchase subject Properties due to a number of reasons:
- Quality of proposal
- Experience of proposer
- Financial capacity to complete transaction with pre-qualification letter from lender
- Proposed development and use of spaces
- Proposed development schedule
- Increased tax base and economic growth to Central Business District
- Total price competitiveness as Honaker Realty offered the highest price for the three Properties

On 02/23/2024 and 03/01/2024 staff published, per City of Billings Code of Ordinances 22-902, a public notice in the

Yellowstone County News announcing a public hearing on whether to approve the sale of the city owned property.

The attached purchase and sale agreement has wording modifications for clarity from the latest draft that was presented to the City Council Operations Committee and sent to council members.

ALTERNATIVES

City Council may:

- Approve Purchase and Sale Agreement and Development Agreement; or,
- Not Approve

Approval would begin the due diligence period for the Buyer and all contingencies will stay in place until the sale of Property is complete.

FISCAL EFFECTS

The total combined funds of the sale of these Properties at $2,800,000.00 will be used to offset construction costs at New City Hall.

Attachments

Resolution 22-11082
Resolution 22-11084
Resolution 22-11085
Honaker Realty Submission
Honaker Realty PSA - Buyer Signed

DocuSign Envelope ID: EA5E481D-664E-44C1-A3FC-F068780E200B

OFFICE OF THE CITY CLERK
COUNCIL ACTION FORM

SUBJECT: Authorizing the sale, disposal or lease of Current City Hall

Council Meeting Date: 11/14/22

Vote: Approved 11-0

Shaw, Gulick, Neese, Owen, Joy, Choriki, Tidswell, Purinton, Boyett, Rupsis, Mayor Cole

DocuSign Envelope ID: EA5E481D-664E-44C1-A3FC-F068780E200B

RESOLUTION 22-11082

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, the City of Billings finds it necessary or desirable to dispose of properties it currently owns, located at BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, Lot 1 - 12 in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

WHEREAS, Council authorize staff to proceed with the sale, exchange or donation of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, Lot 1 - 12, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County; and,

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and,

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 14th day of November 2022;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS MONTANA, AS APPROVED BY NO LESS THAN SIX OF OUR NUMBER, AS FOLLOWS:

The City Council may sell real property belonging to the city described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, Lot 1 - 12 in the City of Billings, Yellowstone County, Montana and the City Council shall have the authority and discretion to select the bid that is in the best interest of the city, conditionally accept a bid, or it may reject any and all bids. Other local, state, or federal governmental entities expressing interest shall be exempt from competitive bidding, and the City Council may sell, exchange, or donate specific real property to such governmental entities without a competitive bidding process.

City staff shall proceed under Section 22-902 of the Billings Montana City Code to publish notice of the City's intent to sell real property belonging to the City more particularly described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, Lot 1 - 12 in the City of Billings, Yellowstone County, Montana and request competitive bids on such property as required by Section 22-902(1)(a).

City staff shall notify property owners within three hundred (300) feet of the exterior

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boundaries of the real property described above fifteen (15) days in advance of the time, date, place of the public hearing on the sale of such property and the existing and proposed use of such property.

See map attached as Exhibit A.

APPROVED AND PASSED by the City Council of the City of Billings this 14th day of November, 2022.

CITY OF BILLINGS:

DS

DocuSigned by:

By: William A Cole
2CA11D5423334EE...
William A. Cole, Mayor

ATTEST:

DocuSigned by:

BY: Denise Bohlman
D8A7B2B2C34F4...
Denise R. Bohlman, City Clerk

DocuSign Envelope ID: EA5E481D-664E-44C1-A3FC-F068780E200B

Exhibit A



DocuSign Envelope ID: EA5E481D-664E-44C1-A3FC-F068780E200B

DocuSign

Certificate Of Completion

Envelope Id: EA5E481D664E44C1A3FCF068780E200B
Status: Completed
Subject: Please DocuSign: RES 22-11082
Source Envelope:
Document Pages: 5
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Toni Keehner
keehnert@billingsmt.gov
IP Address: 161.7.21.158

Record Tracking

Status: Original
11/15/2022 1:29:01 PM

Holder: Toni Keehner
keehnert@billingsmt.gov

Location: DocuSign

Signer Events	Signature	Timestamp
William A Cole coleb@billingsmt.gov Mayor Security Level: Email, Account Authentication (None)	DocuSigned by: William A Cole 2CA11D5423334EE... Signature Adoption: Pre-selected Style Using IP Address: 72.175.160.94	Sent: 11/15/2022 1:32:05 PM Viewed: 11/15/2022 4:25:11 PM Signed: 11/15/2022 4:25:29 PM
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Denise Bohlman bohlmand@billingsmt.gov City Clerk City of Billings Security Level: Email, Account Authentication (None)	DocuSigned by: Denise Bohlman D503C2218DC34F0... SEAL Signature Adoption: Pre-selected Style Using IP Address: 161.7.21.24	Sent: 11/15/2022 4:25:31 PM Viewed: 11/16/2022 7:57:11 AM Signed: 11/16/2022 7:58:48 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Toni Keehner keehnert@billingsmt.gov Deputy City Clerk City Clerk Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 161.7.21.158	Sent: 11/16/2022 7:58:50 AM Viewed: 11/16/2022 8:14:35 AM Signed: 11/16/2022 8:14:45 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/15/2022 1:32:05 PM
Certified Delivered	Security Checked	11/16/2022 8:14:35 AM
Signing Complete	Security Checked	11/16/2022 8:14:45 AM
Completed	Security Checked	11/16/2022 8:14:45 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Billings (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Billings:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kampal@billingsmt.gov

To advise Carahsoft OBO City of Billings of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kampal@billingsmt.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Billings

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kampal@billingsmt.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Billings

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kampal@billingsmt.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Billings as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Billings during the course of your relationship with Carahsoft OBO City of Billings.

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OFFICE OF THE CITY CLERK
COUNCIL ACTION FORM

SUBJECT: Authorizing the sale, disposal or lease of SOUTH parking lot between 1st Ave N and 2nd Ave N

Council Meeting Date: 11/14/22

Vote: Approve 11-0

Shaw, Gulick, Neese, Owen, Joy, Choriki, Tidswell, Purinton, Boyett, Rupsis, Mayor Cole

DocuSign Envelope ID: 820A2C56-4AC5-46E9-A9FD-CF6B6DD7DA07

RESOLUTION 22-11084

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, the City of Billings finds it necessary or desirable to dispose of properties it currently owns, located at BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 5 – 6, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

WHEREAS, Council authorize staff to proceed with the sale, exchange or donation of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 5 – 6, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County; and,

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and,

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 14th day of November 2022;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS MONTANA, AS APPROVED BY NO LESS THAN SIX OF OUR NUMBER, AS FOLLOWS:

The City Council may sell real property belonging to the city described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 5 – 6, in the City of Billings, Yellowstone County, Montana and the City Council shall have the authority and discretion to select the bid that is in the best interest of the city, conditionally accept a bid, or it may reject any and all bids. Other local, state, or federal governmental entities expressing interest shall be exempt from competitive bidding, and the City Council may sell, exchange, or donate specific real property to such governmental entities without a competitive bidding process.

City staff shall proceed under Section 22-902 of the Billings Montana City Code to publish notice of the City's intent to sell real property belonging to the City more particularly described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 5 – 6, in the City of Billings, Yellowstone County, Montana and request competitive bids on such property as required by Section 22-902(1)(a).

City staff shall notify property owners within three hundred (300) feet of the exterior

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boundaries of the real property described above fifteen (15) days in advance of the time, date, place of the public hearing on the sale of such property and the existing and proposed use of such property.

See map attached as Exhibit A.

APPROVED AND PASSED by the City Council of the City of Billings this 14th day of November, 2022.

CITY OF BILLINGS:

DS

DocuSigned by:

By: William A Cole
2CA11D6423334EE...
William A. Cole, Mayor

ATTEST:

DocuSigned by:

BY: Denise Bohlman
E1503021B0C84FC...
Denise R. Bohlman, City Clerk

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Exhibit A



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DocuSign

Certificate Of Completion

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Subject: Please DocuSign: RES 22-11084
Source Envelope:
Document Pages: 5
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0
Stamps: 1

Status: Completed

Envelope Originator:
Toni Keehner
keehnert@billingsmt.gov
IP Address: 161.7.21.158

Record Tracking

Status: Original
11/15/2022 1:33:53 PM

Holder: Toni Keehner
keehnert@billingsmt.gov

Location: DocuSign

Signer Events	Signature	Timestamp
William A Cole coleb@billingsmt.gov Mayor Security Level: Email, Account Authentication (None)	DocuSigned by: William A Cole 2CA11D5423334EE... Signature Adoption: Pre-selected Style Using IP Address: 72.175.160.94	Sent: 11/15/2022 1:35:50 PM Viewed: 11/15/2022 4:22:11 PM Signed: 11/15/2022 4:22:23 PM
Electronic Record and Signature Disclosure: Accepted: 12/3/2020 8:46:12 AM ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a		
Denise Bohlman bohlmand@billingsmt.gov City Clerk City of Billings Security Level: Email, Account Authentication (None)	DocuSigned by: Denise Bohlman D503C2218DC34F0... SEAL Signature Adoption: Pre-selected Style Using IP Address: 161.7.21.24	Sent: 11/15/2022 4:22:25 PM Viewed: 11/16/2022 7:59:19 AM Signed: 11/16/2022 7:59:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Toni Keehner keehnert@billingsmt.gov Deputy City Clerk City Clerk Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 161.7.21.158	Sent: 11/16/2022 7:59:32 AM Viewed: 11/16/2022 8:13:56 AM Signed: 11/16/2022 8:13:58 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/15/2022 1:35:50 PM
Certified Delivered	Security Checked	11/16/2022 8:13:56 AM
Signing Complete	Security Checked	11/16/2022 8:13:58 AM
Completed	Security Checked	11/16/2022 8:13:58 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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OFFICE OF THE CITY CLERK
COUNCIL ACTION FORM

SUBJECT: Authorizing the sale, disposal or lease of NORTH parking lot between 1st Ave N and 2nd Ave N

Council Meeting Date: 11/14/22

Vote: Approved 11-0

Shaw, Gulick, Neese, Owen, Joy, Choriki, Tidswell, Purinton, Boyett, Rupsis, Mayor Cole

DocuSign Envelope ID: A63A16AB-A39C-4DFC-876A-34DACC95AD74

RESOLUTION 22-11085

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, the City of Billings finds it necessary or desirable to dispose of properties it currently owns, located at BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 8, 9 and 10 in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

WHEREAS, Council authorizes staff to proceed with the sale, exchange or donation of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 8, 9 and 10, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County; and,

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and,

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 14th day of November 2022;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS MONTANA, AS APPROVED BY NO LESS THAN SIX OF OUR NUMBER, AS FOLLOWS:

The City Council may sell real property belonging to the city described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 8, 9 and 10, in the City of Billings, Yellowstone County, Montana and the City Council shall have the authority and discretion to select the bid that is in the best interest of the city, conditionally accept a bid, or it may reject any and all bids. Other local, state, or federal governmental entities expressing interest shall be exempt from competitive bidding, and the City Council may sell, exchange, or donate specific real property to such governmental entities without a competitive bidding process.

City staff shall proceed under Section 22-902 of the Billings Montana City Code to publish notice of the City's intent to sell real property belonging to the City more particularly described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 8, 9 and 10, in the City of Billings, Yellowstone County, Montana and request competitive bids on such property as required by Section 22-902(1)(a).

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City staff shall notify property owners within three hundred (300) feet of the exterior boundaries of the real property described above fifteen (15) days in advance of the time, date, place of the public hearing on the sale of such property and the existing and proposed use of such property.

See map attached as Exhibit A.

APPROVED AND PASSED by the City Council of the City of Billings this 14th day of November, 2022.

CITY OF BILLINGS:

DS

SEAL

DocuSigned by:

By: William A Cole

William A. Cole, Mayor

ATTEST:

DocuSigned by:

BY: Denise Bohlman

Denise R. Bohlman, City Clerk

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Exhibit A



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DocuSign

Certificate Of Completion

Envelope Id: A63A16ABA39C4DFC876A34DACC95AD74
Status: Completed
Subject: Please DocuSign: RES 22-11085
Source Envelope:
Document Pages: 5
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Toni Keehner
keehnert@billingsmt.gov
IP Address: 161.7.21.158

Record Tracking

Status: Original
11/15/2022 1:35:56 PM
Holder: Toni Keehner
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Signer Events	Signature	Timestamp
William A Cole coleb@billingsmt.gov Mayor Security Level: Email, Account Authentication (None)	DocuSigned by: William A Cole 2CA11D5423334EE... Signature Adoption: Pre-selected Style Using IP Address: 72.175.160.94	Sent: 11/15/2022 1:37:32 PM Viewed: 11/15/2022 4:19:35 PM Signed: 11/15/2022 4:21:42 PM
Electronic Record and Signature Disclosure: Accepted: 12/3/2020 8:46:12 AM ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a		
Denise Bohlman bohlmand@billingsmt.gov City Clerk City of Billings Security Level: Email, Account Authentication (None)	DocuSigned by: Denise Bohlman D503C2218DC34F0... SEAL Signature Adoption: Pre-selected Style Using IP Address: 161.7.21.24	Sent: 11/15/2022 4:21:43 PM Viewed: 11/16/2022 7:59:40 AM Signed: 11/16/2022 7:59:46 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Toni Keehner keehnert@billingsmt.gov Deputy City Clerk City Clerk Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 161.7.21.158	Sent: 11/16/2022 7:59:47 AM Viewed: 11/16/2022 8:12:25 AM Signed: 11/16/2022 8:12:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/15/2022 1:37:32 PM
Certified Delivered	Security Checked	11/16/2022 8:12:25 AM
Signing Complete	Security Checked	11/16/2022 8:12:33 AM
Completed	Security Checked	11/16/2022 8:12:33 AM

Payment Events	Status	Timestamps

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City of Billings

Request for Proposals (RFP) – Disposition of Municipal Real Estate Sale and Development of: North Parking Lot, South Parking Lot, and Billings City Hall



DEVELOPERS

Honaker Realty LLC
William D. Honaker, Principal

JWT Capital LLC
Don Cape, Jr., Principal

06 / 16 / 2023

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hello.

Subject to the laws governing public information, we ask that the information contained herein remains confidential - in particular, the tenants that are involved.

June 16, 2023

Matt Robertson, SIOR
NAI Business Properties
3312 4th Ave North
Billings, MT 59101

RE: Request for Proposals (RFP) – Disposition of Municipal Real Estate Sale and Development of: North Parking Lot, South Parking Lot, and Billings City Hall

Thank you for the opportunity to submit a proposal to the City of Billings to develop the North Parking Lot, South Parking Lot, and Billings City Hall.

Honaker Realty and JWT Capital are joining forces again for this exciting pursuit and we are excited to continue to participate in the redevelopment of the Billings downtown area. As local developers, we are keenly aware of the challenges facing downtown and we have invested considerable resources in development efforts to help reimagine Billings. There have been a number of large downtown projects proposed in the past, but they have lacked local market knowledge in terms of the what it "needs", as opposed to what it "wants". As a result, many projects are designed with too many moving parts to get to the finish line. Our proposal is unique because we are the developer and the end user. Consequently, there is no delay in trying to market to tenants and, more importantly, trying to raise the equity. Subject to securing the property and finishing our due diligence, we are prepared to move forward immediately to bring our project to fruition. We are pleased to present a proposal backed with our collective knowledge of the hospitality industry, real estate development, and construction management. We value and are fully committed to assisting the City in achieving its mission to promote economic growth, improve area employment opportunities, and expand its tax base.

Thank you for your thoughtful consideration. Should you need any clarifications, please do not hesitate to reach out to us.

Sincerely,
Honaker Realty & JWT Capital

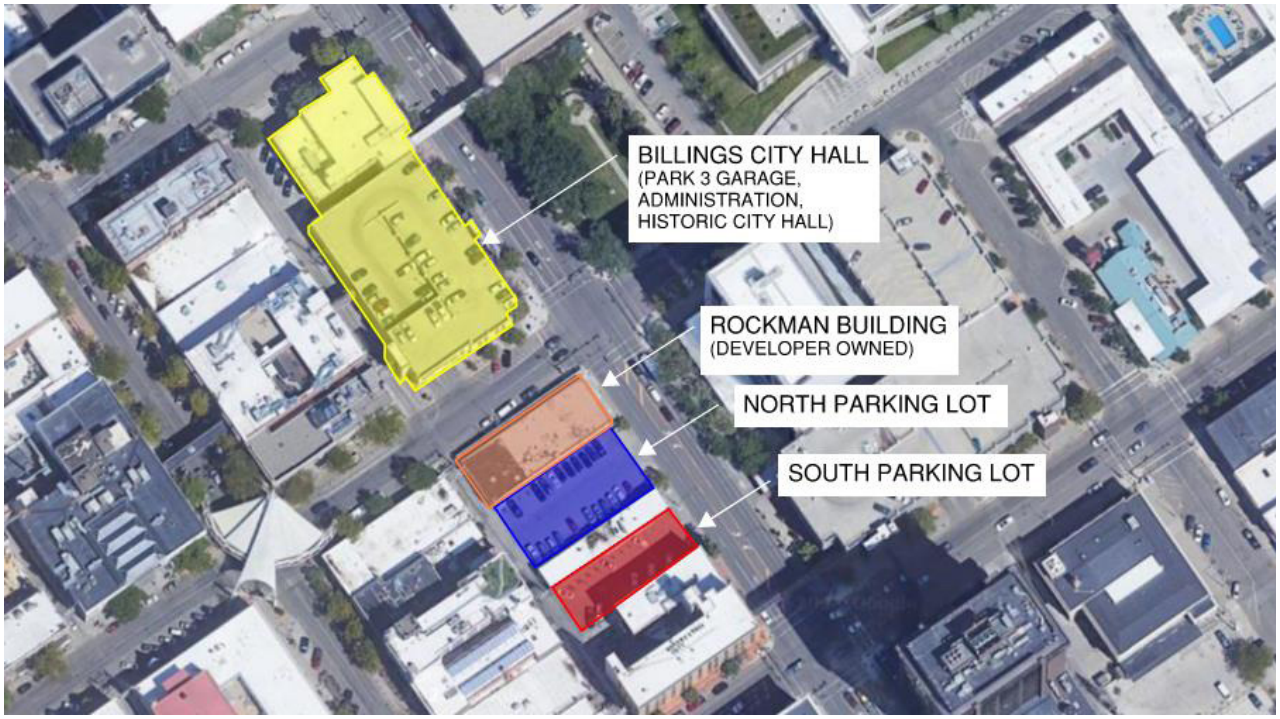
WILLIAM D. HONAKER
Principal
Honaker Realty LLC
406.861.3201

DON CAPE, JR.
Principal
JWT Capital LLC
406.579.2316

Project Description

The following is a detailed development proposal for the purchase, development, construction, and stabilization of a large urban site commonly known as the Rockman property in Billings, Montana, located at the intersection of Second Avenue North and North 27th Street. The Developer currently owns a portion of the project site, and the Billings City Council has recently authorized the City Administration to pursue the sale of "excess assets," most of which are included in this development proposal. The property currently has the appropriate urban zoning for its intended use, and the proposed site would involve purchasing the five City lots (North and South Parking Lots) that encompass 17,500 square feet of commercial land on either side of the Burger Dive property and Billings City Hall. This includes the Park 3 Garage, the City Administration offices on the ground floor of the Park 3 structure, and the current historic City Hall/Police building to the north.

The site is located within the downtown tax increment district and is bordered by major arterials, namely 2nd and 3rd Avenues North and North 27th Street. The Downtown Billings Framework Plan has identified this property as an "anchor" project for the central business district. Moreover, the property is situated in a federally recognized Opportunity Zone, which encourages investment in these blighted areas. The City of Billings reports that the traffic counts in the area amount to approximately 18,000 cars per day, and it is conveniently located near the Airport and Interstates 90 and 94, as well as both regional hospital facilities. Additionally, the site is in the downtown core, where the majority of corporate and government tenants are based.





PHASE 01

HOTEL AND PARKING GARAGE

Under this proposal, Phase One of the Project would involve acquiring the five City commercial lots (North and South Parking Lots) and combining the North Parking Lot with the adjacent Rockman Building (Developer-owned) at the corner of 2nd Avenue North and North 27th Street. The current structure would be demolished, and the Developers have been granted preliminary site approval from Marriott International Inc. for the construction of a 7-story, 140-room branded hotel. This approval is subject only to the successful acquisition of the North and South Parking Lots and a formal application process with the Marriott Development Committee (please refer to Marriott International Inc.'s confidential letter in the supporting information section of this proposal). Consequently, the Developers would proceed with closing on this portion of the land purchase immediately upon the execution of an acceptable Development Agreement with the City of Billings. They would then finalize the agreements with the hotel brand.

Moreover, both the hotel company and the financial institution will require that the hotel parking be secured prior to construction. Therefore, at the very least, an executed Purchase Agreement with the City for the parking garage portion of Park 3 would be necessary. The purchase of the North and South Parking Lots would specifically be contingent on this requirement. In this scenario, the Billings City Hall property would need to be "split" into individual units and renegotiated. However, our proposal currently contemplates purchasing the entire Billings City Hall property. In any case, once the land is purchased, the Developers could either wait for the City to vacate their premises before closing on the other properties or close on the properties and have the City lease back space for their immediate needs.



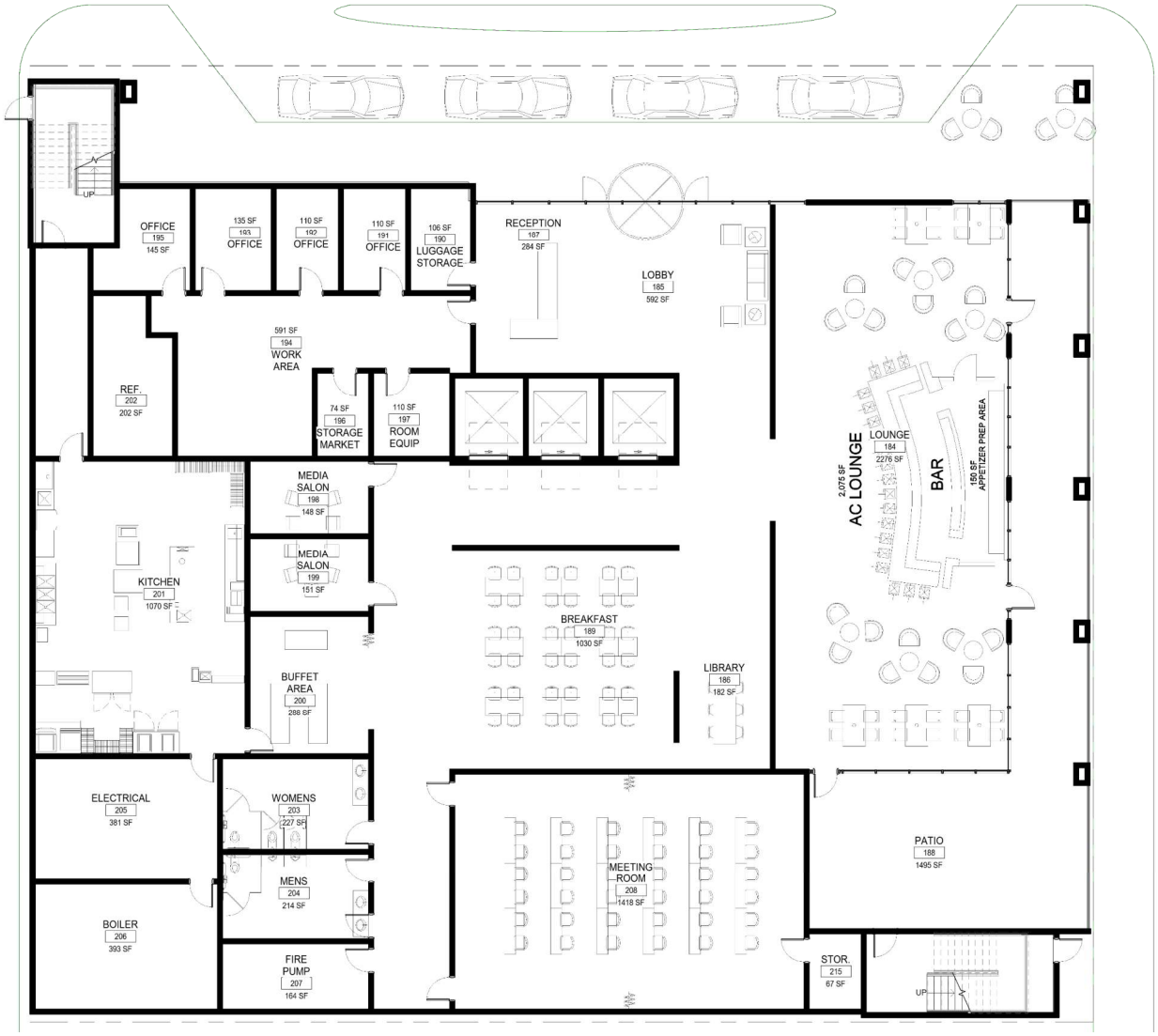
Initial cost projections for the hotel portion of the project exceed $41,000,000 and, as such, there are significant expenses associated with the public infrastructure of the development. Therefore, the Developers are requesting assistance from the tax increment district to help offset the qualified public portions of the construction. It is estimated these will be in excess of $5,000,000. Because these TIF funds would be crucial to the project, the purchase would be specifically contingent on acquiring TIF funds, which would be spelled out in the Development Agreement referenced above. On the other hand, since most of the project involves converting publicly-held assets to privately-held property (and therefore creating significant additional tax increment), initial projections seem reasonable to assist at this level, albeit a major investment. In fact, whereas the property tax revenue generated is currently $12,000 per year (from the Developer-held property), it is estimated (using tax information from similar properties) that, once all of the subject properties are on the tax roll, total annual tax revenue should be between $240,000 - $275,000, meaning all but $12,000 would represent tax increment and go to the district directly.

In addition, whereas the Downtown Billings Partnership has designated downtown living as a priority for the TIF funds, the hotel will create 200 additional "residents" downtown on a 24 hour/7 day a week basis and these guests will all be patronizing the restaurants, shops, museums, etc. This should have an immediate and significant effect on downtown and its businesses as a whole, and the Project would represent the first major hotel property built in over 45 years in downtown Billings. In addition, it is estimated that the hotel alone will add between 60-70 hospitality jobs, many of which are available to employees in the lower income brackets, as well as utilizing literally hundreds of construction and design employees. The South Parking Lot (south of the Burger Dive) would provide parking for the hotel employees on a 24 hour/7 day a week basis, as well as potentially being available for hotel expansion in the future.

The hotel itself is primarily an upscale business Marriott brand in the select service category, with an approachable rate and a trendy design mission defined as "European-inspired classic modernism." The brand targets the next generation consumer who appreciates forward design and unique travel experiences. To that end, the socially-connected public spaces include a main floor bar/lounge, reading library, media boardrooms, modern kitchen with European-inspired cuisine, meeting rooms with breakout areas, and the crème de la crème – a rooftop bar and restaurant, complete with heated outdoor patio areas. The hotel environment is a next generation businessperson's basecamp with the architectural and interior decor spirit of a designer hotel, the socially-connected and lounge-y emphasis of a lifestyle property, the European-inspired high-quality food and drink, a central location indicative of business hotels, and the price point of the select service segment.



HOTEL MAIN FLOOR



HOTEL UPPER FLOORS



PHASE 02

PARK 3 OFFICES AND GARAGE

Phase Two would begin as soon as the City of Billings vacated the premises and would entail completely remodeling the Administration offices located under the Park 3 Garage, as well as minor improvements to the garage portion and a new exterior look for the entire garage structure. We currently have a Letter of Intent (see the supporting information section of this proposal) from the Billings Area Chamber of Commerce who has expressed interest in acquiring the majority of the Administration offices for their new headquarters and we have also proposed to the Downtown Billings Partnership that they consider a consolidation of their offices and shop into one space, as the basement of Park 3 already has shop areas and ample storage, and there is availability on the main floor for their administrative offices. Considering the Big Sky Economic Development Authority just finished a major remodel of the building next door, the thought was that it would create considerable synergy to have all of the economic development groups in one area – a "one-stop shop" of sorts. Notwithstanding, in the event the DBP is unable to move forward, we would continue to market the space to a third-party retail/office user at market rates, to include offering it to the City of Billings Parking Division for their current uses. As mentioned earlier, since the Park 3 properties would not be available until the City offices are ready to move into their new space, the closing date for these assets could be negotiated in order to give the City flexibility.

PHASE 03

CITY HALL/POLICE BUILDING

For Phase Three, we would be acquiring the historic City Hall/Police structure to the north for future development. By closing on all of these City assets together, not only would it be a "one and done" transaction for the City making it far simpler and cheaper, the Developer would also assume the responsibility and costs involved with separating ownership (i.e. condominiums, etc.), as well as creating various easement documents for things like common access, delivery, and utilities shared by the different structures. However, this parcel is not a critical piece of the initial Project and, in the event the Developer or the City of Billings were unable to proceed with this particular portion of the proposal as a result of their due diligence inspections (environmental, legal, costing, pricing, etc.), the Developer would still be willing to renegotiate and close on the remaining assets, specifically the North and South Parking Lots and Park 3 (garage and administrative offices). It should be noted however that, depending on the end use for the historic structure, the liability and possible removal of the existing skybridge would need to be addressed in any formal Purchase Agreement.

We have been in discussions with several interested parties, to include single-entity users, non-profits, and partner developers for loft conversions for the historic property. We have also received interest from the Yellowstone County Museum to make the property available for their expansion needs. The Yellowstone County Museum is currently located near the airport. but is in desperate need of a significant expansion in order to display their considerable collection of artifacts and art

which are currently stored in warehouse facilities (approximately 30,000 items). Other museums have indicated interest in partnering with the YCM, including the Western Heritage Center, which has expressed informal interest in partnering with the Yellowstone County Museum to form a large, singular museum and cultural center in downtown Billings. The Developers have indicated to the YMC that they would be willing to provide the property at its “net cost”, which should be substantially lower than buying it outright. This would be accomplished through both shifting some of its acquisition value to the “for-profit” entities, and through a donation of a portion of the property directly. Considering that this purchase would also not occur until after the City of Billings has vacated the structure, the YCM might be able to utilize this time to ramp up further fundraising activities to provide for not only the acquisition, but also for the cost of renovations.

COMMUNITY BENEFITS

The community benefits from this project are many. As mentioned earlier, this would be the first new hotel project built in downtown Billings in over 45 years, and one of the only new vertical projects built in many years. The modern branded hotel design would give downtown Billings a huge "shot in the arm" and an additional reason to be proud of our community. Moreover, the project would infill one of the remaining blighted areas on North 27th Street, beautifying an obvious gateway into Billings. This initiative aligns with local land use goals of preventing sprawl by eliminating vacant urban "pockets" and utilizing the property efficiently.

In addition, based on our experience with other downtown projects, a project that generates pedestrian traffic contributes to the safety of the area, as there are always "eyes" on it. Undoubtedly, downtown Billings desperately needs this type of activity to help mitigate the perception of being unsafe and to create a new and vibrant vibe for our "hip" young professionals and the entire community.

If we look at Bozeman or Missoula, they have been incredibly successful in attracting new hotel development, which, in turn, has attracted numerous restaurants, breweries, and shops, all within reimagined downtown districts. The Marriott brand would also provide additional center city lodging options for our tourists, creating synergy for our downtown community and helping Billings attract additional professional conferences and conventions. According to travel statistics, the average tourist spends a total of $268 per day, meaning this hotel alone would create over $10 million in annual sales for our retail community. With a projected investment of over $41 million, this substantial and direct investment transforms non-income producing, public properties into tax-paying private properties, thereby creating a much-needed tax base for public services. At the same time, it allows the City of Billings to continue developing their new city offices by providing capital from the sale of their excess assets and flexibility with their development schedule.

But perhaps the most important community benefit would be the creation of 60-70 new jobs, many of which are entry-level positions serving the lowest income brackets. Not to mention the hundreds of employees involved in the design and construction of the project.

Development Team & Experience

The project is being co-developed and managed by Honaker Realty LLC (William D. Honaker, Principal) and JWT Capital LLC (Don Cape, Principal). The developers bring years of experience in commercial development to include restaurants, hotels, Class A office, medical campuses, retail, mixed use, and residential loft development. They are partners on the Home2 Suites by Hilton in Billings and are currently under construction for an additional Home2 Suites by Hilton in Bozeman. Their resumes and list of projects follows:

HONAKER REALTY LLC

William D. Honaker, Principal

A Billings native for over 63 years and part of a 5th generational Montana family, Mr. Honaker brings experience from each facet of the development process and focuses exclusively on the development of downtown commercial properties in Billings. Mr. Honaker is the Chairman of the Board of Western Security Bank, is a board member of the Montana Restaurant Association, is a former President and Chairman of the Board of the Downtown Billings Partnership, and has been involved with numerous local charities and non-profit organizations. His experience as a banker, real estate broker, construction manager, and developer should prove essential in producing a high-quality development project. In particular, while living in Philadelphia, Mr. Honaker worked for two very active commercial real estate developers, specializing in the acquisition, conceptual design, leasing, and construction of mixed-use projects. Between the two companies, they developed over two million square feet of shopping center and mixed-use spaces within a four-year period. Mr. Honaker's recent local projects would include:



The Securities Building; Billings, MT - 2004

The Securities Building was a complete historic renovation project of 36,000 square feet, completed in 2004 at a cost of $4.7 million. The building was re-purposed for mixed uses and includes retail area on the main level, first-class office on the 2nd and 3rd floors, and residential lofts on the 4th and 5th floors. The building is also home to Walkers Grill, a fine dining restaurant where Mr. Honaker has enjoyed ownership since 1993.

U.S. Federal Courthouse; Billings, MT - 2011

As president of the Downtown Billings Partnership, Mr. Honaker was partially responsible for the acquisition, entitlement, and financing structure for what eventually became the U.S. Federal Courthouse. While not having any ownership interest, Mr. Honaker's pro-bono involvement along with two other key individuals ensured the permanent location of the federal building, thereby retaining the federal employee base downtown, as well as attracting a $65 million investment from the U.S. Government in the downtown community.



Empire Parking Garage; Billings, MT - 2014

Mr. Honaker assembled and purchased the site where the City of Billings' Empire Garage is now located. This project involved acquiring the various properties for the site and, after negotiation with the City of Billings, contributing the land for an ownership interest in the garage. This project provided much-needed parking for the City of Billings, which represented a $14 million investment into the downtown community.



Home2 Suites by Hilton; Billings, MT - 2016

Mr. Honaker assembled the site and assisted in the development of the Home2 Suites by Hilton in downtown Billings with JWT Capital LLC. The property consists of a Hilton-branded, 95-room, extended stay hotel in the downtown medical corridor. The Home2 concept was a perfect match for providing quality long-term lodging options to hospital patients and their families, medically-related companies, academic visits to MSU Billings, and other extended stay guests. The project injected $14 million into the downtown hospital corridor.



The McDonald Building; Billings, MT - 2018

Completed in 2018, the mixed-use project includes the headquarters of A&E Design, a multi-state architectural firm, on the 1st and 2nd floors and luxury residential lofts on the 3rd and 4th floors. Originally the home of Wendy's of Montana, the 28,000 square foot building was a complete historic renovation, with an investment of $5.5 million into downtown Billings.



JWT CAPITAL LLC

Don Cape, Jr., Principal

Mr. Cape is part of a 4th generation legacy real estate family from Bozeman, MT, which is partially responsible for the development of what's now known as the 19th Street Retail Corridor. He has been involved in real estate development and finance for over 30 years with direct experience in real estate investment banking, Real Estate Investment Trusts (REITs), real estate private equity, commercial and residential real estate development, hospitality, and restaurants. As the founding partner of JWT Capital, LLC, Don is involved in the acquisitions, development, and management of a variety of commercial and residential projects. Currently, the company is involved in several retail, mixed-used, and hospitality developments in Bozeman and Billings. Don is an active member of the Bozeman community with involvement on a variety of boards to include past Finance Chair for the Museum of the Rockies, Chairman of the Montana State University Foundation's ATI board, Montana State University Foundation Board of Governors, community advisory board for First Interstate Bank, and the Big Sky Chapter of Young Presidents Organization. A list of Mr. Cape's recent projects is included below:



Old Chicago Restaurant; Bozeman, MT - 2004 & Billings, MT - 2006

Mr. Cape developed, built, and oversaw the Old Chicago Restaurant Franchises in Bozeman and Billings, investing $5.9 million into the Bozeman and Billings markets and creating over 120 jobs. Old Chicago focuses on showcasing local and regional beer with hand-crafted pizzas and is a leader in the traditional casual dining segment. The Cape's owned the restaurants until 2014, when the regional Johnson Restaurant Group purchased the franchises.



Hilton Garden Inn; Bozeman, MT - 2005 & Billings, MT - 2008

In conjunction with developing the Old Chicago Franchises, Mr. Cape also developed and built the 123-room Hilton Garden Inn, Bozeman and the 128-room Hilton Garden Inn, Billings. The award-winning Hilton Garden Inn brand provides business and leisure guests upscale, affordable accommodations and unexpected amenities through focused service. Not only did the development of these hotels provide a huge boost for the surrounding commercial neighborhoods, it also injected $29.5 million dollars of investment capital in their respective markets.

Stoneridge Square Shopping Center; Bozeman, MT - 2005

Completed in 2005, Stoneridge Square is a large retail center in Bozeman, MT, and consists of 180,000 square feet of first-class retail space located on the 19th Street Retail Corridor. Mr. Cape developed, built, and leased the project which includes national tenants World Market, Sportsman's Warehouse, and REI as anchors. Total investment into the project was over $20 million.



Home2 Suites by Hilton; Billings, MT - 2016

Working with Mr. Honaker to assemble the site, Mr. Cape was the lead developer in the development of the Home2 Suites by Hilton in downtown Billings. The property consists of a 95-room, extended stay hotel in the downtown medical corridor. The Home2 concept was a perfect match for providing quality long-term lodging options to hospital patients and their families, medically-related companies, academic visits to MSU Billings, and other extended stay guests. The project injected $14 million into the downtown hospital corridor.



Blackmore Bend Mixed-Use Development; Bozeman, MT - 2017

Blackmore Bend was a project of various retail and office mixed-use spaces and included local favorite Heeb's Grocery (now Town & Country) as its anchor retail tenant, as well as the Printing for Less headquarters. The project was one of the first major developments on the east side of Bozeman and has transformed an otherwise blighted area. As a result of its $17.5 million investment into the neighborhood, it continues to help spur additional development of the area.



Home2 Suite by Hilton; Bozeman, MT - 2023

Currently under construction, Mr. Cape is the lead developer in the development of the Home2 Suites by Hilton in Bozeman. The property consists of a Hilton-branded 103-room, extended stay hotel and is a perfectly-timed addition for the newly finished Billings Clinic Bozeman. The Home2 will provide quality long-term lodging options for the robust Bozeman tourist market as well as to hospital patients and their families, academic visits to Montana State University, and other extended stay guests. The project is injecting $24 million into the 19th Street corridor.



DESIGN & CONSTRUCTION TEAM

A&E Design is an integrated design firm serving Montana and the Northwest with offices in **Billings**, Bozeman, Missoula, and Kalispell, Montana. As a collection of innovators, they are united for a single purpose: to create impactful experiences for our clients. Founded as A&E Architects, PC, in 1973, they have been dedicated to providing a fresh and innovative approach to architectural design for 50 years.

The firm offers architecture, interior design, historic preservation, and graphic design in one, comprehensive package. They are a team of over 80 diversely talented professionals with a strong commitment to client satisfaction, quality design, and improving the world around us. See their relevant experience in the supporting information section.

Jones Construction, Inc. is a 3rd generation general contracting business that has been operating in the Billings construction market since 1952. They have been the leader in commercial construction within the region and it is primarily due to the systematic approach they apply to all projects.

Their level of commitment to client satisfaction has been proven over the past 70 years with a consistent pattern of delivering quality projects completed ahead of schedule and under budget. Mr. Terpstra has assisted us from the beginning in developing the scope of work. See their relevant experience in the supporting information section.

FINANCIAL PARTNER

Western Security Bank, a division of Glacier Bancorp, is the lender selected for this project. Western Security has provided financing for both developers in past projects and, subject to finishing the underwriting, has expressed interest in providing financing for this project. A pre-qualification letter has been provided in the supporting information section below. Additional information can be provided by contacting the following bankers:

Mike Seppala
President
o: 406.371.8230
c: 406.647.3119

Jerry Simonson
Senior Credit Officer
o: 406.371.8321
c: 406.208.1543

Purchasing Entity

The properties will be purchased by one or more real estate LLC entities that will be created and registered in the state of Montana upon being selected as the winning bidder. This entity(ies) will be wholly-owned by Honaker Realty LLC (William D. Honaker 50%) and JWT Capital LLC (Don Cape, Jr. 50%). Addresses and legal descriptions are below:

SUBJECT PROPERTIES

North Parking Lot

Address: North 27th Street between 1st Avenue North and 2nd Avenue North, Billings, MT 59101
Legal Description: Billings Original Townsite, S03, T01 S, R26 E, Block 92, Lot 5-6, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County

South Parking Lot

Address: North 27th Street between 1st Avenue North and 2nd Avenue North, Billings, MT 59101
Legal Description: Billings Original Townsite, S03, T01 S, R26 E, Block 92, Lot 8-10, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County

Billings City Hall

Address: 210 and 220 N 27th Street, Billings, MT 59101
Legal Description: Billings Original Townsite, S03, T01 S, R26 E, Block 58, Lot 1- 12, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

Purchasing Details & Terms

Buyer: Honaker Realty LLC and JWT Capital LLC or their assigns

Seller: City of Billings

Purchase Price: Submitted in a separate sealed envelope per RFP.

Earnest Money: $25,000 earnest money to be held by First Montana Title (closing agent). Balance to be paid in cash at the respective closings.

Closing: The closing for the North and South Parking Lots would occur approximately 30 days from the execution of a Development Agreement with the City of Billings and removal of all due diligence items. The closing for the remaining Parcels would be 90 days from the City of Billings vacating those assets, unless otherwise mutually-agreed.

Due Diligence: Buyer shall have reasonable access to inspect and investigate all aspects of the property and improvements, which shall include, but not be limited to title inspection, environmental conditions of the properties, structural assessments, mechanical and electrical systems and the general condition of the improvements. Seller agrees to provide any information which it has regarding the presence or disposal of toxic, dangerous, or hazardous substances, if any. Buyer would have 120 days from execution of an acceptable Purchase Agreement to complete their due diligence, unless mutually extended.

Contingencies

1. Execution of an acceptable Development Agreement between the City of Billings and Developer to develop Phase One of Project.
2. Acceptable tax increment financing from the DBP/City for Phase One of the Project.
3. Execution of Franchise Documents with Hotel Company.
4. The purchase of the North and South Parking Lots would be expressly contingent on also acquiring the garage portion of Park 3 at a minimum. Seller to provide easements for common use and ownership documents, if needed.
5. City of Billings to vacate all assets within an agree-to amount of time.
6. City to work with Developer to provide suitable loading and unloading access from 2nd Avenue for hotel guests.
7. Ownership of skybridge would need to be addressed in the Purchase Agreement.

Development Schedule

PHASE	DATES
Request For Proposal	April - July, 2023
Development Agreement/TIF Presentations	August - November, 2023
Council Approval	November, 2023 - January, 2024
Close on North & South Parking Lots	February - March, 2024
Hotel Franchise Agreement Complete	February - March, 2024
Construction Bidding & Design Complete	August - November, 2024
Permitting	November, 2024 - January, 2025
Financing Complete	January - February, 2025
Phase One: Hotel Construction	February, 2025 - July, 2026
City Vacates Phase Two Property	April - May, 2025
Close on Remaining Properties	July - August, 2025
Phase Two: Park 3 Offices & Garage Construction	July, 2025 - February, 2026
Phase Two Tenant Move-In	March - April, 2026
Hotel Grand Opening/Project Complete	June, 2026

Summary

Needless to say, we are excited about the potential of this site and the project as a whole. There are the obvious benefits – an incredible showcase hotel that creates real job growth for the downtown community, a massive investment into the area that not only repurposes stagnant City assets but also gives them much-needed capital to finish their new City Hall location, a local developer and hotel group that understands the process and has a proven track record of quality development projects, an opportunity to provide the Billings Chamber of Commerce with new headquarters so that they may continue their mission in business development, and potentially even the expansion of a non-profit museum that possesses the largest collection of local community artifacts. But even more importantly, it is undoubtedly a statement that the entities involved in the project are committed to Billings and downtown. They're here to stay, which we believe holds significant value for our community and specifically for downtown.

Historically speaking, there have not been many major properties built in downtown Billings for many years. Most of the development has occurred in outlying areas, leaving downtown somewhat stagnant and challenging our identity. We believe that a successful project in this location will help facilitate the recent momentum in downtown and, very possibly, could springboard a number of large potential projects on the edge.

According to the Framework Plan developed by the Downtown Billings Partnership, a project should:

- Assist in the revitalization of the district.
- Attract a stable population within the district.
- Stimulate private investment within the district.
- Generate additional tax revenues.
- Redevelop sub-standard properties.

Simply stated, we feel that there is no project that better serves these requirements.



Supporting Information

WESTERN SECURITY BANK
Division of Glacier Bank

SECURITY YOU CAN TRUST, FROM PEOPLE YOU KNOW.
P.O. Box 30657 • Billings, Montana 59107-0657

westernsecuritybank.com

May 9, 2023

City of Billings
210 North 27th Street
Billings, MT 59101

Ladies and Gentlemen:

This letter will introduce you to Honaker Realty, LLC and JWT Capital, LLC, two prominent members of a soon to be formed Ownership Group that is submitting an RFP to the City of Billings for the purchase and subsequent development of certain real property located in downtown Billings, Montana.

Western Security Bank, A Division of Glacier Bank, has had a long and successful relationship with both of these entities along with the individuals involved with each of these organizations. Western Security Bank has successfully financed projects ranging from hotel financing to historic renovation projects with the individuals and entities mentioned. Included in these financing packages have been complex structures and credit enhancements such as Tax Increment Financing and New Market Tax Credits.

We have preliminarily reviewed the total project as it is currently proposed. The total amount of this completed project is estimated to be around $50 million of which approximately $30-35 million would need to be financed. While this letter should in no way be construed as a commitment of financing, these amounts are within the scope of the proposed ownership group's ability. Western Security Bank is very interested in providing the funding on this project subject to our standard underwriting procedures including structure, appraisals, costs, terms, etc.

If you have any questions or need further information, please feel free to email me at mseppala@westernsecuritybank.com or call at 406.371.8230

Sincerely,

Michael Seppala
President

Marriott International, Inc.
Hotel Development

1 12th St., Suite 201
Astoria, OR 97103

Jason Farmer
Area VP, Lodging Development
720-244-3966
360-450-4804 Fax

May 9, 2023

Don,

We have reviewed your site in downtown Billings, MT for a proposed AC Hotel by Marriott. We are enthusiastic about the site and would support your application for the brand once the site has been secured by your team.

Please note that franchise regulations do not allow Marriott to commit the brand without a formal application and full review and approval by our development committee, however we do support and encourage you to start this process when appropriate. We ask that you please keep the brand confidential until the site is secured and the application process is complete.

We look forward to working with you on this project.

Sincerely,

Jason Farmer
Marriott International
Area VP, Lodging Development

it's BiLLiNGS
Chamber of Commerce

April 25, 2023

William D. Honaker
Honaker Realty LLC
P.O. Box 2094
Billings, MT 59103

Dear Mr. Honaker:

I am writing on behalf of the Billings Chamber of Commerce, along with our Board of Directors. As you know, we are determined to move forward with relocating our offices to downtown Billings, not only for its proximity to many of our members, but also to accommodate changing needs from the business and travel communities. We have spent the last several months assessing the various downtown options for our headquarters and we appreciate your willingness to work with us on your proposed project in the core of our city.

After careful consideration of our options, we have determined your project best suits our needs and we would like to formally express our intention to move forward. Specifically, we are interested in approximately 8,000 square feet of office area in what is now the City's administration offices, and it is our intention to completely develop the space into a first-class headquarters for the Chamber of Commerce and our tourism affiliates (Visit Billings and Visit Southeast Montana). As we have mentioned, our preference would be to purchase the space, but we appreciate your willingness to be flexible with us so that we can assess the liquidation of our current building first and then find the appropriate path forward.

This is a non-binding letter of interest and we understand there is still a considerable amount of development work remaining, including the acquisition of the site from the City. However, it would be our hope that we could continue to move forward with this project in order to get to a more formal contractual agreement.

In the meantime, if you have any questions, please do not hesitate to contact me.

Respectfully



John Brewer
President/CEO

Billings Chamber of Commerce
815 S. 27th St., Billings, MT 59101 | 406.245.4111
billingschamber.com

CITY OF Billings

ATTACHMENT A

VALIDATION QUESTIONS FOR PROPOSER

GENERAL INFORMATION

1) Company Name: Honaker Realty LLC
   Address: P.O. Box 2094, Billings, MT 59103
   Contact Name: William D. Honaker
   Contact Phone: (406) 861-3201
   Contact Email: bill@honaker.us
   Website/URL: N/A
2) How many years has your company been doing business under this name? 17 years
3) References - Please attach a Word© document with all contact information for at least the following three references:
   a) New Company (started doing business with them in the past 12 months)
   b) Retained Company (have been doing business with them for 3 + years)
   c) Former Company (contract terminated in the past 2 years)

LEGAL ISSUES

1) Are there any pending lawsuits against your company? If yes, please explain. No

References for Attachment A

New Company:

Cosentus Technology Services LLC
Garth Fleetwood
406.598.7033
gfleetwood@cosentus.com

Retained Company:

Crist, Krogh and Nord Law Offices PLLC
John Crist
406.698.8893
jcrist@cristlawfirm.com

Former Company:

Well Pared, Inc.
Nicole Griffith
406.672.2022
nspeasl@gmail.com

ATTACHMENT A

VALIDATION QUESTIONS FOR PROPOSER

GENERAL INFORMATION

1. Company Name: JWT Capital, LLC
   Address: 1276 North 15th, Suite 104, Bozeman, MT 59715
   Contact Name: Don Cape, Jr.
   Contact Phone: (406) 579-2316
   Contact Email: dcape@jwtcompanies.com
   Website/URL: N/A

2. How many years has your company been doing business under this name?

   JWT Capital, LLC has been an operating entity for 18 years.

LEGAL ISSUES

1. Are there any pending lawsuits against your company? If yes, please explain.

   There are no pending lawsuits against JWT Capital, LLC or any of its affiliated companies.

References for Attachment A

New Company:

Furniture Industries, Inc.
Marc Gensler
763.299.0186
mgensler@furnitureindustries.com

Retained Company:

A&E Design
Dusty Eaton
406.248.2633
deaton@ae.design

Former Company:

Heebs Fresh Market
Mitch Bradley
406.579.4125
mitchbradley@yahoo.com

CITY OF Billings

ATTACHMENT C

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to all terms included as part of this RFP.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

Honaker Realty LLC	
Legal Name of Firm/Corporation	Authorized Signature
P.O. Box 2094	William D. Honaker
Address	Printed Name
Billings, MT 59103	Principal
City/State/Zip	Title
June 16, 2023	(406) 861-3201
Date	Telephone Number

ATTACHMENT C

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to all terms included as part of this RFP.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

JWT Capital, LLC	
Legal Name of Firm/Corporation	Authorized Signature
1276 North 14th, Suite 104	Donald E. Cape, Jr.
Address	Printed Name
Bozeman, MT 59715	Managing Member
City/State/Zip	Title
May 30, 2023	(406) 579-2316
Date	Telephone Number

CITY OF Billings

ATTACHMENT F

PROPOSER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	William D. Honaker
Title/Function:	Principal
Address	P.O. Box 2094, Billings, MT 59103
Business Hours Phone:	(406) 861-3201
Fax:	(406) 248-7607
Internet E-mail Address:	bill@honaker.us
Name of Person Responding to Request:	William D. Honaker
Title/Function:	Principal
Address:	Same as Above
Phone:	(406)861-3201
Fax:	Same as Above
Internet E-mail Address:	Same as Above

B. General Company and Financial Information

Company Name:	Honaker Realty LLC
Headquarters Address:	P.O. Box 2094
City, State, ZIP	Billings, MT 59103
Headquarters Phone:	(406) 861-3201
Headquarters FAX:	(406) 248-7607
Company Owned By:	William D. Honaker
Percent % Ownership:	100%
Years In Business	17 Years
Name of CIO	N/A
Name of CEO/President:	Same

CITY OF Billings

ATTACHMENT F

PROPOSER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	Donald (Don) E. Cape, Jr.
Title/Function:	Managing Member
Address:	1276 North 15th, Suite 104, Bozeman, MT 59715
Business Hours Phone:	(406) 579-2316
Fax:	N/A
Internet E-mail Address:	dcape@jwtcompanies.com
Name of Person Responding to Request:	Don Cape, Jr.
Title/Function:	Managing Member
Address:	1276 North 15th, Suite 104, Bozeman, MT 59715
Phone:	(406) 579-2316
Fax:	N/A
Internet E-mail Address:	dcape@jwtcompanies.com

B. General Company and Financial Information

Company Name:	JWT Capital, LLC
Headquarters Address:	1276 North 15th, Suite 104
City, State, ZIP Headquarters Phone:	Bozeman, MT 59715
Headquarters FAX:	N/A
Company Owned By:	Donald E. Cape, Jr.
Percent% Ownership:	100%
Years In Business:	18
Name of CIO:	N/A
Name of CEO/President:	Donald E. Cape, Jr.

A&E Design's Experience

A&E Design's collaborative approach to commercial and hospitality projects is threefold: identify the story, infuse it into design, and foster unforgettable experiences. They consider all aspects of human experiences in a space—what they see, feel, and engage with at every turn. Their custom designs immerse visitors and users in local culture and foster affinity because they deeply understand the essence of place. By integrating brand identity and art, A&E Design creates boutique spaces with unforgettable craftsmanship and character

Since 1973, A&E Design has been committed to shaping Billings to position it for growth. With a location downtown, they are passionate about making the community an attractive and vibrant place to be.



McDonald Building; Billings, MT

The McDonald Building has experienced significant transformation since its original construction in 1907. In support of the revitalization of downtown Billings, the structure serves as a multi-use building, offering both business and residential space for lease.

AIA MT Award



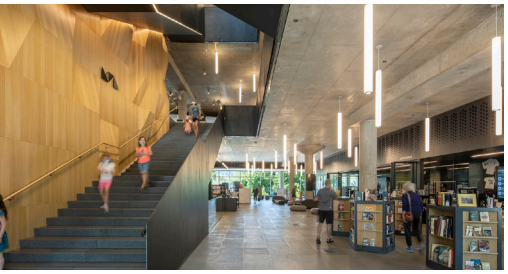
KOA Corporate HQ; Billings, MT

KOA enlisted A&E Design to capture its mission of "connecting family and friends to the outdoors and each other" in a new headquarters facility. They desired a hospitality environment that integrates with the surrounding landscape while promoting health and connectivity inside. We honored the site's natural surroundings by designing a building that blends with the scenery while standing out as a stunning landmark.



Northern Hotel; Billings, MT

A&E Design restored the historic hotel with the intent to re-establish it as a working Montana enterprise central to the regional business community, ending several years of abandonment and neglect. While the hotel's design had previously followed an eclectic style, the new design aimed to establish a stronger, more consistent use of modernist and contemporary design features.



Missoula Public Library; Missoula, MT

Designed and built as a dynamic community hub and resource center, the new library is a national model for the transformational future of libraries. It is an innovative, multiuse space that houses the library along with four prominent community organizations.

Public Library of the World; AIA MT Award; AIA MN Award; and AIA Library Building Award

Jones Construction's Experience

Jones Construction has been the leader in commercial construction within the region, primarily due to the systematic approach they apply to all projects. The project team is driven to exceed owner expectations in the successful delivery of their projects by following the guiding principles that have been the bedrock for over 70 years: Communication, Relationships, Proactive, Highest Standards, and Expertise.

With a strong passion for Billings' development, Jones Construction, a third-generation contracting business that's been in the city since 1952, is all in when it comes to fueling its growth and making it thrive.

Diamond X Beer Company; Billings, MT

The Diamond X Beer Company project included a two-story brewhouse, a restaurant with patio dining, and a commercial kitchen. Building this elaborate 13,000 square foot brewing company within a 12-month project duration required numerous hours of MEP coordination.



Briggs Distributing – Coors; Billings, MT

The Briggs Distributing tilt-up project included a new 60,000 square foot distribution warehouse with office space, loading docks, and a fully fenced site. The construction of the project took 9 months to complete. Currently, an additional 32,000 square feet is being added in a duration of seven months to expand the warehouse space and include parking under the 5,000 square foot carport.



McDonald Building; Billings, MT

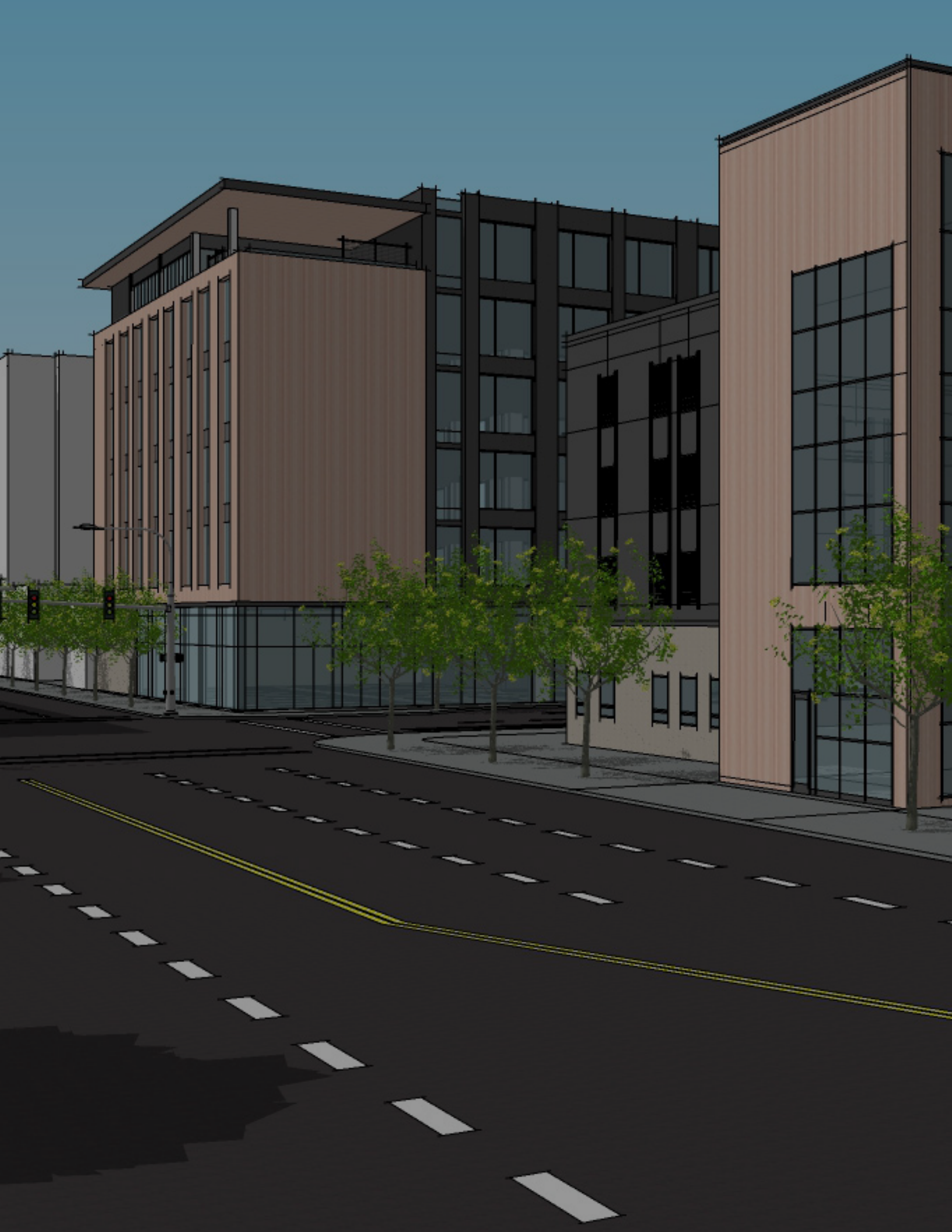
The McDonald Building project was a renovation of a 100+ year old commercial building in downtown Billings. The project consisted of a 4-story renovation with 2 floors of condos and 2 floors encompassing office space. This 42,000 square foot building had a 9-month duration that included replacing large portions of structure, new elevator, new cooling tower/chilled water system, and interior/exterior finishes.



Fratt Historical Condominiums; Billings, MT

The project was a full renovation of a 102-year-old Catholic school. It entailed transforming all three stories of the building into 13 high-end condominiums. With a fast-paced schedule of 7 months, the 20,000 square foot building underwent numerous enhancements, including the addition of new structural members, an elevator, a parking structure, extensive MEP upgrades, and the incorporation of high-end finishes.






thank you

DEVELOPERS

Honaker Realty LLC
William D. Honaker, Principal

JWT Capital LLC
Don Cape, Jr., Principal

Purchase and Sale Agreement

Seller: The City of Billings
Buyer: Honaker Realty, LLC & JWT Capital, LLC

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made effective as of the latest date set out below in the signature block ("Effective Date"), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns ("Buyer"), and the **City of Billings** ("Seller").

FOR VALUABLE CONSIDERATION, IT IS AGREED:

1. Description of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions stated in this Agreement, the following property (collectively, the "Property"):

(a) **Real Property**. That real estate in Yellowstone County, Montana (the "Property"):

Parcel A: (the "Parking Lots").

Lots 5-6 & 8, 9, & 10, Block 92, of the Original Town, Now City of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in office of the Clerk and Recorder of said County.

Together with all: (a) appurtenances, improvements and fixtures (except as may be excluded below); and (b) all mineral rights held by Seller, if any, which were not previously severed from the real property. Seller shall make no warranty or representation to Buyer regarding any, wind or solar rights appurtenant or related to the Property, but shall transfer and convey (without warranty or representation) any, solar and wind rights that Seller may have with respect to the Property, if any.

Parcel B: (which contains two buildings the "Old City Hall Building" on the northern portion of Parcel B and the "Garage Building" consisting of the parking garage and office building on the southern portion of Parcel B).

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 58 of the Original Town, Now City of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in office of the Clerk and Recorder of said County.

Together with all: (a) appurtenances, improvements and fixtures (except as may be excluded below); and (b) all mineral rights held by Seller, if any, which were not previously severed from the real property. Seller shall make no warranty or representation to Buyer regarding any, wind or solar rights appurtenant or related to the Property, but shall transfer and convey (without warranty or representation) any, solar and wind rights that Seller may have with respect to the Property, if any.

(b) **Personal Property**. The following personal property (the "Personal Property"), which is to be left upon the Real Property as part of the property purchased: (a) all

fixtures; and (b) any Personal Property that the Parties agree shall be left on the Property pursuant to a subsequent agreement in writing.

Seller and Buyer recognize and agree that the legal descriptions stated herein are tentative and will be modified by the property description information contained within the preliminary title commitment provided by Seller as detailed below, but only as approved by Buyer in writing; provided, further, that Buyer must be satisfied as to the sufficiency of the legal description and the condition of title conveyed as a contingency up to, and for, each Closing.

2. **Purchase Price**. The purchase price for the Property ("Purchase Price") is as follows:

(a) The Purchase Price for the Property is Two Million Eight Hundred Thousand Dollars ($2,800,000.00). Payment of the Purchase Price shall be made as follows:

(1) $35,000.00 earnest money (Earnest Money"), payable upon complete execution of this Agreement, which shall be held by the Closing Agent defined below in accordance with terms of this Agreement; and

(2) $2,765,000.00 on the Closing Date in cash or certified funds.

(3) Buyer may extend the Closing Date by up to one hundred twenty days (120) days by giving Seller written notice that Buyer is extending the closing date and by paying the additional Earnest Money Deposits to the Closing Agent, as provided in Section 11(f) hereafter. The Extension Payments of additional Earnest Money shall be applied to reduce the Purchase Price. In the event that the sale does not close through no fault of Seller, then Seller shall retain the $100,000.00 deposit and shall retain all rights and remedies under this Agreement, as provided in Section 11(f).

3. **Closing**.

(a) Subject to the satisfaction of all contingencies herein, the closing ("Closing") shall be held subject to the following schedule at the office of First Montana Title ("Closing Agent"), unless otherwise mutually agreed by the parties. Seller shall pay for the cost of a standard ATLA Owner's Policy in the amount of the Purchase Price. Buyer shall pay and be solely responsible for any additional premiums or other costs in addition to the premium for standard coverage if Buyer elects to obtain ALTA extended coverage or any title endorsements to the title insurance policy. All other closing costs and fees, which do not include attorney fees and costs of the parties, shall be shared equally by Buyer and Seller. Provided that Buyer does not terminate this Agreement by reason of its due diligence during the Contingency Period or the failure of a contingency herein, the Closing of shall be held within thirty (30) days of the expiration of the Contingency Period, unless otherwise mutually agreed by the parties in accordance with the terms of this Agreement.

(b) It is Seller's intention to close the sale of the Property at one Closing through which Seller would transfer and convey Parcels "A" and "B" to Buyer. However, Buyer

may, at Buyer's option, bifurcate the Closings of Parcels "A" and "B" and close on Parcel "A" earlier than closing on Parcel "B", on the following terms: (i) Buyer waives all contingencies to closing set forth in this Agreement for both Parcel "A" and *Parcel* "B"; and (ii) pays the Purchase Price for Parcel "A". The closings on both Parcels "A" and "B" must occur no later than the first anniversary of the Effective Date of this Agreement. For the purposes of this Agreement, the Purchase Price for Parcel "A" shall be Seven Hundred Thousand Dollars ($700,000.00) and the Purchase Price for Parcel "B" shall be Two Million One Hundred Thousand Dollars ($2,100,000.00).

4. **Conveyance Documents**. On the Closing Date for each sale, the Seller shall execute and deliver to the Closing Agent:

(a) A warranty deed conveying merchantable fee simple title to the Real Property to the Buyer free and clear of all liens and encumbrances, and subject only to: (i) reservations and exceptions in patents from the United States or the State of Montana; (ii) easements and rights-of-way of record; (iii) building, use and zoning restrictions, ordinances, and waivers of record, and sanitary and environmental restrictions; (iv) taxes and assessments prorated for the year of Closing and subsequent years which are not yet delinquent; (v) all mineral rights and prior conveyances, leases, transfers of any interest in minerals, including oil and gas and other hydrocarbons; (vi) all declarations, restrictions, covenants, and conditions of record; (vii) Permitted Exceptions as defined below;

(b) A bill of sale conveying valid title to the Personal Property (if any) to Buyer free and clear of all liens and encumbrances. All Personal Property shall be conveyed **AS IS** and **WHERE IS**. Seller shall make **NO WARRANTY** and **NO REPRESENTATION** as to the Personal Property;

(c) A Montana Realty Transfer Certificate(s) for the Property; and

(d) Any and all other documents reasonably necessary to convey the Property to Buyer (all of the foregoing documents are collectively referred to as the "Conveyance Documents").

5. **Right of Entry**. Seller grants to Buyer (and Buyer's employees, agents and representatives) the right to enter the Property with a minimum 24-hour notice to the City Facilities Manager, during regular business hours, in order to inspect and investigate the same. Buyer may, at Buyer's sole expense, conduct reasonable soils, engineering and other tests and studies on the Property. Buyer shall not cause or suffer any lien or other encumbrance to be recorded against the Property; and shall promptly cause any such lien or other encumbrance caused or suffered by Buyer (including construction liens arising out of Buyer's activities) to be immediately discharged or bonded over to Seller's reasonable satisfaction. Buyer hereby indemnifies, protects, agrees to defend with counsel chosen by Seller (and reasonably acceptable to Buyer), and hold Seller, and its officers, officials, insurance companies, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising, claimed or incurred against or by Seller, or its officers, officials, insurance companies, employees or agents, from all investigations, inspections, tests, and other activities undertaken on or with regard to the Property by Buyer, or its officers, directors, employees, agents, licensees and invitees, prior to the Closing Date. The provisions of this Section shall survive any termination of this Agreement or the Closing of the transaction contemplated hereby and shall not

be reduced or impaired by receipt by Seller or any sums and liquidated damages hereunder. Provided, however, that Buyer shall not indemnify Seller against any claim arising from Seller's negligence or for any claims, liabilities, penalties, damages, costs, expenses, demands, and causes of action, arising from any pre-existing conditions on the Property.

6. **Prorations**. Taxes and assessments on the Real Property for the current year shall be prorated between the parties as of the Closing Date. Buyer shall pay all taxes and assessments on the Real Property thereafter. Encumbrances to be discharged by Seller may, at Seller's option, be paid out of the Purchase Price at the Closing Date.

7. **Possession**. Buyer shall be entitled to possession of the Property on the Closing Date for each Parcel unless otherwise specified herein.

8. **Assignment**. Buyer may assign, in whole or in part, this Agreement in which Buyer, or its members, is a member or shareholder or partner, it being recognized that Buyer intends to form one or more entities to facilitate the development of the Property. In addition, in the event that Buyer's or its assignee's project funding or development requirements, or their IRC Section 1031 tax free exchange requirements, or their project development related credit or payment terms, require the assignment of their rights herein to another person or entity, in whole or in part, then Buyer and/or its assignee, with notice of such assignment to Seller, may assign their rights herein.

9. **Environmental**. Seller discloses to Buyer that the Property may contain lead paint and/or asbestos and/or other environmental contaminants. Additionally, Seller discloses that the Environmental Protection Agency declared a portion of downtown Billings to be a "Superfund Site" in connection with a chemical plume involving solvents from old dry-cleaning businesses. Seller has not determined whether or not the Property, or any portion of the Property, is located within the Superfund Site. Seller recommends additional environmental investigation and testing. Seller is unaware of the presence of any toxic or "hazardous material" (as defined under federal and Montana law) on or upon the Real Property in violation of or subject to remediation pursuant to any environmental law or regulation and Seller has not received any notice or communication of any alleged violation of any environmental law or regulation pertaining to the Real Property, except for the November 16, 2023 Notice from the United States Environmental Protection Agency regarding the presence of site contaminants of potential concern on Parcel B, the Old City Hall Building. During the Contingency Period, Buyer may inspect all of the Property for environmental matters at its cost. Seller will provide all environmental related information in its file to Buyer for inspection and Buyer may contact all persons or entities of its choosing, including employees of Seller, to determine and verify the extent of any environmental matters on the Property before the expiration of the applicable Contingency Period for each Parcel. To Seller's knowledge, no portion of the Real Property has ever been used for a dump or landfill. Seller is unaware of any underground storage tanks located on the Real Property, and to Seller's knowledge, no underground storage tanks have been removed from the Real Property except in compliance with applicable Montana and federal law. Seller shall provide to Buyer any environmental investigation reports that Seller may reasonably be able to locate in Seller's records. Buyer acknowledges that the Old City Hall Building was constructed on or around 1940. The age of the Old City Hall Building substantially exceeds the Seller's document retention policy. The Old City Hall Building predates the existence of computers. Over the decades, document retention policies and computer software programs have changed. As a result, the Seller may not be able to locate all environmental records related to the Old City Hall Building from 1940 to the present.

10. **Environmental Review**. Buyer shall have the right to enter onto the Real Property at reasonable times and in a reasonable manner, with minimum 24-hour notice to Seller, for the

purpose of making such environmental tests and surveys as Buyer deems necessary in connection with this Agreement at its sole cost, risk, and expense. Without warranty by Seller, Seller agrees to provide Buyer with any information which it has relating to the potential presence of or disposal on the Real Property of toxic, dangerous, or hazardous substances. After making such tests, studies and inspections, Buyer shall restore the Real Property to its condition prior to such tests, studies, and inspections. Buyer shall have until the expiration of the Contingency Period below for each respective Parcel to review the environmental condition of the Property. Should Buyer's environmental review indicate that there are or may be toxic, dangerous, or hazardous substances located on or about the Real Property in any particular Parcel, or Parcels, Buyer may, by notice in writing to Seller on or before the expiration of the Contingency Period below for each respective Parcel, terminate this Agreement, in which event Buyer shall be entitled to the return of the Earnest Money as provided below. Buyer shall, however, furnish a copy of such environmental review to Seller. Buyer's failure to so notify Seller on or before the expiration of the Contingency Period below for each respective Parcel shall be deemed conclusive evidence that Buyer desires to proceed to closing and accepts the Property in its **AS IS** condition with respect to environmental matters. In the event that Buyer gives written notice to Seller that it must terminate the Agreement by reason of an environmental issue during the Contingency Period, then the Agreement, at the election of Buyer, shall be deemed to be terminated in whole without liability, damage, fee, penalty, payment, or cost to Seller by Buyer, with return to Buyer of any Earnest Money paid by Buyer to the Closing Agent for the benefit of Seller hereunder.

11. Buyer's Contingency Period and Title Review.

(a) **Buyer's Contingency Period**. The Buyer's "Contingency Period" shall commence on the Effective Date of this Agreement and shall terminate on the one hundred eightieth (180) day following the Effective Date. Notwithstanding the foregoing, so long as Buyer has approved or waived, or otherwise acknowledged satisfaction of all matters referred to in Sections 11(b) (title contingencies) during the timeframe described in Section 11(b), Buyer may extend the Contingency Period in thirty (30)-day increments on not more than four (4) occasions, upon Buyer's complying with the conditions of Section 11(g) and by Buyer giving written notice to Seller at least two (2) business days prior to the expiration of the Contingency Period, as then in effect, and by tendering the Extension Payment(s) referred to in Section 11(f) below.

(b) **Title Review**. Buyer's obligation to proceed with the purchase of the Property is subject to Buyer's review and approval, in Buyer's sole and absolute discretion, the condition of title ("title") to the Real Property. Seller shall provide Buyer with a standard ALTA Owner's Title Insurance Policy, as Seller's cost, with insurance in the amount of the Purchase Price.

(1) At Buyer's election, Buyer may obtain an ALTA survey of the Real Property in form and substance acceptable to Buyer. Any ALTA survey shall be prepared at Buyer's cost. Similarly, Buyer may order an ALTA Owner's Extended Coverage Policy of Title Insurance. Seller will pay for the cost of a Standard Owner's Title Insurance Policy. Any increase in cost for an Extended Coverage Policy shall be the responsibility of Buyer.

(2) Buyer shall have thirty (30) days from the delivery of the Preliminary Title Commitment to approve or disapprove, in Buyer's sole and absolute discretion, the condition of Title to the Property.

(3) In the event Buyer disapproves of Title to the Real Property within the period specified above, Buyer shall identify, in a written notice to Seller, which exceptions and conditions Buyer deems unacceptable (whether revealed by Title Company's Preliminary report, any ALTA Survey obtained by Buyer, or otherwise), and Seller shall have ten (10) business days following Seller's receipt of Buyer's notice of objection to commit, in a separate written notice to Buyer, to deliver Title to the Real Property on or before the Latest Closing Date free and clear of the exceptions and other conditions objected to by Buyer. If Buyer has objected to Title as herein above provided, then unless Seller commits to remove all exceptions and other conditions objected to by Buyer with the time prescribed above, this Agreement shall be automatically terminated unless Buyer waives the exception and other objections to Title that Seller declined to remove on or before the tenth (10^{th}) business day following Buyer's receipt of Seller's written notice that Seller will not commit to removal of all exceptions objected to by Buyer. In the event that Buyer has not given Seller written notice of objection to Title within the time required above Title shall be deemed to be approved in its entirety. Buyer acknowledges that there are existing encroachments on Parcel A. Specifically, the Grand Building (to the south of Parcel A), encroaches upon Parcel A by approximately 6" and for two (2) sky bridges that are attached to the buildings on Parcel B. The Grand Building encroachment shall be a contingency for Closing until the Seller completes a lot line adjustment of the south property line, after which the Grand Building encroachment shall not be a contingency for Closing. The two sky bridges shall be a contingency for Closing until: (a) the Seller obtains encroachment agreements, encroachment permits, or similar approvals for the sky bridges; and (b) can confirm that Seller can convey to Buyer at closing, clear title to the sky bridges (except for the referenced encroachment agreements, encroachment permits, or similar approvals acceptable to Buyer) after which the sky bridges shall not be a contingency for Closing.

(4) All title exceptions and other conditions approved by Buyer pursuant to this Section together with all other exceptions and encumbrances created by Buyer, shall be referred to herein as the "Permitted Exceptions."

(c) **Buyer's Inspection and Due Diligence**. Buyer's obligation to proceed with the Purchase of the Property is further subject to fulfillment or waiver by Buyer, within the Contingency Period, of each of the contingencies set forth in Section 11 and as otherwise provided in this Agreement. It is understood and agreed that all Contingencies require Buyer's approval, which may be given or withheld in Buyer's sole and absolute judgment; consequently, Buyer's failure to waive or acknowledge satisfaction of any of the Contingencies, even if Buyer's failure to approve is unreasonable and even if Buyer fails to pursue all information relevant to an informed decision, shall not be a default by Buyer under this Agreement.

(1) Buyer must approve, in Buyer's sole and absolute discretion, all due diligence materials delivered by Seller for Buyer's review. In addition, Buyer may obtain (at Buyer's cost and expense) and approve (in Buyer's

discretion) an engineering survey of the Property, Buyer's own Phase I and/or Phase II environmental site assessments, soils tests, structural and mechanical inspections and tests, and any other due diligence investigation, and any other investigation or test that Buyer deems prudent, in Buyer's sole and exclusive judgment.

(2) Buyer must be satisfied (in Buyer's sole discretion) with the results of Buyer's investigation into the physical condition of the Real Property.

(3) Without limiting the effect of any of the above, Buyer, in its absolute and sole discretion, and in the exercise of its due diligence during the Contingency Period, must be satisfied with any and all business, economic, structural, environmental, governmental, tax, transactional and financing matters for Buyer's intended development and project involving the Property, including being granted reasonable access to the improvements to the Parcel A and B Property, either personally or by its authorized agents, to inspect and investigate all aspects of the improvements thereon, including, without limitation, the roof, heating, cooling, structural, access, plumbing and electrical systems, and to examine any other matters relating to the status or the condition of the improvements to the Property.

(4) Execution of an acceptable Development Agreement between DBP and Buyer to develop Parcel A.

(5) Approval for Tax Increment Funds from DBP and Seller to Buyer for the reimbursement of up to $5,000,000.00 for qualified public expenditures for Phase One of the project referenced above.

(6) Execution of Franchise Agreements with the hotel company involved in Phase One of the project located on Parcel A.

(7) Seller agrees to vacate the Property identified as Parcel B, on or before February 1, 2025 or within thirty (30) days of Closing, whichever is later, unless otherwise mutually agreed by both parties.

(8) Seller shall provide suitable loading and unloading areas from 2nd Avenue North for hotel guests.

(9) An agreement with the City Parking Division to provide management of the parking on Parcels A and B until the start of construction of Phase One for an agreed-to fee.

(10) Buyer must obtain the approval of the DBP to remove the portable public rest room located on Parcel B and relocate the same to other property, not including any of the Property purchased herein, by the start of substantial construction of Buyer's Phase One improvements on Parcel A.

(11) The Seller shall determine if the Grand Building to the south encroaches on Parcel A and, if so, the Seller shall remedy that encroachment by re-platting Parcel A or by doing a lot line adjustment so that at the time of

Closing of the sale of Parcel A, there shall be no encroachment by the Grand Building. Prior to the Closing, Seller shall confirm its ownership of the sky bridges, and obtain Buyer accepted encroachment agreements, permits, or other appropriate approvals for the sky bridges. At Closing, Seller shall convey fee title through the warranty deed to the sky bridges to Buyer free of liens and encumbrances except for the mutually agreed encroachment agreements, encroachment permits, or other approvals.

(d) **Time/Failure of Contingencies**. Buyer shall have until the expiration of the Contingency Period to approve, disapprove or waive the Contingencies, in Buyer's sole and absolute discretion. In the event the Contingencies are disapproved prior to the expiration of the Contingency Period (disapproval to be evidenced by a writing from Buyer to Seller received within the Contingency Period), or if the Contingency Period lapses without the Contingencies having been approved, fulfilled or waived by Buyer (approval to be evidenced by a writing from Buyer to Seller received within the Contingency Period), this Agreement shall be automatically terminated, whereupon all rights and obligations of Seller and Buyer to the other shall cease and terminate, subject to Buyer's limited indemnification obligations set forth in Section 9; provided, however, that in the event of unsatisfied Contingencies of Buyer, both Buyer and Seller shall meet and negotiate in good faith to attempt resolve such unsatisfied Contingencies, if possible, before the expiration of the Contingency Period. Effective upon the date of any such termination as provided above, the Closing Agent shall return to Buyer the Earnest Money Deposit (with accrued interest) in Escrow without liability, damage, fee, penalty, payment, or cost to Seller by Buyer.

(e) **Approval**. Upon approval, fulfillment or waiver of the Contingencies, Buyer shall thereafter proceed with this transaction on the terms and conditions set forth herein.

(f) **Extensions**. On or before two (2) business days prior to the end of the Contingency Period, as then in effect, Buyer may elect to extend the Contingency Period for up to four (4) periods of thirty (30) days each, exercisable upon written notice to Seller. Each such extension notice shall be accompanied by the payment of twenty-five thousand dollars ($25,000) to the Closing Agent, (each an "Extension Payment") for each thirty-day period of extension. Notwithstanding the foregoing, Buyer shall not be permitted to extend the Contingency Period unless Title has been approved in accordance with Section 11 with respect to all of the Property, both Parcels "A" and "B". Except as provided below, all Extension Payments shall be non-refundable, notwithstanding later termination of this Agreement or failure of the transaction contemplated hereby to close, for any reason; provided, however, that in the event that this transaction does not close because of a default by Seller, then Buyer shall be entitled to a full and immediate refund of all Extension Payments (without interest), and may, in addition, pursue any and all other legal or equitable remedies available to Buyer. In the event that this transaction closes, then all Extension Payments shall be applied to the Purchase Price.

12. Independent Investigation. Buyer and Seller agree that the representations and warranties, and any limitations thereof, contained in this paragraph shall survive closing. Buyer enters into this Agreement in full reliance upon Buyer's independent investigation and judgment, and neither Seller nor Seller's agents or attorneys make any warranties or representations to Buyer, whether express or implied, about the Property except as specifically stated herein. There are no

verbal or other agreements which modify or affect this Agreement. By closing this transaction, Buyer acknowledges and agrees that: (a) Buyer has fully investigated the Property, including, but not limited to, zoning, environmental, structural, and construction conditions, and is satisfied that the Property and the condition of the Property are suitable for Buyer's intended use; (b) Buyer completed Buyer's due diligence investigation to Buyer's satisfaction; (c) Buyer's due diligence investigation has not been hampered or limited by Seller in any manner or respect; (d) Buyer is satisfied with the Property and its condition; (e) Buyer accepts the Property in its "**AS IS, WHERE IS**" condition; (f) Buyer acknowledges and agrees that Seller makes **NO WARRANTY OR REPRESENTATION,** of any kind or nature, except as may be provided under the warranties stated in the warranty deed, including but not limited to that the Property is fit for any particular purpose or that it is habitable; (g) Buyer will close this transaction in full reliance upon Buyer's independent investigation and judgment, and that any prior verbal representation (if any) by Seller (or anyone on behalf of Seller) will not modify or affect this Buy-Sell Agreement; (h) Buyer has not and shall not rely upon any statement or representation from Seller or anyone acting on behalf of Seller as to the condition of the property; and (i) Buyer is not relying and shall not rely upon any statement or representation of Seller except for the express written representation in this Buy-Sell Agreement and in Seller's Warranty Deed. Seller shall cooperate with and facilitate Buyer's investigation of the Property. Seller shall provide Buyer with any written reports relating to environmental and structural conditions of the Old City Hall Building that Seller may reasonably locate. Additionally, Seller shall provide any third-party entities with whom the Seller may have contracted with permission and authorization to communicate and share information with Buyer.

13. Buyer's Development Obligations. This section outlines the Buyer's responsibilities to redevelop and maintain Parcel B. Buyer shall maintain the Old City Hall Building, the Garage Building and the surrounding land, ensuring it remains aesthetically pleasing and free from blight. The Buyer commits to the ongoing care of the exterior of both buildings, landscaping, preventing the accumulation of trash, litter, graffiti, or any unsightly elements on Parcel B and to addressing any issues that may arise. Furthermore, the Buyer must refrain from boarding up windows and is obligated to promptly repair or replace any broken windows or doors to uphold the property's visual appeal. The Buyer is granted maximum flexibility in redeveloping the Parcel B Property, including the Old City Hall Building and the Garage Building, which may include options such as remodeling the existing buildings, partial or complete demolition of the buildings, or converting the buildings into condominiums, among other possibilities. The Seller's primary objective is to ensure the property's consistent maintenance with the explicit purpose of preventing blight and preserving the revitalization efforts of the downtown area. This paragraph is not intended to limit or restrict the Buyer's use or redevelopment of Parcel B. Buyer's obligations under this paragraph shall survive Closing. Buyer's continuing obligations to Seller under this Section shall terminate upon the earliest of the following to occur: (a) Buyer obtains a tenant for the Old City Hall Building on Parcel B; (b) Buyer demolishes some or all of the Old City Hall Building; or (c) Buyer opens a new hotel on Parcel A.

14. Exclusion of Old City Hall Building. It is the intention of the Parties to close the sale of Parcel A and Parcel B at the same time. Parcel B includes the Old City Hall Building on the north side of Parcel B. If, during Buyer's Contingency Period, Buyer's investigation and due diligence determines that there are Significant Environmental or Structural Problems or Material Economic Concerns (as defined herein) with the Old City Hall Building that make the use, development, and occupancy of the Old City Hall Building uneconomical, then Buyer shall make full disclosure of all investigations and reports on the Old City Hall Building to Seller, including but not limited to the projected costs of remediating or curing any environmental or structural or material economic issues with the Old City Hall Building. Thereafter, Buyer and Seller shall attempt to resolve and address the environmental, structural and/or material economic issues raised by Buyer prior to the

expiration of the Contingency Period, unless such Period is extended by mutual agreement in writing. If Buyer and Seller reach an agreement on addressing any Significant Environmental or Structural Problems or Material Economic Concerns with the Old City Hall Building, then that Contingency shall be eliminated and the sale of both Parcels A & B of the Property, including the Old City Hall Building, shall proceed. If Seller and Buyer cannot reach an agreement on addressing the Significant Environmental or Structural Problems or Material Economic Concerns with the Building, then Buyer may, in Buyer's sole and exclusive discretion: (a) terminate this Agreement after which neither party shall have any duty or obligation to the other party except for return of the Earnest Money to Buyer; or (b) elect to exclude the Old City Hall Building from the Closing and sale, as provided hereinafter in Section 14(c).

(a) **Significant Environmental or Structural Problems or Material Economic Concerns**. For the purposes of this Agreement, the term "Significant Environmental or Structural Problems or Material Economic Concerns" shall mean the identification of unknown environmental or structural problems with the Old City Hall Building, or during the Contingency Period, a material economic concern develops for Buyer with respect to the reasonable development of the Old City Hall Building consistent with its overall development of the Property, and is a problem: (a) of such a scope or magnitude that the use, development, and/or occupancy of the Old City Hall Building would be uneconomical for any projected use of the Old City Hall Building in the development of the Property as a whole, with documentation of such hardship to be presented to the City; or (b) that would cost Buyer in excess of Three Hundred Thousand Dollars ($300,000.00) to remediate and/or cure. An "unknown" Significant Environmental or Structural Problem shall mean any environmental or structural problem that is either unknown as of the date of this Agreement or the serious magnitude of which is unknown as of the date of this Agreement. The following matters shall not be considered "unknown" Significant Environmental or Structural Problems: (a) the presence of asbestos that can be removed, encapsulated, or abated for a reasonable cost not to exceed $100,000.00; (b) the presence of lead paint that can be removed or abated at a reasonable cost not to exceed $100,000.00; (c) the Building being included in an EPA Superfund Site because of a chemical plume involving solvents from old dry-cleaning businesses; or (d) site contaminants of potential concern detected in subslab samples by the EPA in 2023 that can be addressed or abated at a reasonable cost not to exceed $100,000.00. A Material Economic Concern is one affecting the Old City Hall Building that is determined by Buyer in the course of its due diligence to be one that would adversely affect the economic development potential of the Old City Hall Building in an amount of at least Three Hundred Thousand Dollars ($300,000.00).

(b) **Joint Use Agreement**. If there are Significant Environmental or Structural Problems or Material Economic Concerns (as defined herein) with the Building and the Parties cannot agree on how to remediate or cure those problems, the Buyer may elect to exclude the Old City Hall Building from the Sale and the parties shall reasonably cooperate to put into place such joint use agreements as may be referenced below.

(c) **Notice to Seller**. Buyer shall provide written notice to Seller, at least two (2) business days prior to the expiration of Buyer's Contingency Period as provided in Section 11(a), that Buyer has elected to exclude the Old City Hall Building from the Sale. As part of the Notice, Buyer must either waive or accept as satisfied all other contingencies in connection with the sale of Parcel A and all of Parcel B, with the exception of the Old City Hall Building. Upon receiving such notice from Buyer, Seller shall prepare and submit to Buyer a draft Joint Use Agreement to govern the use and operation of (a) the Old City Hall Building to the north and (b) the Garage Building to the South. All costs associated with

separating the Old City Hall Building from the Garage Building shall be the sole cost and expense of the Buyer. Buyer shall develop a plan to separate the systems within the Old City Hall Building from the remaining portion of Parcel B or for the joint use of some or all of the building systems. All costs and expenses associated with developing a Joint Use Agreement or with separating the Old City Hall Building and/or the building systems from the remainder of Parcel B shall be done at the cost and expense of Buyer, without any financial contribution from Seller. The Parties shall negotiate in good faith to agree upon a final Joint Use Agreement that would be subject to approval of both Buyer and Seller. The approval of the Seller will require formal approval of the Joint Use Agreement by the Billings City Council at a properly noticed public hearing. The Parties acknowledge that the Old City Hall Building and the Garage Building are separate buildings that are located on separate legal parcels, but share certain systems. Accordingly, the Parties must agree upon an equitable cost sharing agreement to address maintenance, replacement, and operating expenses of those systems as well as security and access issues. If Buyer and Seller cannot agree upon an acceptable Joint Use Agreement, then Buyer may elect to terminate this Agreement as its sole remedy, as provided above. If the Building is excluded from the Sale, the purchase price attributable to the southern portion of Parcel B will not be reduced. If Buyer elects to exclude the Old City Hall Building from the Closing because of Significant Environmental or Structural Problems or Material Economic Concerns, then the purchase price for the remaining portion of Parcel B (the Parking Garage) shall be Two Million One Hundred Thousand Dollars ($2,100,000.00).

15. **Seller's Representations and Warranties**. Seller represents and warrants to Buyer as follows as of the Effective Date (and it shall be a condition to Buyer's obligation to close that such representations and warranties remain true as of the Closing Date):

(a) **Authorization**. Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Seller has taken all action necessary to authorize its execution and performance of this Agreement, and the officer executing this Agreement on behalf of Seller has been duly authorized and directed to do so by Seller. Seller will provide to Buyer and the Closing Agent a certified copy of the resolution of the Seller's City Council and other governmental officers as may be required authorizing this transaction. This Agreement is, and Seller's other instruments when executed and delivered by Seller in accordance with the terms hereof will be, legal, valid, and binding obligations of the Seller and enforceable in accordance with their terms, except as the same may be affected by bankruptcy, insolvency, moratorium, or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(b) **No Liens**. To the knowledge of Seller, there are no unrecorded liens, financing statements, encumbrances or agreements affecting the Real Property that will survive the Closing on any Parcel, and Seller has committed no acts which would result in the creation of such liens, financing statements, encumbrances or agreements affecting the Real Property. No work has been done on, and no materials have been furnished to, the Property for which full payment has not been made and for which a lien could be filed against the Real Property.

(c) **Personal Property**. To the extent that Personal Property is ultimately included in the purchase herein, Seller has good and merchantable title to the Personal Property, free and clear of all pledges, claims, liens, restrictions, security interests,

charges, and encumbrances. To the extent, if any, that tangible Personal Property is being conveyed hereunder, to the best of Seller's knowledge, but without warranty, all of the tangible Personal Property is in good repair and condition, and is adequate for continuation of the operation of the Property.

(d) **Encroachments**. To Seller's knowledge, there are no encroachments upon the Real Property nor does any improvement on the Real Property, including but not limited to alleys, adjacent buildings, or signage, encroach upon any property owned by others, except for the Grand Building with respect to Parcel A and the two (2) Skybridges attached to the buildings on Parcel B.

(e) **No Violation of Laws**. Seller has not received notice of any violation of any applicable regulation, law or order relating in any material respect to the Real Property, nor does Seller have knowledge of any notice from any governmental authority of any (i) pollution, health, safety, fire, environmental or building code violations with respect to the Real Property; or (ii) the construction of public improvements or the imposition of any special taxes or assessments upon all or any part of the Real Property.

(f) **Pending Claims**. To the knowledge of Seller, there are no claims, actions, proceedings or governmental investigations pending or threatened against or involving the Real Property or against or involving any of the Real Property; nor to the knowledge of Seller is there any reasonable basis for any claim, litigation, proceedings or other governmental investigation pertaining thereto. Provided, however, that the Property is located within an area designated by Environmental Protection Agency as a Superfund Site, generally known as the Billings, MT PCE Superfund Site. The EPA recently completed multiple indoor air and groundwater sampling in the area. The EPA is currently reviewing a focused feasibility study to address the indoor air exposure pathway and anticipates issuing a proposed plan in late spring 2024.

(g) **Existing Leases and Leases Subsequent to Execution Date**. Seller hereby warrants that no commercial or other lease or agreement that affects the Property currently exists on the Property longer than thirty-one (31) days in duration. In addition, Seller hereby agrees that Seller shall not execute or bind the Property after the latest date on the signature block below, without the written consent of Buyer.

Seller shall hold Buyer harmless from any damage, loss, claims, penalty, cost, fee, fine or liability arising out of any falsity, omission or misstatement of the matters set forth in this paragraph.

16. **Buyer's Representations and Warranties**. Buyer hereby represents and warrants to Seller, both as of the date hereof and as of the Closing Date, that:

(a) Buyer is duly organized, validly existing and in good standing under the laws of the State of Montana. Buyer has taken all action necessary to authorize its execution and performance of this Agreement, and the officer executing this Agreement on behalf of Buyer has been duly authorized and directed to do so by Buyer. Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Buyer will provide to Seller and the Closing Agent a certified copy of the resolution of the Buyer's board of

directors authorizing this transaction. This Agreement is, and Buyer's other instruments when executed and delivered by Buyer in accordance with the terms hereof will be, legal, valid and binding obligations of the Buyer and enforceable in accordance with their terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(b) There is no legal action, suit, arbitration, governmental investigation or other legal or administrative proceeding, nor any order, decree or judgment in progress, pending or in effect, or, to the knowledge of Buyer, threatened, against or relating to Buyer in connection or relating to the transaction contemplated by this Agreement, and Buyer does not know or have any reasons to be aware of any basis for the same;

(c) The performance by Buyer of Buyer's obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or instrument to which Buyer is a party or by which Buyer is bound and which would materially adversely affect the ability of Buyer to perform its obligations under this Agreement.

Buyer shall hold Seller harmless from any damage, loss, claims, penalty, cost, fee, fine or liability arising out of any falsity, omission or misstatement of the matters set forth in this Paragraph 16.

17. **Conditions to Closing**. Buyer shall have no obligation to close unless, at or prior to closing, together with all Contingencies stated herein, the following conditions are each satisfied or waived in writing by Buyer:

(a) The Closing Agent shall have on the Closing Date for each Parcel contracted with Buyer to issue to Buyer the title insurance policy required in this Agreement in form satisfactory to Buyer and in due course after the closing;

(b) Each of the agreements, covenants, warranties and representations of Seller shall be true and correct in all material respects at the time of closing and Seller shall not be in default of any provision of this Agreement; and

(c) Seller shall have executed and deposited with the Closing Agent all documents called for to be executed and deposited by Seller under this Agreement, including, without limitation, those items set forth in Section 4 hereof;

18. **Remedies on Default**.

(a) If Seller fails to consummate this Agreement in accordance with its terms for any reason within the control of the Seller, Buyer shall have as Buyer's sole remedy the option of either of the following:

(1) Rescinding this Agreement by giving written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money, and any Extension Payment made, unless such Earnest Money is not refundable as provided in Sections 2(a)(3); or

(2) Enforcing specific performance by Seller of Seller's obligations hereunder.

(b) If Buyer fails to consummate this Agreement in accordance with its terms for any reason within the control of Buyer, except for the exercise of its rights associated with the Contingency Period, Seller shall have as Seller's sole remedy against Buyer the option of either of the following:

(1) Retaining the Earnest Money, together with any interest and earnings thereon, as liquidated damages for Buyer's breach of this Agreement, it being understood and agreed by the parties that actual damages for such a breach are uncertain and would be difficult, if not impossible, to determine; or

(2) Enforcing specific performance by Buyer of Buyer's obligations hereunder.

19. **Attorney Fees**. If either party defaults in its performance hereunder and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney and paralegal fees, incurred at any time by the other party because of the default.

20. **Notice**. Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party stated below. A party wishing to change his designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. The following Notice Addresses shall apply:

Seller:
City of Billings
City Administrator
City Hall
210 North 27th Street
Billings, MT 59101

With a copy to:
City Attorney
City of Billings
City Hall
210 North 27th Street
Billings, MT 59101

With a copy to:
Doug James and Bryce Burke
Moulton Bellingham PC
P.O. Box 2559
Billings, MT 59103

Buyer:

With a copy to: Malcolm Goodrich
Goodrich & Reely, PLLC
P.O. Box 1899
2812 1st Avenue North, Suite 301
Billings, MT 59103

21. **Risk of Loss**. Risk of loss shall remain with Seller until closing.

22. **Copies and Counterparts**. A digital copy of this Agreement containing the actual or digital signature of either party shall be accepted as the original. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document.

23. **Time and Binding Effect**. Time shall be of the essence of this Agreement. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto.

24. **Radon Disclosure Statement**. **RADON GAS: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE HEALTH UNIT.**

Seller represents to Buyer that the Real Property:

_____ HAS been tested for Radon or Radon progeny.

_____X____HAS NOT been tested for Radon or Radon progeny.

If the Real Property has been tested for Radon or Radon progeny, Buyer hereby acknowledges that a copy of such test has been received along with evidence of any subsequent mitigation or treatment.

25. **Real Estate Brokers**. Buyer and Seller represent and warrant to one another that neither has engaged any brokers or real estate agents in connection with the sale who might claim a fee or commission by reason of the sale, except NAI Business Properties, which has been engaged as an agent of Seller exclusively and who shall be paid by Seller, if entitled to a fee or commission by reason of this sale. Notwithstanding, it is acknowledged that William Honaker is a licensed broker in the State of Montana representing the Buyer and shall be paid the buying brokerage fee of 2.5%.

26. **Marketing Rights**. Upon the execution of this Agreement, Buyer shall have the right to solicit prospects for the Property, but in no way bind Seller to any future commitments pertaining to said solicitation.

27. **Entire Agreement**. This Agreement embodies the entire Agreement between the parties, and supersedes all prior negotiations, representations (if any), understandings and agreements, if any, relating to the Property. This Agreement may be amended, modified, or supplemented only by an instrument in writing duly executed by both parties hereto.

28. **Noxious Weeds Disclosure**. Buyers of real property in the state of Montana should be aware that some properties contain noxious weeds. The laws of the state of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and obligations as an owner of property, Buyer may contact the Yellowstone County, Montana extension agent or Weed Control Board.

29. **Megan's Law Disclosure.** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If Buyer desires further information Buyer may contact the local County Sheriff's office, the Department of Justice in Helena, Montana, and the probation officers assigned to the area.

30. **Neutral Interpretation.** The language contained in this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either party, regardless of whether one party or the other may have drafted this Agreement.

31. **Limitation on Damages**. The Buyer and Seller stipulate and agree that in the event of any dispute between the Parties, that only actual documented compensatory damages may be awarded if damages are otherwise recoverable under this Agreement. Punitive damages, consequential damages, and exemplary damages shall not be awarded to either party.

32. **Mold Disclosure Statement**. "MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease."

33. **Title Evidence After Closing**. Within fifteen (15) days following the Closing Date of a Parcel or Parcels, Seller shall cause, at Seller's expense, a Standard ALTA Owner's Title Insurance Policy for the Parcel or Parcels Closed to be issued to Buyer in accordance with the terms of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have set their hands the date and time appearing office at their respective signatures.

SELLER

The City of Billings

_____
Date

By: _____
William A. Cole
Mayor

By: _____
Denise R. Bohlman
City Clerk

BUYER

Honaker Realty, LLC

_____
Date

By: _____
Printed Name: _____
Title: _____

JWT Capital, LLC

_____
Date

By: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereunto have set their hands the date and time appearing office at their respective signatures.

SELLER

The City of Billings

_____
Date

By: _____
William A. Cole
Mayor

By: _____
Denise R. Bohlman
City Clerk

BUYER

Honaker Realty, LLC

2/22/24
Date

By: [signature]
Printed Name: WILLIAM D. HONAKER
Title: Member

JWT Capital, LLC

2/22/24
Date

By: [signature]
Printed Name: Donald E. Capp Jr.
Title: Member

City Council Regular

Date:	03/11/2024
Title:	Downtown Billings Partnership - Tax Increment Assistance - Rockman Hotel Project - Multiple Parcels at N. 27th Street and 2nd Ave. N. Intersection
Presented by:	Chris Kukulski, City Administrator
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

The Downtown Billings Partnership (DBP) Board recommends the City Council approve up to a maximum reimbursement of $5,000,000, starting in the fiscal year following the year in which the project is completed, from Downtown Urban Renewal tax increment financing district funds to the Rockman Project (William D. Honaker Realty, LLC and Don Cape, Jr./JWT Capital, LLC) for its hotel project at the southwest corner of the intersection of North 27th Street and 2nd Avenue North. Actual reimbursement will be based upon 100% of the actual costs incurred for qualified expenses for renovation, subject to the following conditions:

1. The Applicant shall sign a development agreement for this project with the City of Billings and DBP within 180 days of City Council's approval. (attached)
2. This TIFD reimbursement is the maximum that can be received pending satisfactory submission of all paid invoices showing the completion of expenditures related to this project.
3. This TIFD reimbursement is approved per the condition that it be broken down into five disbursements of $1,000,000 each within five continuous fiscal years following the year in which the project is completed. If the City accelerates the TIF reimbursement payments in four years or less than the final TIF payment shall be discounted by $400,000. (reducing the TIF grant to $4,600,000).
4. If funds are not available, reimbursement can be carried over to the next fiscal year

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

The Rockman Project first submitted an application on October 15, 2023 to the DBP requesting TIF assistance to construct a new 6-7 story hotel with a 120-140 room capacity. The area of development is several properties along 27th Street, including the Rockman Building at the southwest corner of the intersection of North 27th Street and 2nd Avenue North, and two City-owned parking lots south of the Rockman Building. While not slated for immediate redevelopment, the development plans to purchase and use the Park 3 Garage for the hotel guests and acquire the City Hall building complex on the northwest corner of the intersection of North 27th Street and Avenue North. The application was vetted by staff, the Development Committee and the DBP Board before a recommendation to fund the project was approved by the DBP Board at its October 27, 2023 meeting (See attached DBP Board minutes). Since the project's success is contingent on the purchase of City property, and the negotiations for the City property purchase have been commencing since fall 2023, this TIF award request was not brought to City Council until the purchase and sale agreement (PSA) could be brought to Council.

The project will include demolition of the Rockman Building and acquisition of the Park 3 Parking Garage to accommodate parking for the hotel. The TIF award would support funding of demolition and utility relocation and site work, as well as private improvements with public benefits, including life safety systems, ADA accessibility, building foundation structural elements, and some plumbing, doors, windows and facade work. All the work that is subject of this TIF award is for the hotel and not changes to the parking garage. The project is estimated to be $33.3 million for the land cost, site work, and vertical construction, as outlined in the TIF application for the project attached to this memo. With land cost removed, the site work and vertical construction total about $31.6 million.

The reasoning for support of this application by DBP is outlined below. The project is in alignment with the elements/goals of the DBA Strategic Plan, North 27th Street Urban Renewal Plan, City TIF Policy and MCA as outlined in detail below:

- The project addresses blight remediation (MCA 7-15-4282 through 7-15-4294 and Ordinance 12-5590) through the demolition of the existing old Rockman Building and re-purposing of surface parking lots and exceeds (@6:1) the 5:1 private to public matching fund requirements of the DBP Large Project Incentive Grant criteria and City of Billings TIF Policy (not including the property acquisition).

- The project further enhances the vibrancy of Downtown Billings through revitalization of an old building site and two surface parking lots, 24/7 activity in the area with hotel residence and staff, an estimated 60-70 new jobs to support the hotel, and improved public safety through modern construction of structural, fire, electrical, plumbing and HVAC systems. The project also will bring a public parking garage and City office building under private ownership and onto the tax rolls.
- The application supports other elements/goals of the DBA Strategic Plan (maybe viewed through this link https://downtownbillings.com/about/about-the-dba/), City TIF Policy, MCA, and the North 27th Street District Urban Renewal Plan (See Table 1 below and the DBP Board Recommendation document attachment).

Table 1.

Qualified Improvements	DBA Strategic Plan	City TIF Policy	Urban Renewal Plan	Montana Code Annotated
Site work and safety - *Demolition and Site Prep; Concrete work for foundation slab, sidewalk and exterior masonry* *Utility Relocation, Connections and Improvements - water and sewer; storm sewer system; gas and electrical main service connections from utility mains* *Building Exterior and Facade and work - ground floor doors and windows, street frontage/sidewalk areas* Public access and area improvements - *ADA compliance for ground floor, elevators and entrance areas.* Building Safety and Utility work to code - Fire suppression systems a*nd HVAC*	Vibrant &Connected Downtown -- *P.13* Strong Downtown Identity --P.13	Permitted uses of TIF Funds: • Demolition and structure removal - P.2 • Private infrastructure with Public Benefit and Public infrastructure --P.2 Financial Assistance Through TIF -- (grants may be for for-profit businesses) P.2	Infrastructure Improvements-- *includes improvements to support lodging development - V. b. iii. P.55* Crime Prevention and Public Safety -P.55	7-15-4202 (3) 7-15-4233 (i) *7-15-4288 (2) (4)*

Some of the property is already owned by the developer and some of it (City portions) is in the process of being acquired. Sale of the city property by City Council will ultimately enable the project to move forward or not.

This project accomplishes many priorities of the Urban Renewal Plan, DBA Strategic Plan, Downtown Housing Study, and the City's Growth Policy. The new build of the structure will increase the property value and generate more taxable value in the building itself. Transforming an old one-story building and to surface parking lots into a 6-7 story vertical structure is a much more efficient use of property in Dowtown Billings. Buildings around the project already contain retail, restaurant, financial and other uses in the City core that will both compliment and benefit from the construction of a hotel in this area of Downtown Billings. The DBP Board supports this application request, recognizing this project will make a significant commitment and investment in Downtown Billings and building where City services and infrastructure already exist.

STAKEHOLDERS

The DBP Board Meeting and the City Council Meeting are both public meetings that members of the public may attend and provide comment on agenda items. PCSD staff was not aware of any public comment at the DBP Board meeting per the attached minutes and had not received any comment from the public at the time this memo was prepared.

ALTERNATIVES

City Council may:

- Approve the recommendation from the DBP Board for the expenditure of these TIF funds consistent with some elements/goals of the DBA Strategic Plan, North 27th Street Urban Renewal Plan, City TIF Policy and MCA.
- Modify the recommendation from the DBP Board for the expenditure of these TIF funds before taking action, or;
- Disapprove the recommendation from the DBP Board for the expenditure of these TIF funds. If the Council chooses not to approve this TIF application, specific reasoning for the denial is necessary to provide further direction to the DBP Board and staff, and City staff for future applications.

FISCAL EFFECTS

The recommendation is for a maximum of up to $5 million to be reimbursed to Honaker realty, LLC and JWT Capital, LLC for the identified building demolition, site preparation and construction of portions of a new hotel on the subject properties. The new estimated total project cost included with this new request for TIF funds is about $33.3 million (property purchase included but not reimbursed). This maintains a private to public investment ratio for this total project of about 7:1. IF funds are available, the city, at its sole discretion, may accelerate the payments over four years and reduce the total reimbursement by $400,000.

The funds are payable per the conditions of approval outlined above in the DBP recommendation, pending satisfactory submission of all paid invoices showing actual cost incurred for the project, and per the reimbursement being broken down into five disbursements within five continuous fiscal years following the year in which the project is completed. If approved, payments will be incorporated into future years' budgets, the earliest is expected to be FY27 assuming project completion prior to that time. The increased funding for this project will likely limit future projects, based upon the current estimates of the Downtown District revenues. Present cash flow projections show future year's cash position for the Downtown District remain positive. These projections are based upon conservative revenue estimates only showing growth tied to the two new construction projects (Old Town Flats and Rockman Hotel). However, the approval of any TIF award is contingent on the District having available cash to make annual reimbursements, so the developer assumes the risk that there may be delay in project reimbursements in future fiscal years.

Attachments

Rockman TIF Grant Agreement
Rockman Project TIF Application
DBP Application Transmittal Letter
Project Proposal Summary
DBP Board Agenda Action Item
DBP October Meeting Minutes
2008 Downtown Urban Renewal Plan
City TIF Policy

THE ROCKMAN PROJECT

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into as of_____, 2024 by and between the Downtown Billings Partnership, Inc., an I.R.C. S501(c)(4) Montana nonprofit corporation ("DBP"), The City of Billings, Montana, a municipality of the State of Montana ("City"), and Honaker Realty, LLC & JWT Capital LLC, Montana limited liability companies (collectively, "Developer"). DBP, the City and Developer shall each be referred to herein as a "party" and shall collectively be referred to as the "parties."

RECITALS

WHEREAS, DBP is the entity responsible for administration of Tax Increment Financing ("TIF") funds for the City; and

WHEREAS, on or about October 2, 2023, Developer submitted a Funding Application (defined below) to DBP requesting a TIF grant for a project to renovate, rehab, remodel or construct improvements on the property located at 2702 2nd Ave N in downtown Billings (the "Property" as further defined below); and

WHEREAS, on or about October 27, 2023, DBP's Board of Directors approved the Application for a TIF grant; and

WHEREAS, on March 11, 2024, the City of Billings City Council approved a reimbursement grant using TIF funds to Developer in an amount of up to $5,000,000 (the "TIF Grant") to be dedicated to qualified expenditures for the Project (defined below) and to be disbursed as described in this Agreement; and

WHEREAS, the parties wish to enter into a development agreement, in accordance with DBP's TIF Funding Criteria (defined below), to establish the terms and conditions under which DBP will allocate the TIF Grant funds to Developer from the City in accordance with the DBP agreement with the City regarding urban renewal in Downtown Billings,

NOW, THEREFORE, the parties agree as follows:

SECTION 1
SUBJECT OF AGREEMENT AND DEFINITIONS

1.1 Effect of Recitals. The foregoing Recitals are true and correct and are incorporated into the terms and conditions of this Agreement.

1.2 Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions of the TIF Grant to Developer to effectuate the urban renewal project for certain real property located at 2702 2nd Ave N in Billings, Montana, and legally described on the attached Exhibit A (the "Property"). This Project will eliminate blight and complement and further the objectives of the Expanded North 27th Street Urban Renewal District and Urban Renewal Plan.

Draft

1.3 The Funding Application. The DBP and the City have approved the TIF Grant based on Developer's Downtown Tax Increment Financing Application attached hereto as Exhibit B ("Funding Application"), subject to the terms and conditions of this Agreement. The Funding Application includes a preliminary estimated cost of construction of Developer's Improvements (the "Preliminary Developer's Budget")

1.4 TIF Grant Funding Criteria. The term "TIF Funding Criteria" shall mean the Tax Increment Financial Assistance Program criteria for urban renewal projects in the Expanded North 27th Street Urban Renewal District as set forth in the attached Exhibit C.

1.5 Developer's Improvements. The term "Developer's Improvements" shall mean the improvements described on Exhibit B to be constructed by Developer on the Property pursuant to this Agreement and as described in Section 5.

1.6 Conceptual Design Drawings. The term "Conceptual Design Drawings" shall mean the conceptual preliminary depictions of the Developer's Improvements attached hereto as Exhibit B.

1.7 Project. The term "Project" shall mean the Property as improved by the Developer's Improvements.

1.8 Definitive Documents. The term "Definitive Documents' shall mean this Agreement and all Exhibits attached or to be attached hereto.

SECTION 2
PROPERTY

2.1 Ownership. The Developer owns or will own fee title to the Property as described on Exhibit A, subject only to those title exceptions set forth in Exhibit A. Upon completion of construction of the Project, Developer will own the Project.

SECTION 3
CONDITIONS PRECEDENT

3.1 Conditions Precedent. The DBP's and the City's obligation to be bound by this Agreement with Developer is subject to satisfaction or written waiver of each of the following conditions to the reasonable satisfaction of DBP ("Conditions Precedent"):

a) Developer has presented DBP proof of ownership or control of the Property by proof of title insurance reflecting Developer as the fee owner of the Property, subject only to liens and encumbrances satisfactory to DBP.

b) Developer has submitted a letter from their financial institution indicating Developer's ability to finance the construction of Developer's Improvements in accordance with the Funding Application within the time period set forth in the Performance Schedule (as defined in Section 6).

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c) Developer has prepared and submitted a detailed budget setting forth the preliminary estimated cost of construction of Developer's Improvements ("Developer's Budget"). When completed, the Developer's Final Budget (“Final Budget”) will be made a part of this Agreement and will be appended as Exhibit E.

d) Developer has prepared and submitted preliminary design drawings ("Design Drawings") for the Developer's Improvements (" “Preliminary Plans") in accordance with the terms of this Agreement and the Preliminary Plans have been reviewed and approved by DBP and the City and the estimated cost of the approved design is within Developer's Budget. When completed and approved, the final plans (“Final Plans”) will be made a part of this Agreement and will be attached as Exhibit F. It is agreed and acknowledged that the Project is currently under development and both the Final Plans and Final Budget are subject to revision.

e) Developer has provided DBP with proof of zoning compliance and approval by any necessary governmental entities.

f) Developer has executed the Agreement no later than 180 business days following the City Council’s approval.

3.2 Satisfaction of Conditions. DBP and DBP's representatives, agents and consultants will work with the Developer to obtain satisfaction of the Conditions Precedent.

3.3 Termination for Failure of Conditions. If the Conditions Precedent are not satisfied or waived within 90 days of the date of this Agreement, then any party may terminate the Definitive Documents by written notice to the others and upon such termination the parties shall have no further liability to one another, however, Developer shall remain responsible for indemnifying DBP and the City in accordance with Section 5.12.

SECTION 4
GRANT AND RELEASE OF FUNDS

4.1 Use of TIF Grant Funds. The TIF Grant funds which are the subject of this Agreement shall be used only for urban renewal activities, including the renovation and rehabilitation of the Property, in accordance with the Definitive Documents and the Urban Renewal Law of the State of Montana, §§7-15-420l., et seq., Mont. Code Ann.

4.2 Grant of Funds. City, as recommended by DBP, agrees to grant to Developer the TIF Grant in an amount of up to $5,000,000 from funds in the City’s Fund 203 account, release of which shall be conditioned upon satisfaction of the Conditions Precedent set forth in Section 3.1 above, the conditions set forth in this Section 4, and the Developer's obligations, covenants and warranties set forth in this Agreement and the Definitive Documents.

4.3 Availability of TIF Grant Funds. TIF funds are not available to be encumbered (committed) to the Project by the City until they are received as unencumbered TIF funds.

a) Subject to the availability of unencumbered TIF funds, City agrees that not later than one calendar year following the issuance of a Certificate of Occupancy from City to

Developer, it will encumber TIF funds to reimburse Developer for the Project. Reimbursements under the TIF Grant will not exceed $5,000,000. The deadline to begin the reimbursement payment period is no later than one calendar year following the issuance of a Certificate of Occupancy from City to Developer for the Property. Notwithstanding to the contrary and subject to the terms and conditions herein, Developer may request a 12-month extension ("Extension") in the event Developer requires additional time for the Project's completion. The City shall encumber TIF funds annually for a total of five disbursements of $1,000,000 in five consecutive fiscal years following completion of the Project. The City may extend the commitment schedule if TIF funds are not available to be encumbered to the Project.

Notwithstanding to the contrary and subject to the terms and conditions herein, the City and DBP reserve, in their sole discretion, the right to accelerate TIF reimbursement payments to Developer. If the City accelerates the TIF reimbursement payments resulting in a TIF award term that is four consecutive fiscal years or less, then the final TIF payment shall be discounted by $400,000 (reducing the TIF Grant to $4,600,000) to account for a reduction in the interest costs borne by Developer. In the event unencumbered TIF funds are not available to the City to meet the foregoing schedule, the City may continue to fully encumber, in its sole discretion but subject to the restriction on subsequent encumbrances below, the Project with available unencumbered TIF funds for a period extending beyond the five year period herein until the full TIF Grant is encumbered to the Project. Developer acknowledges the availability of the encumbrance of TIF funds for the Project is subject to prior encumbrances of TIF funds for other private development projects by the City, since those encumbrances and commitments predate this Agreement. Developer further acknowledges certain circumstances may render the City unable to make TIF Grant payments for private development projects. In the event of a shortfall in TIF funds, disbursements will be made in order based upon the date of the signed development agreements, with the oldest development agreement taking priority, and the Developer will hold the City harmless for changes to the encumbrance schedule described above caused by shortfalls or unavailability of TIF funds or by reason of a prior development agreement for which construction has not commenced or disbursements have not been made.

b) Developer reimbursements shall be limited to only those funds that have been encumbered to Project by the City. Notwithstanding anything to the contrary, the payment of the Developer reimbursements is hereby expressly made subordinate in all respects to any and all bonds issued by the City pursuant to the Resolution No. [20-10878] adopted by the City Council of Billings on [June 22, 2020], as amended and supplemented, and the Development reimbursements are a Subordinate Obligation thereunder.

c) Reimbursements will be made to Developer as explained in Section 4.2 and restricted to TIF funds that have to date been encumbered to the Project.

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4.4 Release of Funds following Project Completion. Subject to the deadline requirements set forth in Section 4.3(a), DBP will release the TIF Grant funds approved by the City to the Developer upon the Developer's completion of Developer's Improvements and the Project, determined as follows:

a) Developer has substantially completed construction of Developer's Improvements in accordance with the Funding Application, as supplemented by the Budget and Design Drawings, and the deadline set forth in Section 6.

b) Developer has submitted all paid invoices showing the completion and lien-free status of all expenditures related to this Project and Property, including evidence that all construction liens have been satisfied and/or released.

c) Project costs shall be paid and proof of payment shall be provided in an amount consistent with the Funding Application, as supplemented by the Budget, and this Agreement.

d) The Project satisfies the public benefit provisions of the Funding Application and the TIF Funding Criteria.

e) Developer has received a Certificate of Occupancy from the City for the Project.

f) Developer has received from DBP a Certificate of Satisfaction as defined in Section 5.9 below.

g) Reimbursement cannot begin before July 1st following the completion of the Project, as defined in Sections 3, 4, 5, and 6 of this Agreement; provided, however, that such reimbursement cannot begin later than one calendar year following the issuance of a Certificate of Occupancy from City to Developer.

4.5 Satisfaction of Project Completion Conditions. DBP and DBP's representatives, agents and consultants may assist the Developer to obtain satisfaction of the conditions for completion of the Project set forth in Section 4.4 (where applicable).

4.6 Extent of Commitment. DBP and the City shall have no obligation for any costs associated with the Project which exceed the amount of the TIF Grant funds approved in accordance with this Agreement.

SECTION 5
DEVELOPERS IMPROVEMENTS AND COVENANTS

5.1 Construction of Developer's Improvements. Developer agrees to construct and develop the Developer's Improvements, at its sole cost and expense, consistent with the Design Drawings and the other Definitive Documents.

5.2 Architects and Contractors. Developer will have the right to select its architects, contractor and other subcontractors and consultants in its sole discretion. Developer will require all architects, engineers, or other professional consultants to maintain professional liability insurance in an insurable amount not less than $1,000,000 combined single limit, covering all

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professional activities performed by them in connection with the Developer's Improvements. Further, Developer shall require its contractor to maintain broad form commercial general liability insurance in an insurable amount of not less than $1,000,000 combined single limit, covering all work performed by contractor in connection with the Developer's Improvements. Developer shall demonstrate proof of coverage to DBP upon request by providing a Certificate of Insurance.

5.3 Insurance. Developer shall maintain fire and casualty insurance covering the Project and the Developer's Improvements in an amount commensurate with the replacement cost of the Project during development and construction of the Project and until issuance of the Certificate of Satisfaction. DBP may, in its sole discretion, recommit funds for reconstruction of the Project in the event Developer determines to reconstruct the Project.

5.4 DBP Access. DBP and DBP's representatives, agents and designees will have the right, at reasonable times and upon reasonable notice to the Developer, to enter upon the Property, in connection with inspection of construction of Developer's Improvements. Upon reasonable notice and request, DBP shall have access to all records and contracts pertaining to the Project. Developer shall keep and maintain accounting records for the Project, and shall make the same available to DBP upon request, including but not limited to all purchase orders, invoices, statements, payment documents, and journals and ledgers related to the Project.

5.5 Governmental Permits. Before commencement of construction of Developer's Improvements, Developer shall obtain all necessary land use, building and other governmental permits. Developer shall maintain all necessary land use, building and other governmental permits during construction of the Project.

5.6 Local, State and Federal Laws. Developer shall carry out the construction of the Developer's Improvements in conformity with all applicable local, state and federal laws.

5.7 Prevailing Wages, Labor Preference, and Labor Relations.

a) Subject solely to the application of Title 18, Part 4, MCA, for the purpose of setting a prevailing wage, Developer is required to ensure that all of the following occur:

i. Employees working on the Project are paid prevailing wages, benefits, and expenses. For purposes of Montana's prevailing wage requirements, the Project is considered as Insert Applicable Prevailing Wage. The Montana Prevailing Wage Rates for the Project are attached to this Agreement as Exhibit ___.

ii. A legible statement of all wages and fringe benefits to be paid to employees, as well as the frequency of such payments (i.e., hourly wage employees shall be paid weekly), is posted at the Project site. Such posting shall be made in a prominent and accessible location at the Project site and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Project and the termination of this Agreement.

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iii. All contractors for the Project give preference to the employment of bona fide Montana residents as required by § 18-2-403, MCA, and as such term is defined by § 18-2-401(1), MCA. When making assignments of work, contractors for the Project shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.

iv. All contractors for the Project maintain payroll records during the term of this Agreement, the course of the work on the Project, and for a period of three (3) years following the date of final completion of the Project and termination of this Agreement. Certified copies of such records shall be provided to the City upon request.

b) Violation of the requirements may subject Developer to the penalties set forth in § 18-2-407, MCA.

c) If during the term of this Agreement and throughout the course of the Project any labor problems or disputes of any type arise or materialize which in turn cause any work on the Project to cease for any period of time, Developer specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Developer shall take to resume work on the Project shall be left to the discretion of Developer; provided, however, that Developer shall bear all costs of any related legal action. Developer shall provide immediate relief to the City so as to permit the work on the Project to resume and be completed on time and at no additional cost to City.

d) Developer shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes.

5.8 Prohibition Against Transfer. Prior to the issuance by DBP of the Certificate of Satisfaction, Developer shall not, except as permitted by this Agreement, without the prior approval of DBP, transfer its interest in the Property or the buildings or structures on the Property. Notwithstanding the foregoing, this prohibition shall not apply to:

a) The transfer of the Property effective after issuance of the Certificate of Satisfaction; or

b) Transfers of property involving transactions in place prior to the date of this Agreement; or

c) The leasing of space in the Developer's Improvements.

5.9 Certificate of Satisfaction. After substantial completion of Developer's Improvements as determined by DBP, DBP shall furnish Developer with a Certificate of Satisfaction of this Agreement upon written request therefore by the Developer, substantially in

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the form of Exhibit H. Upon issuance of the Certificate of Satisfaction, Developer and the Property shall be fully relieved of all obligations and restrictions under this Agreement, excluding the obligations to indemnify City and DBP in Sections 4.6, 5.13, 5.14 and 5.15. DBP shall not unreasonably withhold, condition or delay the Certificate of Satisfaction. Such Certificate of Satisfaction shall be a conclusive determination of satisfactory completion of the construction of the Developer's Improvements required by this Agreement as to the Property and such Certificate shall so state. No Certificate of Satisfaction shall constitute a Certificate of Occupancy or evidence thereof under the building permit or codes of the City of Billings.

5.10 No Speculation. Developer represents that its interest in the Property is for redevelopment and not for speculation in land holding.

5.11 Environmental History. To the best of Developer's knowledge, the Property does not contain any hazardous substances found in violation of applicable laws and all mandatory requirements of applicable law with respect to environmental hazards or hazardous substances have been complied with by Developer.

5.12 Compliance with Definitive Documents. Developer has received, reviewed, and approved the Definitive Documents and shall be bound by the terms of the Definitive Documents.

5.13 Control/Indemnification. Developer shall have sole control and responsibility for the construction of the Project. Developer will indemnify, defend and hold the DBP, the City, and their directors, officers, officials, employees and agents harmless for, from and against any and all claims, damages, costs, liabilities and losses arising out of or related in any way to the use, condition, construction or development of the Property, the Project, or the Developer's Improvements, including without limitation to any claims for personal injury, property damage, or for liability to any contractor or its subcontractors, agents or employees.

5.14 Taxes/Assessments. Developer shall pay all applicable taxes, special assessments, and other assessments on the Property and the Developer's Improvements, if any, when due.

5.15 No Tax Protest. Developer shall not protest, or attempt in any way to avoid or dispute, any property taxes, special improvement district assessments, and other assessments on the Property for three (3) years from the date on the Certificate of Occupancy, without prior written consent of DBP, which consent shall not be unreasonably withheld. In the event the Developer believes that a property tax or other assessment of the Project is unreasonable, it may request DBP's written consent to protest such assessment to the appropriate authority.

SECTION 6
SCHEDULE OF PERFORMANCE

6.1 Deadline. A Schedule of Performance of construction of Developer's Improvements is attached as Exhibit G and incorporated herein (the "Performance Schedule"). Developer shall proceed expeditiously to complete construction of the Project in accordance with the Performance Schedule. All construction work for the Project shall be completed by the completion date set forth in the Performance Schedule of December 31, 2026, unless Developer requests an Extension per Section 4.3(a). Developer will be excused for delays resulting from the following circumstances: an act of God or public enemy, fire; storm; wind; flood; earthquake;

epidemic; explosion; lightning; continuous loss of power of other utilities for more than thirty days; nuclear radiation; geological or archeological condition; quarantine restrictions; riot or public discord; act of terrorism; Criminal damage; the suspension of the national or state banking system due to financial crises; a union strike, unanticipated pre-existing but undiscovered conditions; or appeal of governmental permits.

SECTION 7
WARRANTIES

7.1 Developer Representations and Warranties. Developer Warrants and represents that the information and documentation provided pursuant to Sections 3.1 and 5 are accurate and complete and that Developer will promptly notify DBP of any changes in such information and documentation.

7.2 Joint Representations and Warranties. The following representations and Warranties are made by each party to the others as of the date hereof:

a) Authority. Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate this transaction.

b) Actions. All requisite action has been taken by each party in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

c) Due Execution. The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

SECTION 8
DEFAULTS AND REMEDIES

8.1 Default/General. Subject to the extensions of time set forth in Section 6, and subject to the notice and opportunity to cure provisions contained in this Agreement, the failure or delay by any party to perform any term or provision of this Agreement constitutes a default; however, if the defaulting party commences to cure such default within 60 days after receipt of a notice specifying the default, and thereafter diligently prosecutes such cure to completion, then such party shall not be deemed to be in default. The injured party shall give written notice of default to the defaulting party, specifying the default. The injured party may not institute proceedings, whether judicial or otherwise, against the party in default until 60 days after giving such notice. Any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies or deprive such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

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8.2 Rights and Remedies. Subject to the provisions of Section 8.1 hereof, in addition to its other rights or remedies, if Developer fails to cure a default or withdraws from the Project for any reason, DBP and City shall have no obligation to release grant funds to Developer. If the Developer fails to cure a default, or withdraws from the Project for any reason, after funds have been released for the Project, Developer shall repay City the amount of any funds released to Developer for the Project. Either party may seek any legal or equitable remedy to cure, correct or remedy any default, to recover any damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement in accordance with the terms of this Section 8.

8.3 Rights and Remedies Not Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are not cumulative, and the exercise by any party remedies provided in this Section 8 shall preclude the exercise by it, at a different time, of any other rights or remedies for the same default.

8.4 Dispute Resolution. In the event a dispute arises, whether due to a default or the interpretation of any term of this Development Agreement, the complaining party shall deliver notice of the matter in dispute to the other party at the address and in the manner provided for in Section 9.2 hereof. Each party shall within 7 calendar days thereafter designate a representative to address the matter, which representatives shall attempt, in good faith, to resolve the disputed matter within 7 calendar days of the last designation of a representative.

In the event the designated representatives are unable, despite their good faith efforts, to timely resolve the disputed matter within fourteen calendar days of the initial notice thereof, then, and in that event, any party may request in writing that the matter be resolved through informal mediation. Informal mediation must be completed within 14 calendar days of the request.

8.5 Waiver. Upon written agreement of both parties, any provision of this Section 8 may be waived. Unless waived, the terms of this Section 8 shall be strictly applicable to any dispute between the parties hereto.

SECTION 9
GENERAL PROVISIONS

9.1 Litigation. In the event of the bringing of any action, arbitration or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, the prevailing party will be entitled to have the recovery of and from the other party all costs and expenses of the action, arbitration or suit, actual attorneys' fees (including the allocated costs of in-house counsel), witness fees and any other professional fees resulting therefrom.

9.2 Notices. All notices or other communications required or permitted hereunder must be in writing, and must be personally delivered (including by a professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All notices sent by mail will be deemed received 2 (two) days after the date of mailing and all notices sent by other means permitted herein shall be deemed received on the date delivered. Notices will be sent as follows:

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Developer: Honaker Realty LLC &
JWT Capital LLC or their assigns
P.O. Box 2094
Billings, MT 59103
Telephone: (406) 861-3201
Email: bill@honaker.us

City: The City of Billings, Montana
Attn: Gina Dahl, City Attorney
Address: 20 North 27th Street
Billings, MT 59101
Telephone; (406) 657-8205
Email: dahlg@billingsmt.gov

DBP: Downtown Billings Partnership, Inc.
Attn: Mehmet Casey
Address: 116 N 29th Street Suite A
Billings, MT 59101
Telephone (406) 294-5060
Email: mehmetc@downtownbillings.com

9.3 Nonliability of Officials and Employees. No director, officer, member, official, employee or agent of Developer, DBP or the City shall be personally liable to any party or any successor-in-interest thereto, in the event of any default or breach by any party or for any amount which may become due to any party or its successor, or any obligations under the terms of this Agreement.

9.4 Headings. Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

9.5 Time of Essence. Time is of the essence of this Agreement. All obligations of the parties to one another shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

9.6 Construction/Governing Law, and Venue. The parties and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against any party. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of sophisticated parties. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Montana. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained herein, shall be instituted and maintained only in Thirteenth Judicial District Court for Yellowstone County, Montana.

9.7 Severability. If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

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9.8 No Partnership. Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

9.9 Government Rights. Except as provided herein, by making this Agreement, DBP and the City are not obligating themselves or any other agency with respect to any discretionary action relating to the development of the Property or development, operation and use of the improvements to be constructed on the Property, including but not limited to, condemnation, comprehensive planning, re-zoning, variances, environmental clearances or any other governmental agency approvals which are or may be required.

9.10 Non-Waivers. No Waiver of any breach of any covenant or provision contained herein will be deemed a Waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

9.11 Entire Agreement/Counterparts. This Agreement, together with the Definitive Documents, integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. This Agreement may be signed by counterparts.

9.11 Successors. This Agreement shall be binding upon and inure the benefit of the parties, their successors and assigns.

[Signature Pages to Follow]

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DOWNTOWN BILLINGS PARTNERSHIP ("DBP")

By: _____

Its: President

STATE OF MONTANA)
:
County of Yellowstone)

This record was acknowledged before me on _____, 2024 by _____, as President of Downtown Billings Partnership.

_____
Notary Public for the State of Montana

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THE CITY OF BILLINGS, MONTANA ("CITY")

By: _____
Its: Mayor

By: _____
Its: City Clerk

STATE OF MONTANA)
:
County of Yellowstone)

This record was acknowledged before me on _____, 2024 by _____ and _____ as Mayor and City Clerk of the City of Billings, Montana.

_____
Notary Public for the State of Montana

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HONAKER REALTY, LLC, a MONTANA LIMITED LIABILITY COMPANY ("DEVELOPER")

By: _____

Its: _____

STATE OF MONTANA)
:
County of Yellowstone)

This record was acknowledged before me on _____, 2024 by _____ as _____ of Honaker Realty, LLC, a Montana limited liability company.

_____
Notary Public for the State of Montana

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JWT CAPITAL, LLC, a MONTANA LIMITED LIABILITY COMPANY ("DEVELOPER")

By: _____

Its: _____

STATE OF MONTANA)
:
County of Yellowstone)

This record was acknowledged before me on _____, 2024 by _____ as _____ of JWT Capital, LLC, a Montana limited liability company.

_____
Notary Public for the State of Montana

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EXHIBITS

Exhibit A Legal Description

Exhibit B Funding Application (floor plans and conceptual designs included)

Exhibit C TIF Funding Criteria (City TIF Resolution & Scoring Criterion)

Exhibit D DBP Board Minutes and City Council Minutes, showing approval of the grant funds

Exhibit E Developer's Final Budget, supplied by contractor

Exhibit F Final Construction Drawings, submitted for permit

Exhibit G Performance Schedule

Exhibit H Certificate of Satisfaction

Exhibit I W-9, completed and signed at time of Development Agreement

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Exhibit A - Legal Description

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Exhibit B - Funding Application

Draft

Exhibit C - TIF Application Criteria

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Exhibit D - DBP Board Minutes and City Council Minutes

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Exhibit E - Developer's Final Budget

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Exhibit F - Developer's Final Drawings

Draft

Exhibit G - Performance Schedule

Draft

Exhibit H - Certificate of Satisfaction

Draft

Exhibit I - Tax ID Number and Certification

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Expanded North 27th Street Urban Renewal District
TIF Application

Project Name: The Rockman Project Date Submitted: 10/15/23

Applicant Information

Name: William D. Honaker/Honaker Realty LLC and Don Cape, Jr./JWT Capital LLC

Address: P.O. Box 2094

City/State/Zip: Billings, MT 59103

Phone: 406-861-3201

Email: bill@honaker.us

If the applicant is not an individual conducting business under their own name, the applicant has the status indicated below and is organized or operating under the law of:

Corporation/LLC Honaker Realty LLC	Nonprofit or charitable institution/corporation	Partnership	Other
Date of organization: April 6, 2006			

Project Information

Building name (if applicable): Rockman Project

Address: 2700 2nd Avenue North

City/State/Zip: Billings, MT. 59101

Legal Description (obtained from Orion via County records:
Billings Original Townsite, S03, T01, R26 E, Block 92, Lots 5-6 and Lots 8-12, in the City of Billings

Property owner (if property is not owned by the applicant)

Property Owner (name or entity): Honaker Realty LLC and The City of Billings

Property owner contact: Same as above

Lessor's Address: Same as above

City/State/Zip: Same as above

Phone: Same as above

Email: Same as above

Employment

Existing FTEs: 0

New permanent FTEs created by the project: 60-70

Construction FTEs: 100-125

Architectural Firm

Firm name: A&E Architects-Dusty Eaton, Principal

Address: 124 North 29th Street, Suite 100

City/State/Zip: Billings, MT. 59101

Phone: 406-248-2633

Email: deaton@ae.design

Contractor

Business Name: Jones Construction-Bryce Terpstra, Principal

Address: 123 Regal Street

City/State/Zip: Billings, MT. 59101

Phone: 406-252-6298

Email: bterpstra@jonesconstructionmt.com

Financial lending institution

Western Security Bank-Mike Seppala, President

Business name: _____

Address: 2812 1st Avenue North

City/State/Zip: Billings, MT. 59101

Phone: 406-406-371-8230

Email: mseppala@westernsecuritybank.com

Project Information

Description of Project:

Attach a narrative explaining the project and any other design information. Use this section to pitch your project and explain how it will eliminate blight and/or provide a benefit to the public.

See Attached

Rehabilitation Plans:

Attach schematic design drawings and/or completed construction document plans - including site, landscaping, and other engineering design information.

See Attached

Project Schedule:

Attach a timeline or schedule through completion.

See Attached

Project Details

Land and site improvements (itemized)

1.	Land Cost	$1,700,000
2.	Demolition/Abatement	$225,000
3.	Utility Relocation/Sitework	$2,892,984
4.		$
	Subtotal	$4,817,984

Construction/rehabilitation costs (use general construction trade divisions)

1.	Vertical Construction (Excludes Sitework)	$28,503,922
2.	***See Attached Division Breakdown***	$
3.		$
4.		$
5.		$
6.		$
7.		$
8.		$
	Subtotal	$28,503,922

Fees

1.	Architectural/engineering	$
2.	Permits	$
3.	All Soft Costs including F,F&E	$8,750,000
	Subtotal	$8,750,000
	Total Project Development Costs	$42,071,906

Project Financing

A. Applicant equity

Cash invested $ 8,421,906

Land & buildings $ 650,000

(if value is more than State of Montana Valuation, a current appraisal must be submitted)

Other $ _____

_____ $ _____

Subtotal $ 9,071,906

B. Lender commitments (attach bank loan commitment letter, letters of credit or other documentation)

Lender	Loan Amount	Interest	Term	Payment/Period
See Attached				
_____	$_____	____%	___yrs	$_____/Month
_____	$_____	____%	___yrs	$_____/Month

Subtotal $ _____

C. TIF assistance - eligible expenses

MCA citation (Office use only)

See Attached	$_____	$5,000,000
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
	Subtotal	$5,000,000

D. Other sources of funding

_____ $_____

_____ $_____

Sources of funds summary (post totals from above)

A.	Applicant equity	$ 9,071,906
B.	Lender commitments	$ 28,000,000
C.	TIF assistance	$ 5,000,000
D.	Other funds	$
	Total Project financing	$ 42,071,906

Certification

I (we), William D. Honaker and Don Cape, Jr. (please print), the APPLICANT, certify that the statements and estimates within this application as well as any and all documentation submitted as attachments to this application or under separate are true and correct to the best of my (our) knowledge and belief.

Signature: _____
Title: Developer/Owner
Address: P.O. Box 2094
Billings, MT. 59103
Date: 10/15/23

Signature: _____
Title: Developer/Owner
Address: P.O. Box 2094
Billings, MT. 59103
Date: 10/15/23

Hotel Division Breakdown

Vertical Costs
10/1/23

Group	Description	Total	80,000 /SF	%	Non-TIF (Estimate)
01	General Requirements	$2,167,570	$27.09	8.05%	
03	Concrete - Slab & First Floor Podium	$931,378	$11.64	3.46%	
04	Masonry - Exterior and Stair Towers	$919,774	$11.50	3.42%	
05	Steel	$406,185	$5.08	1.51%	
06	Wood & Plastics	$3,022,331	$37.78	11.23%	
	Upper Floors Framing				$1,813,399
07	Thermal & Moisture Protection - Exterior/Roof	$2,185,697	$27.32	8.12%	
	Upper Floors Insulation				$133,956
08	Doors & Windows	$1,404,064	$17.55	5.22%	
	Upper Floors Doors				$379,420
09	Finishes	$3,499,197	$43.74	13.00%	$3,499,197
10	Specialties	$820,034	$10.25	3.05%	
	Upper Floors Bath Accessories				$64,275
11	Equipment	$21,864	$0.27	0.08%	$21,864
12	Furnishings	$101,337	$1.27	0.38%	$101,337
13	Special Construction - Pool	$213,276	$2.67	0.79%	$213,276
14	Elevator Systems	$502,020	$6.28	1.86%	
21	Fire Suppression	$286,939	$3.59	1.07%	
22	Plumbing	$3,184,143	$39.80	11.83%	
	Upper Floors Plumbing				$1,273,657
23	HVAC - Energy Efficient	$1,704,701	$21.31	6.33%	
26	Electrical	$2,657,559	$33.22	9.87%	
	Upper Floors Electrical				$1,063,023
	Upper Floor TV's and Equipment				$154,000
32	Site Improvements (Utility/Infrastructure/Sidewalk	$2,892,984	$36.16	10.75%	
	Total	**$26,921,053**	$336.51	85.74%	**$8,717,405**
	General Liability Insurance	$262,415	$3.28	0.97%	$262,415
	Construction Fee	$1,359,174	$16.99	5.05%	
	Construction Contingency	$2,854,264	$35.68	10.60%	
	Total	**$4,475,853**	$55.95	16.63%	
	Grand Total	**$31,396,906**	$392.46		**$8,979,820**
	Estimated Qualified TIF Expenditures	**$22,417,086**			

October 25, 2023

City of Billings Planning and Community Services
Attn: Wyeth Friday
P.O. Box 1178
Billings, MT 59103-1178

Request for TIF Assistance - The Rockman Project

Dear, Wyeth -

The DBP is hereby submitting a request for TIF assistance on behalf of Honaker Realty LLC & JWT Capital LLC for a project in the Expanded North 27th Street Urban Renewal District.

The project involves demo, sitework, relocation of utilities, and major publicly accessed infrastructure work on a future hospitality site. The plan is to construct a 6-7 story branded hotel with 120-140 rooms capacity. The hotel addition will be the first in 45 years in the downtown core (Home2 Suites was just outside the district). While it's not a housing project, the activity will generate 24/7 guests that will shop, dine, and frequent downtown establishments as well as provide "eyes on the streets." It is estimated to add 60-70 permanent hospitality jobs in addition to hundreds of employment hours on the construction side of the project.

The total request is up to $5,000,000. The Board of Directors of the DBP as well as the Development Committee support this project & recommend approval. This project complies with the Montana Code Annotated as well as City's TIF Policy in regards to the 5:1 preferred threshold of private to public investment & eligibility of qualified expenses. Furthermore, this project conforms with goals of the Urban Renewal Plan as well as the Downtown Billings Strategic Plan such as safety, business activity anchor, connectivity, better utilization of parcels economically, and beautification of a core segment of downtown. Adding 200+ bodies of guests and employees on a daily basis will positively contribute to the economy of downtown, create more workforce opportunities and shopping power, increase business activity and potential for collaborations with events, conferences, and sponsorships. Not to mention, three parcels will change ownership from public to private and one privately owned single-story building will yield more in taxable value once it is a larger vertical structure.

The DBP is requesting a position for review by the Billings City Council during its regular meeting Monday, November 13th.

Thank you for your consideration,

Mehmet Casey
Development Director
Downtown Billings Partnership

Downtown Billings Partnership

Request for Expanded North 27th Street Urban Renewal District
Tax Increment Funding for the Rockman Project, Downtown Billings



DEVELOPERS

Honaker Realty LLC
William D. Honaker, Principal

JWT Capital LLC
Don Cape, Jr., Principal

10 / 16 / 2023

October 12, 2023

Katy Easton, CEO
Mehmet Casey, Development Director
116 North 29th Street, Suite A
Billings, MT 59101

Re: The Rockman Project

Thank you for the opportunity to submit the Rockman Project for consideration of financial assistance from the Expanded North 27th Street Tax Increment District. As you know, it's been a long time coming, so it's gratifying to see the progress.

As you are aware, the project is being proposed by Honaker Realty LLC and JWT Capital LLC, and we had submitted a proposal for the RFP issued from the City of Billings for the purchase of certain assets, mainly land on North 27th Street at 2nd Avenue North (North and South Parking Lots), as well as the City Hall parcel, which would include Park 3, the administration offices and the historic City Hall/ Police Department. We were recently informed of the City's desire to move forward with our proposal and we are currently in the final phases of executing the Purchase and Sale Agreement, with Development Agreements to follow. Whereas all of the assets are part of a larger project, this particular request involves only the North and South Parking Lots of this purchase, along with the Rockman Building which we currently own at the corner of North 27th and 2nd Avenue North. The following is our TIF application, which includes a detailed description of our plans for the project. We are requesting tax increment funds for reimbursement of up to $5,000,000 of qualified improvement expenditures, which are identified herein.

As local developers, we are keenly aware of the challenges facing downtown and we have invested considerable resources in development efforts to help reimagine Billings. There have been a number of large downtown projects proposed in the past, but they have lacked local market knowledge. As a result, many projects are designed with too many moving parts to get to the finish line. Our proposal is unique because we are the developer and the end user. Consequently, there is no delay in trying to market to tenants and, more importantly, trying the raise the equity. Subject to securing the properties and a commitment for TIF funds, we are prepared to move forward immediately to bring our project to fruition. We are pleased to present a proposal backed with our collective knowledge of the hospitality industry, real estate development, and construction management. We value and are fully committed to assisting the Downtown Billings Partnership in achieving its mission to promote economic growth, improve area employment opportunities, and expand its tax base.

Sincerely,
Honaker Realty & JWT Capital

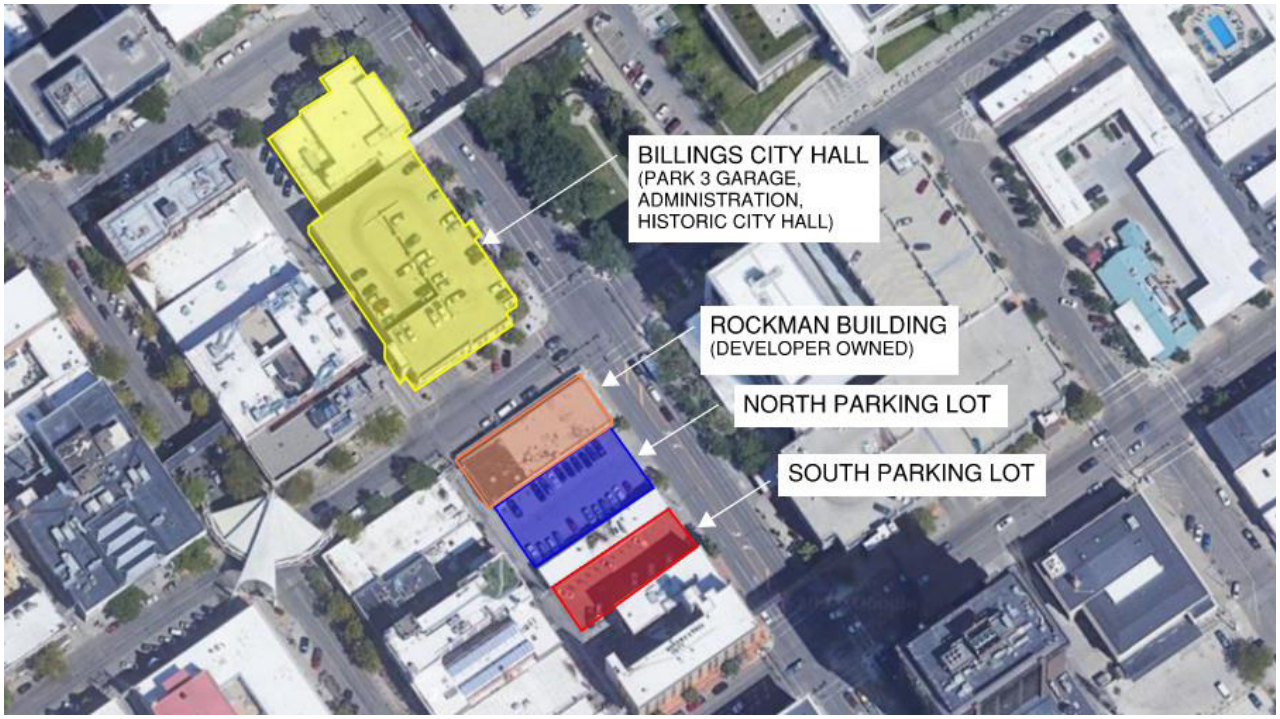
WILLIAM D. HONAKER
Principal
Honaker Realty LLC
406.861.3201

DON CAPE, JR.
Principal
JWT Capital LLC
406.579.2316

Project Description

The following is a detailed development proposal for the purchase, development, construction, and stabilization of a large urban site commonly known as the Rockman property in Billings, Montana, located at the intersection of Second Avenue North and North 27th Street. The Developer currently owns a portion of the project site, and the Billings City Council has recently authorized the City Administration to pursue the sale of "excess assets," most of which are included in this development proposal. The property currently has the appropriate urban zoning for its intended use, and the proposed site would involve purchasing the five City lots (North and South Parking Lots) that encompass 17,500 square feet of commercial land on either side of the Burger Dive property and Billings City Hall. This includes the Park 3 Garage, the City Administration offices on the ground floor of the Park 3 structure, and the current historic City Hall/Police building to the north.

The site is located within the downtown tax increment district and is bordered by major arterials, namely 2nd and 3rd Avenues North and North 27th Street. The Downtown Billings Framework Plan has identified this property as an "anchor" project for the central business district. Moreover, the property is situated in a federally recognized Opportunity Zone, which encourages investment in these blighted areas. The City of Billings reports that the traffic counts in the area amount to approximately 18,000 cars per day, and it is conveniently located near the Airport and Interstates 90 and 94, as well as both regional hospital facilities. Additionally, the site is in the downtown core, where the majority of corporate and government tenants are based.





PHASE 01

HOTEL AND PARKING GARAGE

Under this proposal, Phase One of the Project would involve acquiring the five City commercial lots (North and South Parking Lots) and combining the North Parking Lot with the adjacent Rockman Building (Developer-owned) at the corner of 2nd Avenue North and North 27th Street. The current structure would be demolished, and the Developers have been granted preliminary site approval from Marriott International Inc. for the construction of a 7-story, 140-room branded hotel. This approval is subject only to the successful acquisition of the North and South Parking Lots and a formal application process with the Marriott Development Committee (please refer to Marriott International Inc.'s confidential letter in the supporting information section of this proposal). Consequently, the Developers would proceed with closing on this portion of the land purchase immediately upon the execution of an acceptable Development Agreement with the City of Billings. They would then finalize the agreements with the hotel brand.

Moreover, both the hotel company and the financial institution will require that the hotel parking be secured prior to construction. Therefore, at the very least, an executed Purchase Agreement with the City for the parking garage portion of Park 3 would be necessary. The purchase of the North and South Parking Lots would specifically be contingent on this requirement. In this scenario, the Billings City Hall property would need to be "split" into individual units and renegotiated. However, our proposal currently contemplates purchasing the entire Billings City Hall property. In any case, once the land is purchased, the Developers could either wait for the City to vacate their premises before closing on the other properties or close on the properties and have the City lease back space for their immediate needs.



Initial cost projections for the hotel portion of the project exceed $41,000,000 and, as such, there are significant expenses associated with the public infrastructure of the development. Therefore, the Developers are requesting assistance from the tax increment district to help offset the qualified public portions of the construction. It is estimated these will be in excess of $5,000,000. Because these TIF funds would be crucial to the project, the purchase would be specifically contingent on acquiring TIF funds, which would be spelled out in the Development Agreement referenced above. On the other hand, since most of the project involves converting publicly-held assets to privately-held property (and therefore creating significant additional tax increment), initial projections seem reasonable to assist at this level, albeit a major investment. In fact, whereas the property tax revenue generated is currently $12,000 per year (from the Developer-held property), it is estimated (using tax information from similar properties) that, once all of the subject properties are on the tax roll, total annual tax revenue should be between $240,000 - $275,000, meaning all but $12,000 would represent tax increment and go to the district directly.

In addition, whereas the Downtown Billings Partnership has designated downtown living as a priority for the TIF funds, the hotel will create 200 additional "residents" downtown on a 24 hour/7 day a week basis and these guests will all be patronizing the restaurants, shops, museums, etc. This should have an immediate and significant effect on downtown and its businesses as a whole, and the Project would represent the first major hotel property built in over 45 years in downtown Billings. In addition, it is estimated that the hotel alone will add between 60-70 hospitality jobs, many of which are available to employees in the lower income brackets, as well as utilizing literally hundreds of construction and design employees. The South Parking Lot (south of the Burger Dive) would provide parking for the hotel employees on a 24 hour/7 day a week basis, as well as potentially being available for hotel expansion in the future.

The hotel itself is primarily an upscale business Marriott brand in the select service category, with an approachable rate and a trendy design mission defined as "European-inspired classic modernism." The brand targets the next generation consumer who appreciates forward design and unique travel experiences. To that end, the socially-connected public spaces include a main floor bar/lounge, reading library, media boardrooms, modern kitchen with European-inspired cuisine, meeting rooms with breakout areas, and the crème de la crème – a rooftop bar and restaurant, complete with heated outdoor patio areas. The hotel environment is a next generation businessperson's basecamp with the architectural and interior decor spirit of a designer hotel, the socially-connected and lounge-y emphasis of a lifestyle property, the European-inspired high-quality food and drink, a central location indicative of business hotels, and the price point of the select service segment.



Community Benefits

The community benefits from this project are many. As mentioned earlier, this would be the first new hotel project built in downtown Billings in over 45 years, and one of the only new vertical projects built in many years. The modern branded hotel design would give downtown Billings a huge "shot in the arm" and an additional reason to be proud of our community. Moreover, the project would infill one of the remaining blighted areas on North 27th Street, beautifying an obvious gateway into Billings. This initiative aligns with local land use goals of preventing sprawl by eliminating vacant urban "pockets" and utilizing the property efficiently.

In addition, based on our experience with other downtown projects, a project that generates pedestrian traffic contributes to the safety of the area, as there are always "eyes" on it. Undoubtedly, downtown Billings desperately needs this type of activity to help mitigate the perception of being unsafe and to create a new and vibrant vibe for our "hip" young professionals and the entire community.

If we look at Bozeman or Missoula, they have been incredibly successful in attracting new hotel development, which, in turn, has attracted numerous restaurants, breweries, and shops, all within reimagined downtown districts. The Marriott brand would also provide additional center city lodging options for our tourists, creating synergy for our downtown community and helping Billings attract additional professional conferences and conventions. According to travel statistics, the average tourist spends a total of $268 per day, meaning this hotel alone would create over $10 million in annual sales for our retail community. With a projected investment of over $41 million, this substantial and direct investment transforms non-income producing, public properties into tax-paying private properties, thereby creating a much-needed tax base for public services. At the same time, it allows the City of Billings to continue developing their new city offices by providing capital from the sale of their excess assets and flexibility with their development schedule.

But perhaps the most important community benefit would be the creation of 60-70 new jobs, many of which are entry-level positions serving the lowest income brackets. Not to mention the hundreds of employees involved in the design and construction of the project.


WELLS FARGO

Development Team & Experience

The project is being co-developed and managed by Honaker Realty LLC (William D. Honaker, Principal) and JWT Capital LLC (Don Cape, Principal). The developers bring years of experience in commercial development to include restaurants, hotels, Class A office, medical campuses, retail, mixed use, and residential loft development. They are partners on the Home2 Suites by Hilton in Billings and are currently under construction for an additional Home2 Suites by Hilton in Bozeman. Their resumes and list of projects follows:

HONAKER REALTY LLC

William D. Honaker, Principal

A Billings native for over 63 years and part of a 5th generational Montana family, Mr. Honaker brings experience from each facet of the development process and focuses exclusively on the development of downtown commercial properties in Billings. Mr. Honaker is the Chairman of the Board of Western Security Bank, is a board member of the Montana Restaurant Association, is a former President and Chairman of the Board of the Downtown Billings Partnership, and has been involved with numerous local charities and non-profit organizations. His experience as a banker, real estate broker, construction manager, and developer should prove essential in producing a high-quality development project. In particular, while living in Philadelphia, Mr. Honaker worked for two very active commercial real estate developers, specializing in the acquisition, conceptual design, leasing, and construction of mixed-use projects. Between the two companies, they developed over two million square feet of shopping center and mixed-use spaces within a four-year period. Mr. Honaker's recent local projects would include:



The Securities Building; Billings, MT - 2004

The Securities Building was a complete historic renovation project of 36,000 square feet, completed in 2004 at a cost of $4.7 million. The building was re-purposed for mixed uses and includes retail area on the main level, first-class office on the 2nd and 3rd floors, and residential lofts on the 4th and 5th floors. The building is also home to Walkers Grill, a fine dining restaurant where Mr. Honaker has enjoyed ownership since 1993.

U.S. Federal Courthouse; Billings, MT - 2011

As president of the Downtown Billings Partnership, Mr. Honaker was partially responsible for the acquisition, entitlement, and financing structure for what eventually became the U.S. Federal Courthouse. While not having any ownership interest, Mr. Honaker's pro-bono involvement along with two other key individuals ensured the permanent location of the federal building, thereby retaining the federal employee base downtown, as well as attracting a $65 million investment from the U.S. Government in the downtown community.



Empire Parking Garage; Billings, MT - 2014

Mr. Honaker assembled and purchased the site where the City of Billings' Empire Garage is now located. This project involved acquiring the various properties for the site and, after negotiation with the City of Billings, contributing the land for an ownership interest in the garage. This project provided much-needed parking for the City of Billings, which represented a $14 million investment into the downtown community.



Home2 Suites by Hilton; Billings, MT - 2016

Mr. Honaker assembled the site and assisted in the development of the Home2 Suites by Hilton in downtown Billings with JWT Capital LLC. The property consists of a Hilton-branded, 95-room, extended stay hotel in the downtown medical corridor. The Home2 concept was a perfect match for providing quality long-term lodging options to hospital patients and their families, medically-related companies, academic visits to MSU Billings, and other extended stay guests. The project injected $14 million into the downtown hospital corridor.



The McDonald Building; Billings, MT - 2018

Completed in 2018, the mixed-use project includes the headquarters of A&E Design, a multi-state architectural firm, on the 1st and 2nd floors and luxury residential lofts on the 3rd and 4th floors. Originally the home of Wendy's of Montana, the 28,000 square foot building was a complete historic renovation, with an investment of $5.5 million into downtown Billings.



JWT CAPITAL LLC

Don Cape, Jr., Principal

Mr. Cape is part of a 4th generation legacy real estate family from Bozeman, MT, which is partially responsible for the development of what's now known as the 19th Street Retail Corridor. He has been involved in real estate development and finance for over 30 years with direct experience in real estate investment banking, Real Estate Investment Trusts (REITs), real estate private equity, commercial and residential real estate development, hospitality, and restaurants. As the founding partner of JWT Capital, LLC, Don is involved in the acquisitions, development, and management of a variety of commercial and residential projects. Currently, the company is involved in several retail, mixed-used, and hospitality developments in Bozeman and Billings. Don is an active member of the Bozeman community with involvement on a variety of boards to include past Finance Chair for the Museum of the Rockies, Chairman of the Montana State University Foundation's ATI board, Montana State University Foundation Board of Governors, community advisory board for First Interstate Bank, and the Big Sky Chapter of Young Presidents Organization. A list of Mr. Cape's recent projects is included below:



Old Chicago Restaurant; Bozeman, MT - 2004 & Billings, MT - 2006

Mr. Cape developed, built, and oversaw the Old Chicago Restaurant Franchises in Bozeman and Billings, investing $5.9 million into the Bozeman and Billings markets and creating over 120 jobs. Old Chicago focuses on showcasing local and regional beer with hand-crafted pizzas and is a leader in the traditional casual dining segment. The Cape's owned the restaurants until 2014, when the regional Johnson Restaurant Group purchased the franchises.



Hilton Garden Inn; Bozeman, MT - 2005 & Billings, MT - 2008

In conjunction with developing the Old Chicago Franchises, Mr. Cape also developed and built the 123-room Hilton Garden Inn, Bozeman and the 128-room Hilton Garden Inn, Billings. The award-winning Hilton Garden Inn brand provides business and leisure guests upscale, affordable accommodations and unexpected amenities through focused service. Not only did the development of these hotels provide a huge boost for the surrounding commercial neighborhoods, it also injected $29.5 million dollars of investment capital in their respective markets.

Stoneridge Square Shopping Center; Bozeman, MT - 2005

Completed in 2005, Stoneridge Square is a large retail center in Bozeman, MT, and consists of 180,000 square feet of first-class retail space located on the 19th Street Retail Corridor. Mr. Cape developed, built, and leased the project which includes national tenants World Market, Sportsman's Warehouse, and REI as anchors. Total investment into the project was over $20 million.



Home2 Suites by Hilton; Billings, MT - 2016

Working with Mr. Honaker to assemble the site, Mr. Cape was the lead developer in the development of the Home2 Suites by Hilton in downtown Billings. The property consists of a 95-room, extended stay hotel in the downtown medical corridor. The Home2 concept was a perfect match for providing quality long-term lodging options to hospital patients and their families, medically-related companies, academic visits to MSU Billings, and other extended stay guests. The project injected $14 million into the downtown hospital corridor.



Blackmore Bend Mixed-Use Development; Bozeman, MT - 2017

Blackmore Bend was a project of various retail and office mixed-use spaces and included local favorite Heeb's Grocery (now Town & Country) as its anchor retail tenant, as well as the Printing for Less headquarters. The project was one of the first major developments on the east side of Bozeman and has transformed an otherwise blighted area. As a result of its $17.5 million investment into the neighborhood, it continues to help spur additional development of the area.



Home2 Suite by Hilton; Bozeman, MT - 2023

Currently under construction, Mr. Cape is the lead developer in the development of the Home2 Suites by Hilton in Bozeman. The property consists of a Hilton-branded 103-room, extended stay hotel and is a perfectly-timed addition for the newly finished Billings Clinic Bozeman. The Home2 will provide quality long-term lodging options for the robust Bozeman tourist market as well as to hospital patients and their families, academic visits to Montana State University, and other extended stay guests. The project is injecting $24 million into the 19th Street corridor.



DESIGN & CONSTRUCTION TEAM

A&E Design is an integrated design firm serving Montana and the Northwest with offices in **Billings**, Bozeman, Missoula, and Kalispell, Montana. As a collection of innovators, they are united for a single purpose: to create impactful experiences for our clients. Founded as A&E Architects, PC, in 1973, they have been dedicated to providing a fresh and innovative approach to architectural design for 50 years.

The firm offers architecture, interior design, historic preservation, and graphic design in one, comprehensive package. They are a team of over 80 diversely talented professionals with a strong commitment to client satisfaction, quality design, and improving the world around us. See their relevant experience in the supporting information section.

Jones Construction, Inc. is a 3rd generation general contracting business that has been operating in the Billings construction market since 1952. They have been the leader in commercial construction within the region and it is primarily due to the systematic approach they apply to all projects.

Their level of commitment to client satisfaction has been proven over the past 70 years with a consistent pattern of delivering quality projects completed ahead of schedule and under budget. Mr. Terpstra has assisted us from the beginning in developing the scope of work. See their relevant experience in the supporting information section.

FINANCIAL PARTNER

Western Security Bank, a division of Glacier Bancorp, is the lender selected for this project. Western Security has provided financing for both developers in past projects and, subject to finishing the underwriting, has expressed interest in providing financing for this project. A pre-qualification letter has been provided in the supporting information section below. Additional information can be provided by contacting the following bankers:

Mike Seppala
President
o: 406.371.8230
c: 406.647.3119

Jerry Simonson
Senior Credit Officer
o: 406.371.8321
c: 406.208.1543

Development Schedule

PHASE	DATES
Request For Proposal	April - July, 2023
Development Agreement/TIF Presentations	August - November, 2023
Council Approval	November, 2023 - January, 2024
Close on North & South Parking Lots	February - March, 2024
Hotel Franchise Agreement Complete	February - March, 2024
Construction Bidding & Design Complete	August - November, 2024
Permitting	November, 2024 - January, 2025
Financing Complete	January - February, 2025
Phase One: Hotel Construction	February, 2025 - July, 2026
City Vacates Phase Two Property	April - May, 2025
Close on Remaining Properties	July - August, 2025
Phase Two: Park 3 Offices & Garage Construction	July, 2025 - February, 2026
Phase Two Tenant Move-In	March - April, 2026
Hotel Grand Opening/Project Complete	June, 2026

Summary

Needless to say, we are excited about the potential of this site and the project as a whole. There are the obvious benefits – an incredible showcase hotel that creates real job growth for the downtown community, a massive investment into the area that not only repurposes stagnant City assets but also gives them much-needed capital to finish their new City Hall location, and a local developer and hotel group that understands the process and has a proven track record of quality development projects. But even more importantly, it is undoubtedly a statement that the entities involved in the project are committed to Billings and downtown. They're here to stay, which we believe holds significant value for our community and specifically for downtown.

Historically speaking, there have not been many major properties built in downtown Billings for many years. Most of the development has occurred in outlying areas, leaving downtown somewhat stagnant and challenging our identity. We believe that a successful project in this location will help facilitate the recent momentum in downtown and, very possibly, could springboard a number of large potential projects on the edge.

According to the Framework Plan developed by the Downtown Billings Partnership, a project should:

- Assist in the revitalization of the district.
- Attract a stable population within the district.
- Stimulate private investment within the district.
- Generate additional tax revenues.
- Redevelop sub-standard properties.

Simply stated, we feel that there is no project that better serves these requirements.



Supporting Information

WESTERN SECURITY BANK
Division of Glacier Bank

SECURITY YOU CAN TRUST, FROM PEOPLE YOU KNOW.
P.O. Box 30657 • Billings, Montana 59107-0657

westernsecuritybank.com

May 9, 2023

City of Billings
210 North 27th Street
Billings, MT 59101

Ladies and Gentlemen:

This letter will introduce you to Honaker Realty, LLC and JWT Capital, LLC, two prominent members of a soon to be formed Ownership Group that is submitting an RFP to the City of Billings for the purchase and subsequent development of certain real property located in downtown Billings, Montana.

Western Security Bank, A Division of Glacier Bank, has had a long and successful relationship with both of these entities along with the individuals involved with each of these organizations. Western Security Bank has successfully financed projects ranging from hotel financing to historic renovation projects with the individuals and entities mentioned. Included in these financing packages have been complex structures and credit enhancements such as Tax Increment Financing and New Market Tax Credits.

We have preliminarily reviewed the total project as it is currently proposed. The total amount of this completed project is estimated to be around $50 million of which approximately $30-35 million would need to be financed. While this letter should in no way be construed as a commitment of financing, these amounts are within the scope of the proposed ownership group's ability. Western Security Bank is very interested in providing the funding on this project subject to our standard underwriting procedures including structure, appraisals, costs, terms, etc.

If you have any questions or need further information, please feel free to email me at mseppala@westernsecuritybank.com or call at 406.371.8230

Sincerely,

Michael Seppala
President

Thank **You**

DEVELOPERS

Honaker Realty LLC
William D. Honaker, Principal

JWT Capital LLC
Don Cape, Jr., Principal

Action Item - A

RE: The Rockman Project

Background:

Honaker Realty & JWT Capital are requesting TIF assistance towards the Rockman Project. Located at the intersection of 2nd Ave N & N 27th St, the site will include the Rockman building (privately owned) as well as the City Hall (changing ownership from publicly owned to privately owned and two parking lots south of the Rockman building (changing ownership from city owned to privately owned). This encompasses 17,500 square feet of commercial land on either side of the Burger Dive property and north of the Grand Building. Phase One of this project would involve acquiring the city-owned lots and combining the North parking lot with the adjacent Rockman building. The current structure would be demolished, and the developer would construct a 6-7 story, 120-140 room branded hotel. Preliminary approval with the hotel requires complete acquisition of the parking lots as well as Park 3 garage. There are significant expenses associated with the public infrastructure of the development; therefore, TIF funding is crucial to help offset the qualified public portions of the construction. Purchase of the City-owned asset is contingent on acquiring approval for TIF assistance.

While it is not a housing project, the hotel will create at least 140 additional "residents" downtown on a 24/7 basis and these guests will likely patronize restaurants, retail stores, museums, entertainment venues, etc. This activity will have immediate positive effect on downtown and its businesses as well as generate 24/7 CPTED elements from the daily "eyes on the streets." The hotel alone is estimated to add between 60-70 hospitality employment as well as hundreds of construction and design employees. Being a vertical new infill development on a site that is changing ownership from public to private and providing a new hospitality option with added employment, shopping foot traffic, safety enhancement with the density of guests, as well as beautification of these parcels, The Development Committee recommends approval. Below is a breakdown of the DBP's staff recommendation:



Eligible expenses/categories	Eligibility	Recommended	Percentage of Recommendation
	MCA 7-15-4288		
Demo	$225,000	$225,000	100%
Utilities relocation/sitework	$2,892,984	$2,892,984	100%
Fire suppression	$286,939	$143,470	50%
ADA elevator systems	$502,020	$251,010	50%
First floor podium concrete slab	$931,378	$465,689	50%
Foundational steel	$406,185	$60,000	15%
Plumbing	$3,184,143	$461,847	15%
Exterior doors/windows	$1,404,064	$200,000	14%
Exterior masonry	$919,774	$100,000	11%
HVAC	$1,704,701	$200,000	12%
Remainder of project	$29,614,718	$0	0%
Total	$42,071,906	$5,000,000	12%

Current assessed value (5 properties)	$12,248.15
Estimated increase in taxable value (80% of project cost)	$33,657,525
Commercial tax rate (1.89%)	$636,127
Annual tax increment (699 mills)	$444,653
ROI	11 years

Proposal:

If recommended/approved, reimbursement is available starting in the fiscal year following the fiscal year in which the improvements are completed. Reimbursements will be in $1,000,000 disbursements over the course of five consecutive years starting tentatively in FY27).

Approval of this project assumes the following contingencies:

1. The Applicant shall sign a development agreement with the City of Billings and DBP within 180 business days after receiving approval from City Council.

2. This TIFD reimbursement is the maximum that can be received pending satisfactory submission of all paid invoices showing the completion of expenditures related to this project.

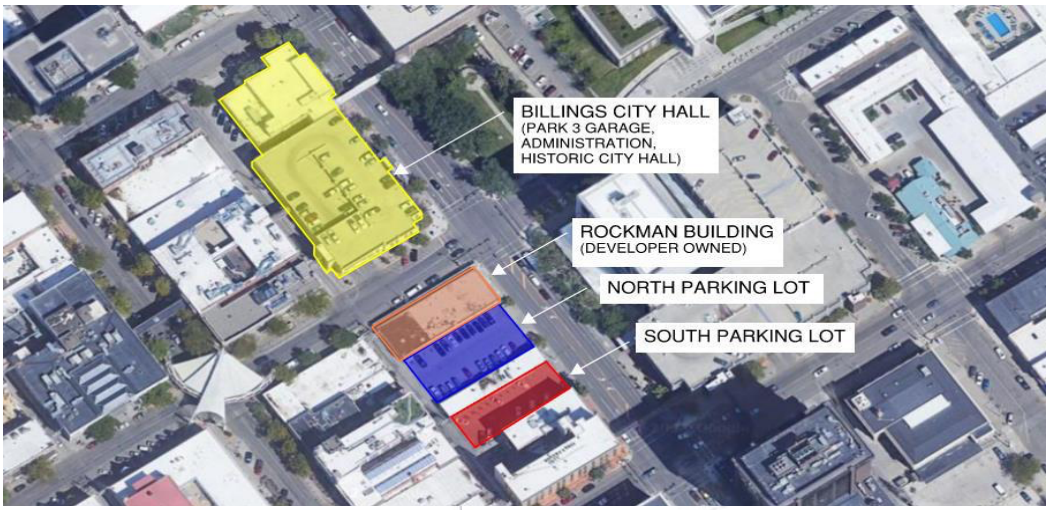
3. If funds are not available, reimbursement can be carried over to the next fiscal year (s).

DBP board of directors may recommend, modify and recommend, or not recommend this proposal.

Motion to recommend: I make a motion to concur with the Committee's recommendation to grant no more than $5,000,000 to Honaker Realty LLC & JWT Capital LLC. so long conditions above are met.

Motion not to recommend: I make a motion not to approve because/due to...

Motion to Modify: I make a substitute motion to…





DBP Board Minutes – October 27, 2023
Regular Business Meeting - 7:30 - 9:00 a.m.
Big Sky Economic Development - Zoot Training - 201 N Broadway

Present:	Brandon Scala	Andy Zoeller	Katy Easton
Steve Arveschong	Steve Wahrlich	David Fishbaugh	Tom Rupsis
Ethan Kanning	Janna Hafer	Chris Kukulski	Andy- James Patten
Chris Montague	Blake Wahrlich	Meri McGlone	James Chandler
Mehmet Casey	Megan Zimmerman	Mary Walks Over Ice	Erika Guy
Absent:	Sean Lynch	Steve Tostenrud	Jock West
Matt Blakeslee	Wyeth Friday (via Zoom)	**Guest:** Bill Honaker	**Guest:** Marsha Honaker
Guest: Danny Kramer	**Gust:** Lucy Kramer		

1. **Call to Order – Introductions, Courtesies, and Public Comments:**

   Mr. Kanning called the meeting to order at 7:32 am, a round of introductions took place.

2. **Regular Agenda:**

   a. Minutes – Mr. Fishbaugh made a motion to approve the September 22, 2023 meeting minutes, his motion was seconded by Mr. Wahrlich (Sr.), all were in favor, none were opposed.

3. **Presentation:**

   a. Rockman Project - Bill Honaker

   Mr. Honaker provided an overview of the Rockman Project to the board in three phases. Phase 1 - Mr. Honaker discussed the construction of the hotel, presented designs from A&E and asked the board for a TIF commitment of up to five million - taking into account fluctuation of the economy. Mr. Honaker's six to seven floor hotel is anticipated to have 120 to 140 rooms, a rooftop patio bar/lounge with an expected overall cost to be projected around $42 million dollars. Mr. Honaker's TIF ask of up to five million equals out to be about 12% of the total cost, Mr. Honaker believes he is under the traditional amount of TIF ask given the size of his project. Due to the new census data, New Market Tax Credits are not eligible for this project, which makes the TIF contribution that much more critical to the success of this project. Mr. Honaker shared that this would be the first hotel built in the CBD in 45 years. The Hotel is expected to bring a 10 million-dollar-draw into the downtown economy, create at least 80 jobs for employees in the hotel, in addition to the employment hours generated from the construction of the building and influence on local development.

   Phase 2 - Parking for hotel users and others would be available in Park 3, which is what is adjacent to the current City Hall building. That is part of the proposal Mr. Honaker has

presented to the City in pursuit to acquire the city-owned assets. There's still due diligence to be done on the structure and parking is integral to the project.

Phase 3 - City Hall would be repurposed for another use whether another office tenant or some other use. That portion may get developed by Mr. Honaker as well or another entity depending on the findings of the due diligence process as well as availability of economic tools to help fund it and the endeavor of landing tenants. The hope and the plan is not to let it sit vacant for a while but that will depend on several factors including the city's relocation schedule, rehabbing the building/securing tenants, securing funding, etc. It will however contribute to the tax base and increment by simply changing ownership from public to private. Any further enhancements will contribute more.

Mr. Arveschoug asked questions about the timeline of the Rockman project, the need for housing in our community, specifically workforce housing. Mr. Honaker stated that if everything goes according to the plan, the hotel should be open for business in mid 2026. Further discussion explored Mr. Honaker's ability to finance the project. Mr. Patten inquired about the acquisition process of the city-owned assets and Mr. Honaker provided context regarding a development agreement that is slated to go before city council on December 11th. Ms. Easton added that with TIF development agreements, applicants are given 180 business days to execute after City Council approval is acquired. Mr. Wahrlich (Sr.) acknowledged the complementary benefits of attracting a hotel, which attracts more visitors downtown, which also contributes to local businesses where guests tend to eat and shop while downtown residents may choose to cook at home. The Board also discussed the future arrival of a mixed-use project with housing on the Yesteryears building, which should help add more units to the downtown inventory of housing. The hotel also provides "eyes on the street" in a nontraditional way where guests of the hotel tend to be ages 28-55 staying 2-3 nights, so the hotel will have 24/7 eyes from visitors and employees. The Board thanked Mr. Honaker & Mrs. Honaker and they departed the meeting.

4. Action Items:

a. TIF Request - Rockman Project

Mr. Montague made a motion to approve the agreement of allocating up to and no more than $5 million in TIF Funds, Mr. Arveschong seconded. Mr. Rusis asked if there are any current structures that bring in similar numbers in taxable value. The Northern Hotel and DoubleTree are both larger structures but are existing buildings prior to today's market of construction costs and interest rates. Further discussion ensued regarding the TIF's ability to support this project as well as the payout period. Mr. Kanning stated that this will be new construction in the downtown area that happens to be a vertical development after purchasing a property through fair market rate price, which also happens to be publicly owned. While there would be a significant add to the increment of the district, finding out exactly the return on investment will be a challenge. Mr. Casey promised to follow up similar structures in our downtown area, connect with the Department of Revenue, and with City staff on the presentation of these numbers. The Board suggested looking at Mr. Casey's findings in the November meeting in case it changes the Board's opinion on the disbursements of the TIF reimbursements.

Mr. Kanning reminded the Board of the motion and second, all were in favor, none opposed.

b. Ms. Easton provided an update to the Board regarding the relocation of the Yesteryears Antique Mall and the improvements taking place in the Hart Albin building. Ms. Easton reminded the Board that it was not ready to vote in the October meeting because the Board wanted to see contributions from the landlord and tenant. The Board's packet had tables showing upwards of $181,000 investment from the property owner and upwards of $103,000 investment from the tenant. In addition, DBP Committee & staff is recommending TIF assistance up to $152,500 to assist in the relocation of a business, due to the future development of their current site. Mr. Patten motioned to approve TIF allocations to relocate the Yesteryears Antiques Mall, Mr. Scala seconded the motion, all were in favor, none opposed.

6. Old Business:

a. Mr. Casey reminded the Board that he updated them on this via email but that the short version is to move forward on the concept of decorative luminaires along 1st Ave N but that ultimately, this project will take partnerships between MDT, City of Billings, DBP, and BIRD. Costs may change between now and their tentative date of start of construction (2027-ish). That the source of funding may change as we continue to move forward and that the City of Billings is in talks with MDT regarding the possibility of changing 1st Ave N and Montana Ave into two-ways. Nothing is discussed or finalized yet regarding the direction of traffic. No yes answers but no no answers either. It's the preliminary conversation for now between the two entities.

7. Partner Reports:

a. Mr. Kukulsi reminded the Board of the upcoming election date and what questions are on the ballots. Offered to answer any questions about the ballot initiatives.

8. Adjournment:

Mr. Kanning adjourned the board meeting at 8:59 am.

NOTE: SUPPORTING DOCUMENTS FOLLOW AGENDA

CITY OF BILLINGS

CITY OF BILLINGS' VISION STATEMENT:

"THE MAGIC CITY – A VIBRANT, WELCOMING PLACE WHERE PEOPLE FLOURISH AND BUSINESS THRIVES"

AGENDA

COUNCIL CHAMBERS December 8, 2008 6:30 P.M.

CALL TO ORDER – Mayor Tussing
PLEDGE OF ALLEGIANCE – Mayor Tussing
INVOCATION – Councilmember McCall
ROLL CALL
MINUTES – November 13, 2008, Special Meeting
November 24, 2008
COURTESIES – Presentation to Al Winegardner and family in appreciation of donation in memory of Jayne Winegardner
PROCLAMATIONS
ADMINISTRATOR REPORTS – Tina Volek

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Item: 1 ONLY. Speaker sign-in required. (Comments offered here are limited to 1 minute per speaker. Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item.)
(NOTE: For Items not on this agenda, public comment will be taken at the end of the agenda. Please sign up on the clipboard located at the back of the room.)

CONSENT AGENDA:

1. A. Change Order #3, W.O. 08-09, Waste Water Treatment Plant Primary Effluent Pipe Replacement and Sludge Drying Bed Expansion, Western Municipal, $20,468.65, and **increase** the City Administrator's change order authority by $50,000.

B. Approval of compensation agreement for Private Contract No. 599, Emmanuel Baptist Church Sanitary Sewer Extension project, $325,360.

C. **Approval** of amended Purchase and Sale Agreement with School District Two for ten acres within Cottonwood Park for $200,000, and **authorization** for the Mayor to execute associated documents to consummate the sale and transfer of ownership of the property.

D. **Approval** of grant application submittal to Safe Route to School Program for the Elementary School Traffic Plan, $50,000.

E. **Resolution** relating to financing of proposed Zone 3 Storage, Zone 4 Reservoir project and Water Rehabilitation project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code for the purpose of reimbursing the City with bond sale proceeds for financing water projects prior to the availability of funds.

F. **Resolution** relating to financing of a proposed Wastewater treatment plant disinfection system project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code for the purpose of reimbursing the City with bond sale proceeds for financing sewer projects prior to the availability of funds.

G. **Second/Final reading** ordinance expanding the North 27th Street Urban Renewal Area – 2008.

H. **Second/Final reading** ordinance modifying the South Billings Boulevard Urban Renewal District.

I. **Exempt Amended Plat** of Tract 1 of Certificate of Survey 1815.

J. **Bills and Payroll**
(1) November 7, 2008
(2) November 14, 2008

(Action: approval or disapproval of Consent Agenda.)

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION GRANTING NEW OR EXPANDING INDUSTRY TAX INCENTIVES FOR BIG SKY ECONOMIC DEVELOPMENT AUTHORITY/GENERAL ELECTRIC CAPITAL CORPORATION** for a new building at 3333 Hesper Road. Staff recommends approval. (**Action**: approval or disapproval of staff recommendation).

3. **PUBLIC HEARING AND RESOLUTION GRANTING NEW OR EXPANDING INDUSTRY TAX INCENTIVES FOR DALCO INDUSTRIES DBA TETON STEEL** for property improvements at Gabel Road and South 29th Street. Staff

recommends approval. (**Action**: approval or disapproval of staff recommendation).

4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR REVISIONS TO BOARDS AND COMMISSIONS:** Revisions that provide consistency in procedural areas for advisory boards, commissions and committees, and reorganizes ordinances into one Article of the Code. Staff recommends approval. (**Action**: approval or disapproval of staff recommendation).

5. **PUBLIC HEARING FOR EXTENSION OF INTERIM ZONING ORDINANCE:** A proposed one-year extension of the Interim Zoning Ordinance that amends Section 27-611, Sexually Oriented Businesses, and allows the interim zoning ordinance to be effective until December 23, 2009. Staff recommends approval. (**Action**: approval or disapproval of staff recommendation).

6. **DOWNTOWN BILLINGS PARKING STUDY.** Delayed from 11/24/08. Staff recommends approval of contract with Rich and Associates, Inc. for $68,500. (**Action**: approval or disapproval of staff recommendation).

7. **PUBLIC COMMENT on <u>Non-Agenda</u> Items --** <u>Speaker sign-in required.</u> *(Restricted to <u>ONLY</u> items not on this printed agenda; comments limited to 3 minutes per speaker. Please sign up on the clipboard located at the back of the Council Chambers.)*

(Action: approval or disapproval of Consent Agenda.)

ADJOURN

(NOTE: Additional information on any of these items is available in the City Clerk's Office)

Visit our Web site at:
http://ci.billings.mt.us

ATTACMENT A

ORDINANCE NO. _____

AN ORDINANCE MODIFYING THE URBAN RENEWAL PLAN OF THE NORTH 27TH STREET DISTRICT URBAN RENEWAL AREA; MODIFYING THE BOUNDARIES OF THE DISTRICT; ADOPTING A MODIFIED URBAN RENEWAL PLAN INCLUDING A TAX INCREMENT PROVISION; APPROVING URBAN RENEWAL PROJECTS THEREIN AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT URBAN RENEWAL REVENUE BONDS OF THE CITY TO FINANCE COSTS THEREOF

NOW, WHEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

WHEREAS, on July 11, 2005 the City Council adopted Ordinance No. 05-5333, which created the North 27th Street District Urban Renewal Area (hereafter "North 27th Street District") and adopted the Urban Renewal Plan of the North 27th Street District Urban Renewal Area ("N. 27th Street Plan") that included a tax increment provision and endorsed urban renewal projects.

WHEREAS, on November 13, 2006 the City Council adopted Ordinance No. 06-5394 which expanded the boundaries and amended the N. 27th Street Plan to create the Extended N. 27th Street District that included a tax increment provision and endorsed urban renewal projects.

WHEREAS, it has been determined that the Extended North 27th Street District and the N. 27th Street Plan should be modified to include additional property contiguous to the Extended North 27th Street District.

WHEREAS, this Council on November 24, 2008, conducted a public hearing on a proposal to modify the N. 27th Street Plan by adopting the Urban Renewal Plan of the Expanded North 27th Street District Urban Renewal Area - 2008, thereby establishing a modified urban renewal area to be formally designated as the Expanded North 27th Street District Urban Renewal Area - 2008 (the "Expanded North 27th Street District - 2008" or "the Property"), and to undertake urban renewal projects therein, all as authorized by Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act").

WHEREAS, the Expanded North 27th Street District - 2008 is depicted on Attachment 1 (depicting the relationship of the Expanded North 27th District – 2008 to the Extended N. 27th Street District) and which is hereby incorporated herein and made a part hereof. Pursuant to this Ordinance, the boundaries of the Redevelopment Area are modified to reflect the addition of the Property depicted on the map on Attachment 1. The Redevelopment Area, as modified, is depicted on Attachment 1 and legally described on Attachment 2 (the "Resulting Redevelopment Area") (each of which is hereby incorporated herein and made a part hereof). The Resulting Redevelopment Area is contiguous.

WHEREAS, opportunities have been presented to the City that makes it desirable for the City to consider urban renewal projects within the Expanded North 27th Street District - 2008 consisting of demolishing certain blighted structures within the district; improving such properties with new construction, landscaping, utilities, and other similar improvements; and making the properties so improved available for private redevelopment in accordance with the Act (the "Projects"). Development proposals to be considered for funding include mixed use projects, building renovations, services for the District and the construction or expansion of City owned parking structures within the District.

WHEREAS, the proposed modified urban renewal plan titled the Urban Renewal Plan of the Expanded North 27th Street District - 2008 is attached hereto as Attachment 3 (which is hereby incorporated herein and made a part hereof) (the "Modified Plan"). The Modified Plan contains a tax increment provision and will govern the operation and administration of the Expanded North 27th Street District - 2008.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Billings, Montana, as follows:

1. Findings. This Council hereby finds, determines and declares, based on the comments received at the public hearing and other studies and information available to this Council, that:

a. The Property presently contains structures and improvements that are in a state of substantial deterioration, are obsolete or defective, pose unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses. The present condition of the Property substantially impairs the sound functioning of the downtown area of the City and its environs, is conducive to juvenile delinquency and crime, poses the threat of vandalism or mischief and fire or loss, constitutes an economic and social liability, and is a menace to the public health, safety, and welfare of the residents of the City. Accordingly, the Council reaffirms its previous findings that the Property is a blighted area within the meaning of Section 7-15-4210 of the Act. This Council finds that the rehabilitation, redevelopment or a combination thereof of the Property is necessary and in the interest of the health, safety, morals or welfare of the residents of the City. This Council finds that undertaking measures to eradicate or diminish the blight affecting the Property will help to foster a more dynamic, livable, and vibrant downtown.

b. If Projects require relocation of displaced persons, a detailed relocation plan is required and will be prepared.

c. The Modified Plan conforms to the 2003 Billings and Yellowstone County Growth Policy and the City's Downtown Framework Plan.

d. The Modified Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise.

e. A sound and adequate financial program is required for the financing of Projects, which program includes substantial private investment and financing and the sale and issuance by the City of Tax Increment Bonds in proportions yet to be determined, for the purpose of financing a portion of the costs of the Projects as set forth above.

f. Approved Projects will constitute urban renewal projects within the meaning of the Act and are authorized to be undertaken by the City.

2. Plan Adoption. The Modified Plan is hereby adopted and approved in all respects, including without limitation, the segregation and application of tax increments as provided in Sections 7-15-4282 through 7-15-4293 of the Act as provided therein. For purposes of allocating taxes according to the Act, the "prior assessed value" of taxable property within the Expanded North 27th Street District - 2008 is that value shown on the assessment rolls as of January 1, 2008.

3. Project Approval. Authorized Projects are hereby approved.

4. Bonds. This Council approves financing the costs of Urban Renewal Projects, or a portion thereof, with proceeds of the Bonds. The City is hereby authorized and directed to undertake activities and analysis ordinarily prerequisite to the issuance of tax increment urban renewal revenue bonds in a principal amount not to exceed $10 million for financing of the costs of Urban Renewal Projects or a portion thereof.

5. Conditional Commitment. The adoption of the Plan does not constitute a guarantee or a firm commitment that the City will issue the Bonds or undertake Projects. If, based on comments or information made available to or obtained by the City, it appears that the issuance of the Bonds or Projects is not in the public interest or consistent with the purposes of the Act, the City reserves the right not to issue the Bonds or undertake the Project.

7. Repealer. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

8. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

9. Effective Date. This Ordinance shall be in full force and effect from and after the date that is 30 calendar days after the date set forth below.

ADOPTED by the City Council of the City of Billings, Montana, on second reading this 8th day of December, 2008.

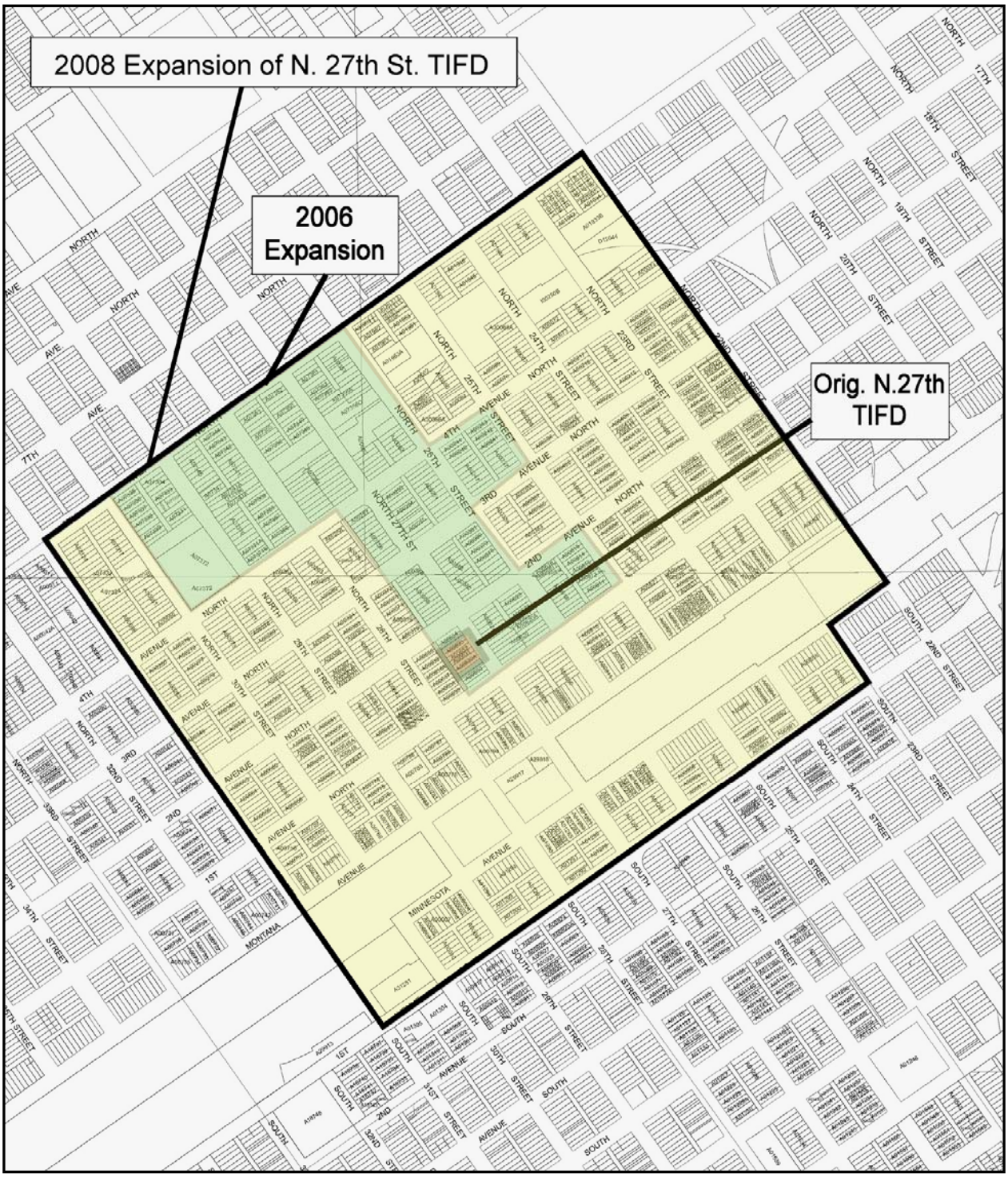
_____
Ron Tussing, Mayor

ATTEST:

_____
Cari Martin, City Clerk

ATTACHMENT 1

Expanded North 27th Street Urban Renewal District – 2008 Boundaries, Boundaries of the Extended N. 27th Street District (2006) and the Boundaries of the N. 27th Street District (2005)



ATTACHMENT 2

Expanded North 27th Street Urban Renewal District – 2008
Boundary Description

Beginning at a point at the intersection of the centerlines of 6th Avenue North and North 31st St. proceeding east along the centerline of 6th Ave. North to a point at the intersection of the centerlines of 6th Avenue North and N. 22nd Street proceeding south along the centerline of North 22nd Street, crossing the centrally assessed Burlington Northern Railroad property, to a point at the intersection of South 22nd Street and Minnesota Avenue proceeding west along the centerline of Minnesota Avenue to a point at the intersection of Minnesota Avenue and South 23rd Street proceeding south along the centerline of South 23rd Street to a point at the intersection of South 23rd Street and 1st Avenue South proceeding west along the centerline of 1st Avenue South to a point at the intersection of the centerlines of 1st Avenue South and South 31st Street proceeding north along the centerline of South 31st Street, crossing the centrally assessed Burlington Northern Railroad property, to the starting point at the intersection North 31st Street and 6th Avenue North encompassing all parcels and tax codes therein.

ATTACHMENT 3
Expanded North 27th Street Urban Renewal Area – 2008
Modified Plan

EXPANSION OF THE BILLINGS, MONTANA NORTH 27TH STREET URBAN RENEWAL AREA, WITH TAX INCREMENT, AND AMENDMENT TO THE URBAN RENEWAL PLAN

FOR CITY OF BILLINGS AND PLANNING REVIEW
October 14, 2008

Prepared by

Downtown Billings Partnership, Inc
2815 2nd Ave. North – Billings, MT 59101 – gregk@downtownbillings.com

SECTION 1 – INTRODUCTION

On July 11, 2005, the City Council adopted an ordinance that (a) created the North 27th Street District Urban Renewal Area ("North 27th Street District") and (b) adopted an urban renewal plan for the district. On November 13, 2006 the City Council adopted an ordinance that (a) expanded the North 27th Street District and (b) modified the urban renewal plan for the district. For reasons discussed in this Amendment to the Urban Renewal Plan of the North 27th Street District ("Plan"), it has been determined that the North 27th Street District should be expanded again to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area, known as the Central Business District of Billings, has been and is in need of expanded public parking, enhanced pedestrian connections and experiences, improved public safety, and infrastructure improvements to public and private properties that will lead to increased taxable values. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. The Urban Renewal Plan of the North 27th Street District approved by the City Council on July 11, 2005 and modified on November 13, 2006 is hereby included by reference as part of this amended Plan and shall remain applicable hereto except to the extent the original plan is explicitly or impliedly amended by this Plan. It is recognized as part of this Plan that the basic vision of the document known as Downtown Billings Framework Plan, adopted by the Billings City Council on December 22, 1997 and by the Yellowstone County Commissioners on December 23, 1997, is still valid and should be considered a part hereof. The terms defined in "Part I – DEFINITIONS" of the North 27th Street District Plan shall have the same meanings in this Plan unless a contrary meaning is expressed herein. The expanded district proposed in this Plan is hereafter referred to as the Expanded North 27th Street District - 2008 or the "District."

SECTION 2 – BACKGROUND

The original Downtown Redevelopment District, a downtown tax increment finance district, was created on December 20, 1975 by a resolution which cited hazardous conditions existing in the district due to overhead utility wires, inefficient land use, problems of access and circulation, physical constraints to development, random location of mixed uses and deteriorated building

conditions, and found that rehabilitation and redevelopment of the District would be in the public interest. That original district (hereafter "1975 District") comprised one hundred and twenty four (124) blocks in the city center after the 1985 south expansion and the 2004 east expansion. The 1975 District expired March 1, 2008 but the Urban Renewal Plan and the Framework Plan used for that district, in many parts and in relation to this District remain valid.

Because the 1975 District has terminated, but many of the undesirable conditions continue to exist, it was determined that it would be in the best interest of the City to expand the North 27th Tax Increment District to assist the construction of public improvements, stabilize and grow the tax base, increase the parking inventory, increase the inventory of downtown residential property, stimulate multi-use development ("Multi-Use Facility Projects"), fill street level vacancies, provide expanded security, develop safe event locations with appropriate traffic control devices, expand the Business Improvement District, make modifications to street and intersection lighting, increase traffic calming and reduce the noise in the district through Quiet Zone management and further implement the vision of the Downtown Framework Plan.

Currently, there is a need to expand the North 27th Street District to encompass development needs on the North 27th Street corridor, the North Broadway corridor, the Old Town Neighborhood and the Montana Avenue Historic District (including expansion of the Historic District to include areas south of the railroad tracks), the Civic District, areas adjacent to the Medical Corridor, adjacent to the East Billings Urban Renewal Area and other underutilized properties within the Central Business District of Billings. Although there has been significant improvement in the valuation of property in much of the 1975 District, the area defined by this proposed expanded tax increment district has major properties that have been neglected for many years and continue to show signs of serious blight and tax base decline. Many parcels have been removed from the tax rolls and/or are delinquent on payments of taxes and fees. The Expanded North 27th Street District creates an opportunity to continue redevelopment of the center of downtown with a mixture of public and private investment in a roughly seventy-one-square-

block district (just over half of the size of the 1975 expanded district) encompassing the existing North 27th Street District.

The area has several pockets of low taxable value, with several lots of the land being owned by government and other non-profit entities and several buildings that are over 50% vacant.

The creation of the Expanded North 27th Street District is essential to any planned development at 4th Avenue North and North Broadway, redevelopment of the vacant Northern Hotel, improving security and expanding the clean safe and vibrant programs of the Business Improvement District, continuing redevelopment of the Civic Plaza area, developing the boundary areas of the Medical Corridor and the East Billings Urban Renewal Area, and expanding the Historic District. It could also assist with the essential remodeling of the Northern Hotel, the Babcock Theatre, the Westwood Building, the Lincoln Hotel Building. Public infrastructure construction within this expanded District could assist with the renovation and/or relocation of various City facilities, such as the public library. It is currently expected that the expanded North 27th Street District may help fund the following projects:

I. Business Programs and Projects

a. Business Retention
    i. Targeted assistance and review of existing street level businesses
    ii. Retail market survey
b. Business Recruitment
    i. Development of a "chainlet" network
    ii. Business plan development assistance
    iii. Association networking
    iv. Business Improvement District support
    v. Business cluster analysis
    vi. Pedestrian study
        1. demographics
        2. directions
        3. linkages
        4. destinations
        5. wayfinding

II. Parking and Transportation

a. Increase use of public transit
b. Parking structures to support current and future needs

c. Explore parking linkages to adjacent destinations
d. Explore parking management practices and programs
    i. Off street parking
    ii. On street parking

III. Crime Prevention and Public Safety

a. Cooperative Security Program
b. Business Watch Program
c. Crime and Fraud prevention programs
    i. Geared towards street level businesses

IV. Management, Implementation and Maintenance

a. Downtown Billings Partnership, Inc. or its successor, management agreement
    i. Project development
    ii. Public awareness
    iii. Advocacy and liaison between public and private sectors
b. Business Improvement District expansion and development
    i. Cooperative work agreements with PMDs
    ii. Development and promotion of Conference Corridor
    iii. BID expansion
    iv. "Green" Management
        1. Recycling programs
        2. Tree management

V. Infrastructure Improvements

a. Public
    i. Expansion of Historic District
    ii. New Library
    iii. New Planning Department Offices
    iv. Public Parking and Greenspace
    v. Intersection Lighting by Public Works
    vi. New SILMDs for mid-block lighting
    vii. Streetscapes and traffic calming plans
    viii. Sidewalks, curbs and gutter improvements
        1. stabilization of vaults
    ix. Relocation of public and private utility lines
b. Public infrastructure improvements that would support the following development projects/programs
    i. Workforce housing development
    ii. Loft and Condo development
    iii. Lodging development
    iv. Conference Facilities

v. Entertainment venues

SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed expansion of the North 27th Street District contains a great deal of blight. Within the district there is substantial structural deterioration, long-term land vacancy, a railroad spur line that has been abandoned and a major rail line that continues to divide the Central Business District. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Many of the storefronts and upper floors are vacant or under-occupied. Sidewalks are cracked; alleys are deteriorated, and, in general, much of the area is below accepted standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without continued managed urban renewal, even these success stories will once again decline in taxable value. Most of the district falls into the blighted, neglected and under-utilized categories.

SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The expanded urban renewal area described in this amended Plan incorporates most of the Central Business District. Within the district there are several older, single-story structures that have been retrofitted for offices and warehousing, numerous surface parking lots, and several vacant structures. Many of these structures are unsuited to their current uses because of age obsolescence and physical deterioration.

Montana‘s Urban Renewal Law (Montana Code Annotated Title 7, Chapter 15, Parts 42 and 43) provides the authority to declare the existence of blighted areas and to target them for improvements. “Blighted area” is defined in Section 7-15-4206(2), M.C.A., as follows:

> *[A]n area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental*

or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- *(a) the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;*
- *(b) inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;*
- *(c) inappropriate or mixed uses of land or buildings;*
- *(d) high density of population and overcrowding;*
- *(e) defective or inadequate street layout;*
- *(f) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
- *(g) excessive land coverage;*
- *(h) unsanitary or unsafe conditions;*
- *(i) deterioration of site;*
- *(j) diversity of ownership;*
- *(k) tax or special assessment delinquency exceeding the fair vale of the land;*
- *(l) defective or unusual conditions of title;*
- *(m) improper subdivision or obsolete platting;*
- *(n) the existence of conditions that endanger life or property by fire or other causes; or*
- *(o) any combination of the factors listed in this subsection (2).*

The land being added to the Plan area includes 405 (Exhibit A) property tax codes plus a segment of centrally assessed BN Railroad property. The complete, expanded Urban Renewal Area will have 481 property tax codes plus the segment of BN Railroad property. Within that total area, and as noted in the 2006 approved Urban Renewal Plan, there are many "target areas" that should be immediately considered for redevelopment. The properties on N. Broadway between 4th Avenue North and 6th Avenue North will need additional parking to facilitate the construction of a Stockman Bank facility. The area adjacent to the Northern Hotel on North Broadway is in need of parking due to the closure of the privately owned parking structure in that area due to unsafe and blighted conditions of the structure. The area east of the Yellowstone County Courthouse Lawn is targeted for a new federal courthouse and will need additional parking and green spaces. The area between the new MET transit facility on N. 25th Street and to the east boundary of the East Billings Urban Renewal Area (N. 22nd Street) is in need of redevelopment that could include workforce housing and parking. The status of the Battin Federal Courthouse is still unclear. The facility is contaminated with asbestos and is destined to become vacant with the completion of a new federal courthouse and office building. This

vacancy will present a redevelopment opportunity in the near future. The area surrounding City of Billings Park IV contains many surface parking lots that could be developed if Park IV is sold to a private developer. This area lacks high-rise housing with mixed use occupancy on the first floor. The future use of the Lincoln Center is unclear and it could be a redevelopment opportunity if the school district ceases its administrative and continuing education functions in the building. The properties on 1st Ave. S. and Minnesota Avenue are not currently in a Historic District and values remain stagnant as compared to the Montana Avenue area. The redevelopment of the south side of the railroad tracks has not kept up with the redevelopment north of the tracks and should be a target area. Several properties located between Montana Avenue and 1st Avenue North are severely underutilized and in need of redevelopment. Without attention to some of this blight, over time, the value of the Montana Avenue redevelopment will most likely be negatively impacted.

SECTION 5 – DETERMINATION OF BLIGHT

The proposed expansion area of the North 27th Street District contains a number of underdeveloped properties. The Council previously determined that the property included in the North 27th Street District was "blighted" within the meaning of the Act in Resolution 05-18276 adopted June 13, 2005 and Resolution 06-18488, adopted September 25, 2006. The Redevelopment Area, including the portion that is to be expanded to form the Expanded North 27th Street District - 2008, was previously determined to be blighted and an appropriate area for an urban renewal project in Resolution No. 12107 dated January 5, 1976. Deficiencies in public and private properties located in the district lead to a determination that the area continues to be blighted, as defined by state statute. Specific areas of blight on the site are listed below:

Deficient Structures in Expanded Area

There are several buildings that are over 50 years in age and do not qualify as being historically significant. Many are in poor repair and may contain potentially hazardous asbestos and lead paint.

Deficient Public Facilities in Extended Area

The streets, curbs, gutters and sidewalks in much of the area are in satisfactory repair. However, sewer and water utilities in the area are aging and have required frequent repairs in recent years. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. The city owned parking ramps within the area, except for Park IV have extensive "waiting lists" and public parking for adjacent office and commercial structures continues to be inadequate. Demand for parking will continue and additional and expanded parking structures will be required to accommodate commercial growth.

Deficient Land Use in Extended Area

In general, the area is under-utilized due to the significant amount of surface parking areas and a large number of single-story structures. The taxable value of this district must be stabilized and encouraged to grow.

SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

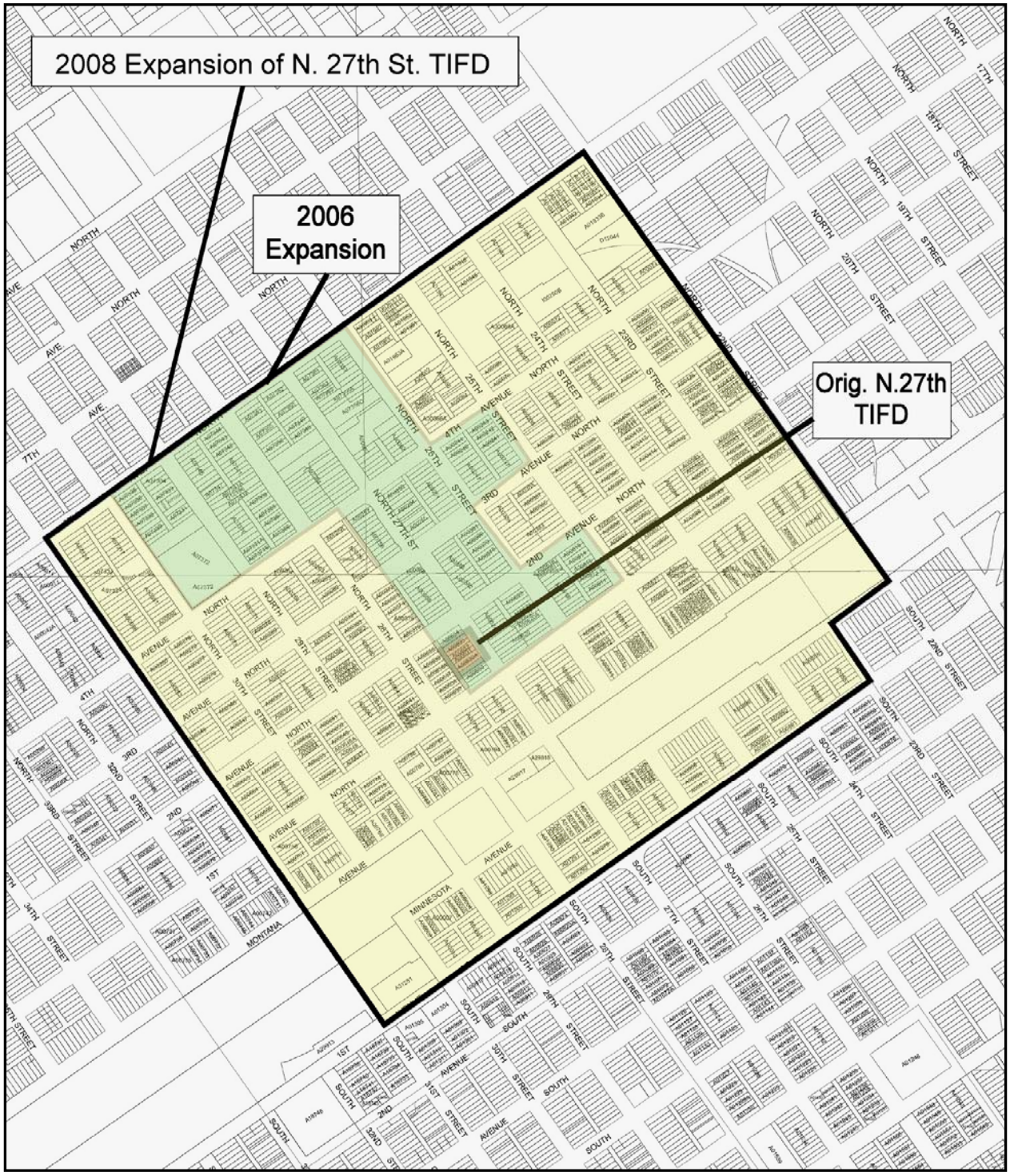
As noted, the expanded North 27th Street Urban Renewal Area comprises most of the Central Business District (CBD) of the City of Billings.

SECTION 7 – LEGAL DESCRIPTION

The legal description of the proposed Expanded North 27th Street District – 2008 is as follows:

Beginning at a point at the intersection of the centerlines of 6th Avenue North and North 31st St. proceeding east along the centerline of 6th Ave. North to a point at the intersection of the centerlines of 6th Avenue North and N. 22nd Street proceeding south along the centerline of North 22nd Street, crossing the centrally assessed Burlington Northern Railroad property, to a point at the intersection of South 22nd Street and Minnesota Avenue proceeding west along the centerline of Minnesota Avenue to a point at the intersection of Minnesota Avenue and South 23rd Street proceeding south along the centerline of South 23rd Street to a point at the intersection of South 23rd Street and 1st Avenue South proceeding west along the centerline of 1st Avenue South to a point at the intersection of the centerlines of 1st Avenue South and South 31st Street proceeding north along the centerline of South 31st Street, crossing the centrally assessed Burlington Northern Railroad property, to the starting point at the intersection North 31st Street and 6th Avenue North encompassing all parcels and tax codes therein, all inclusive.

Map of entire Expanded N. 27th District



SECTION 8 – PROPERTY DEVELOPERS

New development in the proposed tax increment district will also be accomplished through the implementation of the Downtown Framework Plan. These Projects are described in Section 2 of this plan.

SECTION 9 – PROJECT RELATIONSHIP TO THE FRAMEWORK PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses most of the "districts" as defined by the Billings Framework Plan ("Framework Plan"). One goal of the Framework Plan was to remove barriers to downtown circulation and development created by 4th Avenue North and 6th Avenue North and establish the area between the avenues as both a discreet district and a recognized extension of the CBD, thereby allowing potential ties to the medical corridor and MSU-Billings from the CBD. Generally, the Framework Plan stressed the downtown's ability to make a positive impact on the entire city. The Framework Plan also recommended a private non-profit organization to assist the City of Billings with the management of the Tax Increment District through an annual work plan and contract. This Expanded N 27th Street District may be managed in a similar manner and could make use of the redevelopment and facilitation established through that management entity.

Framework Plan Recommendation: Housing

The Framework Plan states that housing should be a top priority and that the City should continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan states that high-rise housing is to be located in the east transition zone and portions of the north transition zone.

The formation of an expanded tax increment district will help to raise funds that can be used for construction or rehabilitation of public infrastructure necessary to attract and retain housing in the area.

Framework Plan Recommendation: Priorities

The top priorities identified in the Framework Plan include the following:

- Development incentives, including business retention and recruitment
- Housing – demonstration projects
- Streetscape Kit of Parts – expand kit to include Minnesota Avenue
- Events Kit of Parts – Modern and safer traffic control devices may be needed
- Paring configuration adjustments – several one-way streets could be converted to 2-way
- 5th Avenue North Corridor preservation and enhancement

This amendment to the Plan and the urban renewal projects that it contemplates specifically address all six of these priorities.

SECTION 10 – CONFORMANCE TO THE GROWTH POLICY

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43) is that the urban renewal plan must conform to the community's growth policy. The Yellowstone County and City of Billings Growth Policy ("Growth Policy") refers to and promotes downtown redevelopment in a variety of ways. This amendment to the Plan is consistent with the current Growth Policy.

SECTION 11 – CERTAIN PLAN FEATURES AND FINANCIAL MATTERS

Section 7-15-4217, M.C.A., of the Act requires cities to make certain findings when they adopt an urban renewal plan and approve Urban Renewal Projects. These are addressed below:

1. Most of the District contains no existing dwelling units or housing, and planned projects would not displace any persons from housing. Accordingly, there is no need to have a workable and feasible plan for substitute housing until and unless such a project is developed in the future.

2. This amended Plan conforms to the Growth Policy for the City as a whole and to the

Framework Plan.

3. This Modified Plan affords maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded North 27th Street District by private enterprise. It is unreasonable to expect that the district will be remain stabilized and/or redeveloped without substantial public support. Numerous properties within the area are dilapidated. As presently constituted, property in the district is not conducive to any sort of uniform or integrated development and, as presently existing, cannot compete with other areas of the City for substantial developments, particularly areas at the outskirts of the City. Experience has validated the foregoing facts and observations. This amended Plan is intended to facilitate the identification and construction of significant Urban Renewal Projects, which would not be possible without this Plan.

4. A sound and adequate financial program exists for financing projects, which include the sale and issuance by the City of the Bonds in an amount not to exceed the costs of the project, including administration costs and costs of issuance of the Bonds. Any approved Development Project will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements.

5. This Expanded N. 27th Street District - 2008 may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may be mailed only to those owners whose properties are situated within the area of expansion or contraction of the Urban Renewal District boundaries. In cases where the boundaries are not modified, but the contents of the urban renewal plan are substantially modified, notification shall be mailed to all owners of property within the Urban Renewal District area.

SECTION 12 – TAX INCREMENT

Tax increment financing is necessary to encourage private reinvestment within the District, which will further encourage economic growth in the District and Downtown Billings, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The expanded North 27th Street District is hereby established as a tax increment financing urban renewal area within the meaning of the Act, and, in particular, Section 7-15-4282 through 7-15-4293 of the Act. This Section constitutes a tax increment provision within the meaning of the Act. In connection therewith:

1. For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as current base taxable value of the district plus the base taxable value of all real and personal property added to the district by this amended plan and as show in Exhibit B as of **January 1, 2008.**

2. The City is hereby authorized to segregate the tax increment derived in the district and use and deposit such increment into the tax increment fund of the district for use as authorized by the Act and as authorized herein from time to time, including, without limitation, pledging the tax increment to repayment of Bonds.

3. The tax increment received from the district may be used to pay directly costs of an approved Development Project as may from time to time be approved by the Council. The Council also hereby authorizes the use of tax increment in the district to pay debt service on Bonds issued to finance a portion of the costs of these Development Projects, and costs associated with the sale and security of such Bonds in compliance with the Act, subject to any limitations imposed by the Montana Constitution and federal law.

4. The tax increment provision of the district will terminate upon the latter of:
   a. The fifteenth (15th) year following the original creation of the district; or
   b. The payment or provision for payment in full or discharge of all Bonds, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the district, but shall be paid into funds of the taxing bodies levying taxes within the district.

SECTION 13 – CONCLUSIONS

The creation of this expanded North 27th Street Urban Renewal District will have a positive impact on Downtown Billings and no impact on the total taxable value flowing to the taxing entities from the now expired 1975 Urban Renewal District.

Expansion of the North 27th Street District is an essential first-step in completing what may be a number of urban renewal projects. If completed, mixed use projects approved within the first two years could stimulate over $30 million in new construction, and possibly as much as $15 million in re-sales and redevelopment. Approximately 500 new employees and new downtown residents could be located on the commercial and upper floors of possible mixed use projects. Thus, expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the CBD, will also bring new employees and residents to the CBD.

Mixed use development within the Expanded District ties in favorably with and actually stimulates the remodeling plans that are currently underway for several downtown properties. Additionally, like any major new development, the anticipated Stockman Bank construction at 4th Avenue North and North Broadway will have a stimulating effect on the surrounding area. Specific examples of this are:

1. It will tie the CBD to the medical corridor located immediately to the north of the development.
2. The Billings Clinic has purchased the Underriner property to the north and west of the Library. The Clinic's plans at this point have not been determined; however, the development proposed in this amended Plan will enhance and encourage future development by this group.

3. The Framework Plan encourages the development of the 5th Avenue North corridor. An enhanced Library, as accomplished by projects described in this Plan, will provide an excellent entrance to this corridor.
4. Future redevelopment and revitalization of structures like the Northern Hotel and the Babcock Theatre Building are enabled by this district.
5. This expanded district may assist with the completion of and continued modernization of City owned downtown parking structures.

In conclusion, expansion of the North 27th Street Urban Renewal District to include the property described in this amended Plan will have a positive effect on the CBD and the City.

RESOLUTION NO. 18-10750

A RESOLUTION OF THE CITY OF BILLINGS FORMING A POLICY FOR THE ADMINISTRATION OF URBAN RENEWAL AREAS OR DISTRICTS (URD) IN THE CITY.

WHEREAS, MCA, Title 7, Chapter 15, Part 42, Section 51 declares: General powers of municipalities in connection with urban renewal. Every municipality shall have all the power necessary or convenient:

(1) To carry out and effectuate the purposes and provisions of this part and part 43;

(2) To undertake and carry out urban renewal projects within the municipality, to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part and part 43, and to disseminate blight clearance and urban renewal information;

(3) To organize, coordinate, and direct, within the municipality, the administration of the provisions of this part and part 43 as they apply to such municipality in order that the objective of remedying blighted areas and preventing the causes thereof within such municipality may be most effectively promoted and achieved and to establish such new office or offices of the municipality or to reorganize existing offices in order to carry out such purpose most effectively;

(4) To exercise all or any part or combination of powers granted in this part or part 43; and

WHEREAS, the City of Billings reviews and adopts Urban Renewal Plans for each of its Urban Renewal Districts, and those Plans specify goals for each Urban Renewal District; and

WHEREAS, the City of Billings may establish local policies that guide the establishment, operations, funding and governance of urban renewal districts; and

WHEREAS, development of TIF (Tax Increment Financing) Policies would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the City Council now makes and adopts the following TIF Policy:

CITY OF BILLINGS TAX INCREMENT FINANCE POLICY

1. PERMITTED USES OF TIF FUNDS. TIF funds may be used for costs outlined in MCA, Title 7, Chapter 15, Part 42, Section 88. Urban Renewal Plans adopted by the City may limit what TIF funds may be spent on in any Urban Renewal District. Eligible costs may include, but are not limited to:
   a. Land acquisition and assemblage, demolition and removal of structures, relocation of occupants, analysis to determine needs of an urban renewal area, administrative cost for redevelopment activities.
   b. Public infrastructure, including, but not limited to: streets, storm drains, parking, public buildings, water and sewer lines, sidewalks, utility connections.
   c. Private infrastructure with public benefit, including, but not limited to, building façades, windows, doors, fire suppression or alarm systems, storm drainage, environmental remediation, parking, and ADA access.

2. FINANCIAL ASSISTANCE THROUGH TIF. All financial assistance must be approved by the City Council prior to any activity receiving funding. Financial assistance should be requested prior to beginning construction. All activity (design and construction) must be completed prior to issuance of TIF funds from the City Finance Department. Financial thresholds and assistance tools are as follows:
   a. A minimum of $\geq$ $5 of private investment for every $1 of public investment is the preferred threshold to be met for each TIF application. The City Council reserves the right to approve any application that does not meet this minimum. The City Council also may make exceptions for projects of less than $100,000, and for publicly owned projects, properties or facilities.
   b. Grants may be made for uses listed in Part 1 above benefitting any government owned-land or buildings and for profit and non-profit businesses.
   c. Bonding may be available at the discretion of the City Council.
   d. All TIF grants will be formalized by a development agreement that must be signed by the grantee before the City will reimburse eligible expenses.

3. URD MANAGEMENT. Each URD in the City of Billings will be managed as follows:
   a. Each URD should maintain a non-profit advisory board to make recommendations to the City Council regarding TIF expenditures. Unless specifically authorized by a Memorandum of Understanding (MOU) referenced in 3(b) below, a majority of board members must own or lease property within the district, or must represent such owner or lessee, and may include representation from residential or commercial property owners or lessees. Advisory Boards must carry insurance for their members and provide proof of insurance to the City.
   b. A MOU must be executed between the advisory board and the City Council that defines the board's roles, responsibilities, authority, and processes, including for hiring and maintaining board support staff. The MOU must

contain language addressing conflict of interest situations for board members whose property may directly benefit from a TIF expenditure and for board support staff. The MOU also must include language that if there is the appearance of a conflict of interest the issue will be reviewed by City legal staff before moving forward.

c. Training for all URD advisory boards will be conducted biannually in coordination with City staff and URD support staff. The training must include, but is not limited to: review of URD and TIF laws, Administrative Rules, ethics, conflicts of interest, meeting management, and maintenance of minutes and records.

d. URD financial reporting will be consistent across all URDs and be set by coordination between the City Finance Director and the Planning and Community Services Director, and URD support staff.

e. TIF application review and City Council staff report preparation will be conducted by the Planning and Community Services Department Director, in coordination with the Assistant City Administrator, Finance Director, and URD support staff.

PASSED by the City Council and APPROVED this 9th day of July, 2018.

CITY OF BILLINGS

BY: William A Cole
William A. Cole, Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST

BY: Denise R. Bohlman
Denise R. Bohlman, City Clerk

City Council Regular

Date:	03/11/2024
Title:	EBURD Tax Increment Assistance - 320 North 17th Street - Tailwind Management, LLC
Presented by:	Wyeth Friday
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	No
Project Number:	NA

RECOMMENDATION

The Billings Industrial Revitalization District (BIRD) Board of Directors recommends the City Council approve up to a maximum reimbursement of $137,086.47 from the EBURD tax increment finance district funds to Jarden Investments LLC (Tailwind Management Offices) to assist in the remodel and redevelopment of the property at 320 North 17th Street for business offices for Tailwind Management. Actual reimbursement will be based upon 100% of the actual costs incurred for qualified expenses for the improvements made to property subject to the following conditions:

1. The Applicant shall sign a development agreement with the City of Billings and BIRD within 180 days of City Council's approval.
2. This TIFD reimbursement is the maximum that can be received pending satisfactory submission of all paid invoices showing the completion of expenditures related to this project.
3. If funds are not available, reimbursement can be carried over to the next fiscal year.

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

The Billings Industrial Revitalization District (BIRD) Board of Directors is presenting this recommendation to the City Council for allocating up to $137,086.47 in tax increment finance funds (TIF) from the East Billings Urban Renewal District (EBURD) to provide financial assistance to Jarden Investments, LLC for redevelopment of property at 320 North 17th Street. The BIRD Review Committee considered the project at its meeting on February 12 and recommended approval of the project to the full BIRD Board. The Bird Board recommended approval of the project to City Council at its February 13 meeting.

Tailwind Management is a property management firm that focuses primarily on the management and maintenance of homeowners associations and commercial associations located in Yellowstone County. Tailwind Management was established in 2002 and has outgrown its current location.

The project will renovate the existing brick building to provide a new office and shop location for Trailwind Management. The structure is located at 320 N 17th Street and is a concrete block structure that has been primarily used as a warehouse. The project will entail demolishing all existing interior and converting the entire building into an office space. The building will also receive exterior facade improvements, adding architectural dimension, an entrance into the parking lot, and a paved lot for customer parking. While TIF funds are not being requested for improvements to the steel building located on the lot, improvements to that building's exterior are also planned.

The planned improvements include new fencing and landscaping.

The BIRD Board's recommendation of $137,086.47 toward the improvements results in about a 7:1 ratio of private investment for the project, including the purchase of the property. Total project costs are estimated to be $949,921 for project design, site work, construction, HVAC, and the property acquisition. TIF eligible expenses being requested for reimbursement include Architect Design Fees, Building Permits, Landscaping, Fences, Sidewalks, Curb & Gutter, Demolition, Parking Lot, Water SDF, Carpentry Materials, Windows, Electrical, and Security Systems which total over $232,760. The BIRD board is recommending 58.9% of this total for reimbursement.

The BIRD Board noted several reasons for its support of the project:

- With the reuse and redevelopment of this property, this project is in alignment with the EBURD Urban Renewal Plan under its Business Programs and Projects goal (See page 3-4, item I of the Urban Renewal Plan Attached). Reuse and improvement of this property in the EBURD for business development works well with the urban renewal efforts and economic development goals of the City.

Table 1.

Qualified Improvements	Recommended TIF Reimbursement	City TIF Policy	Urban Renewal Plan	MT Code Annotated
Architect Fees, Building Permits, Landscaping, Fences, Curb & Gutter, Sidewalks, Demolition, Parking Lot, Water System Development Fee, Windows, Electrical, and Security System	$137,086.47	Section 1(a-c)	Section 2 (I) Business Programs and Projects	7-15-4233 7-15-4288

This process and action of the BIRD is under its authority per the Memorandum of Understanding between the City of Billings, Big Sky Economic Development, and the BIRD, Inc. approved by the City Council on May 13, 2019.

Current View





ALTERNATIVES

The City Council is the final authority in disbursing TIF funding. This proposed use of TIF funds conforms to the City's TIF Policy and aligns with the EBURD Urban Renewal Plan and Montana Code for urban renewal projects and programs. The City Council may:

- Approve the recommendation from the BIRD Board for the expenditure of these TIF funds, or;
- Modify and approve the recommendation from the BIRD Board for the expenditure of these TIF funds
- Disapprove of the recommendation from the BIRD Board for the expenditure of these TIF funds.

FISCAL EFFECTS

The request is for a total of up to a maximum of $137,086.47 to be reimbursed to Jarden Investments, LLC only upon completion of the work and submission of the invoices for the costs incurred. It is expected that this expenditure will not be incurred until FY25. If approved this expenditure will be included in the East TIF fund FY25 budget. The East TIF fund is projected to have sufficient revenue and cash for this project.

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Attachments

Jarden Investment Application
Jarden BIRD Recommendation
Jarden Investment TIF Analysis
EBURD URD Plan
City TIF Policy

BIRD
Billings Industrial Revitalization District

City of Billings
East Billings Urban Renewal District

Urban Renewal Assistance Information and Application

Effective: **January 11, 2021**

To receive maximum funding all applications must be submitted to the BIRD and approved by the CITY prior to the start of construction. If applications are submitted after the commencement of construction the amount of funds to be awarded will be discounted or denied.

Billings Industrial Revitalization District Inc. (BIRD)
1413 4th Ave N, Suite C
Billings, MT 59101
406.272.4321

TAX INCREMENT FINANCING APPLICATION PROCESS FOR POTENTIAL PUBLIC INFRASTRUCTURE ASSISTANCE VIA A DEVELOPMENT AGREEMENT AND POSSIBLE ISSUANCE OF TIFD BONDS

IMPORTANT: The material below outlines the Tax Increment Financing (TIF) application process and Development Agreement and the responsibilities of the person or firm requesting TIF fund assistance (hereinafter known as APPLICANT) and the Billings Industrial Revitalization District, Inc. (hereinafter known as BIRD). Please review this information carefully before submitting the application or finalizing your development plans. Incomplete applications will be returned.

INTRODUCTION

The BIRD is responsible for advising the Billings City Council (hereinafter known as CITY), of the East Billings Tax Increment District, pursuant to Montana Urban Renewal Law (Title 7 Chapter 15 part 4288 Montana Code Annotated). TIF is an important element of the program as it provides a means to finance public urban renewal activities that assist and enhance private development within the district. A TIF program operates by first establishing a base year taxable value for all properties within the urban renewal district. Property taxes continue to be paid to all taxing jurisdictions on the basis of the base year valuation. All increases in property taxes above this base valuation due to new development or reappraisals are assigned to the TIF District (TIFD.) They are then invested in district revitalization activities. Consideration of TIFD assistance is available to private land owners for public infrastructure components of construction projects within the boundaries of the East Billings Urban Renewal District (EBURD).

ELIGIBLE ACTIVITIES

The TIF may be used to finance certain urban renewal activities. The BIRD will review applications and make recommendations to the CITY for assistance to projects eligible under this statute. Requests are evaluated on criteria outlined in the "Criteria for Review" section. Special emphasis will be placed on those projects that exemplify the EBURD Master Plan. This plan is available for download at the BIRD website: **www.billingsbird.com**

Projects requesting TIFD funds should eliminate blight where development will contribute to increased tax revenue for the TIFD that improve the aesthetics, character, safety and/or quality of life in the area.

This application is intended for eligible increment generating projects. All requests for TIFD funds are subject to approval by the CITY and TIFD fund availability.

Examples of TIF-Eligible Public Infrastructure Improvements

	MCA Statue
Demolition and abatement of structures and removal of blight	7-15-4288 (2)
Relocation of residents from building to be raised	7-15-4288 (3)
Sidewalks, Curbs, Gutters	7-15-4288 (4)
Public Utilities - Water, Wastewater, Storm Water	7-15-4288 (4)
Private Utilities - Electrical, Natural Gas, Telecommunications, Fiber Optic	7-15-4288 (4)
Intersection Signals & HAWK Crossings	7-15-4288 (4)
Street & Alley Surface Improvements	7-15-4288 (4)
Crosswalks	7-15-4288 (4)
Landscaping	7-15-4288 (4)
Green Space & water ways	7-15-4288 (4)
Improvement of Pedestrian Areas	7-15-4288 (4)
Historical Restorations	7-15-4288 (4)
Off Street Parking for public use where there is a need for public parking	7-15-4288 (4)
Bridges & walkways	7-15-4288 (4)
Pollution Reduction	7-15-4288 (12)
Architect, Engineering, Surveys & Appraisals	7-15-4233(n)

Applications must be approved by CITY and a Development Agreement signed before any construction begins to qualify for maximum TIFD funds.

Allow a minimum of 60 days between submitting a complete application to the BIRD and receiving a decision from the CITY.

APPLICATION PROCESS AND TIMELINE

Anyone seeking TIF assistance from the BIRD must submit a written application for each TIF-assisted project. The following procedure has been developed to expedite the review of TIF funding requests.

1. Initial Contact. Contact: BIRD: EBURD Coordinator, 1413 4th Avenue North, Suite C, Billings, MT 59101, 406-272-4321, to discuss the project and determine preliminary eligibility for TIF assistance.

2. Prepare a Written Application. The APPLICANT must prepare a written application for each project assistance request using the most current form. Applications must be received by the BIRD staff in advance of any construction work on the project. Development Agreements must be approved and signed prior to commencement of construction (see #6 below.) Waiver of this requirement can be considered when public safety or other factors warrant. For all TIF requests, the APPLICANT must complete a "Developer's Statement of Qualification and Financial Responsibility" which includes submittal of personal financial statements.

3. Staff Review. Upon submittal of all necessary information, the BIRD staff will review the project and the need for funding. At any point in the review process the staff or BIRD Board may request more information of the APPLICANT or solicit comment on the project from other public agencies. Items included in personal financial statements become public documents and are subject to public review or presentation to or comment by other agencies.

4. TIFD Application Review Committee. The BIRD Board has appointed a review committee that will evaluate the application and staff recommendations. The review committee reserves the right to seek additional project review from supporting committees of the BIRD and from other public agencies. The review committee will issue preliminary approval/disapproval of the assistance request or any part thereof and will make a recommendation to the BIRD Board that will then submit to the CITY, if approved.

5. Billings City Council Review. Projects will be forwarded to the CITY for final approval to proceed to a Development Agreement that will clearly spell out the public investment required to be applied towards public infrastructure on private property and/or development improvements within the public right of way. CITY approval is required before the BIRD and the CITY enter a Development Agreement with the APPLICANT.

6. Development Agreement. The BIRD, the CITY and the APPLICANT must execute a mutual agreeable legally binding Development Agreement which establishes the terms and conditions of TIF assistance. Sample Development Agreements are available at the BIRD office for reference. The Development Agreement may include, but is not limited to, the following:

   - Complete architectural design specifications and site plan
   - Time frame for project development, construction, and completion
   - Specifications for release of funds related to public infrastructure
   - Cash flow and pro forma statements for a minimum of five years of the development
   - Terms and conditions of the various financings
   - Commitment letters and loan documents related to the various financings
   - Ownership of completed development
   - Events of default/remedies
   - Zoning approval
   - Tenant commitments
   - Non-liability of CITY officials and BIRD
   - Cause for termination

7. Timing. Following the above process for approval, the APPLICANT can expect a minimum of 60 days between submitting an application to the BIRD and receiving a decision from the CITY.

COMMITMENT OF FUNDS

Upon CITY approval of a project, the BIRD will commit funds to the project from the available TIFD funds and/or potential for Tax Increment Bond issuance. Committed funds will be encumbered for a period of 180 days, by which time construction must have commenced. Commencement of construction means the date on which the first building permit is issued. Projects that have not commenced construction within 180 days risk losing the committed funds. Funds will be released only if the project is developed and constructed as presented in the Development Agreement. Funds will be released as specified by the Development Agreement or following project's receipt of a Certificate of Occupancy from the City of Billings if not specified. When necessary, the BIRD will encumber funds for additional fiscal years to accommodate construction schedules.

CRITERIA FOR REVIEW - Materials contained in TIFD application are used to assess the merits of projects in relation to the goals and objectives of the EBURD Master Plan. The BIRD evaluates projects based on the following criteria. Please prepare written response and provide supporting documentation for each of the applicable criteria areas.

1. Relevance to the EBURD Master Plan – Documentation of the project's impact in relation to the goals and objectives of the EBURD Master Plan, particularly mixed-use development. Urban design elements will also be considered, including pedestrian emphasis, quality of design, and Billings' personality.

2. Economic Stimulus – The amount of economic activity to be generated by the project is assessed, as well as the leverage ratio of public to private investment. Applications should contain credible, measurable information substantiating APPLICANT claims of economic stimulus.

3. Tax Generation – The increase in taxable value due to new construction & rehabilitation is estimated by the County Assessor's office or State Department of Revenue to determine tax increment generation.

4. Employment Generation – Total employment generated by the project assessed in terms of new permanent and part-time jobs, and construction jobs.

5. Elimination of Blight – The project's direct and indirect impact on the physical and fiscal deterioration within the Tax Increment Financing District and the community.

6. Special or Unique Opportunities – The extent to which the project represents a unique opportunity, meets a special need, or addresses specific BIRD or community goals. The restoration of historic property or the provision of an unmet community need, are examples of special and unique opportunities.

7. Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the project design, and impact on existing businesses or residents.

8. Financial Assistance – Other forms of financing available to the APPLICANT, i.e. lender participation and state and federal grant monies, are examined to assess the need for TIF assistance.

9. Project Feasibility – A determination of feasibility is made on the strength of the APPLICANT's demonstration of market demand for the project as contained primarily on the pro forma and financing commitments.

10. Developer Ability to Perform – An assessment of the APPLICANT's capability to undertake the relative complexities of the project based on past performance on similar or comparable projects.

11. Timely Completion – The feasibility of completing the project according to the APPLICANT's project schedule.

12. Payment of Taxes – All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date.

BIRD
Billings Industrial Revitalization District

BILLINGS INDUSTRIAL REVITALIZATION DISTRICT, INC.
EBURD APPLICATION

Project Name: Tailwind Management Offices Date Submitted: 02/02/2024

APPLICANT INFORMATION

1. Name: Jarden Investments, LLC

2. Address: PO Box 1653, Billings, MT 59103

3. Telephone Number: 406-591-8450 Cell# 406-591-8450

PROJECT INFORMATION

1. Building Address: 320 N 17th Street, Billings MT 59101

2. Legal Description: BILLINGS ORIGINAL TOWNSITE, S33, T01N, R26 E, BLOCK 34, LOT 7-12

3. Ownership: Jarden Investments LLC

   Address: PO Box 1653, Billings, MT 59103

4. If property is not owned by the APPLICANT, list leasehold interests (Attach evidentiary materials.)

   Name: _____

   Address: _____

5. Existing/Proposed Business: Tailwind Management LLC

   Business Description: Property Management and Maintenance

6. Employment: Existing FTE Jobs 7

   New Permanent FTE Jobs created by project 2 Construction FTE Jobs _____

7. Architectural Firm: Arch 406

   Address: 2280 Grant Road, Suite C, Billings, MT 59102

Architect: Brian M. Johnson, AIA NCARB

8. Description of Project: (Attach narrative explanation & plans.)

9. Rehabilitation/construction plans: (Attach schematics, site and landscaping plans.)

10. Project Schedule: (Attach time line or schedule through completion.)

PROJECT COSTS

Land and Site Improvements (Itemized)

1. Land & Building Cost	$ 303,000.00
2. Utilities-Water, Sewer, Electricity	$ 23,180.00
3. Landscaping & Water Retention	$ 72,769.03
4. Lot Grading, Gravel & Asphalt	$ 37,187.50
Subtotal	$ 436,136.53

Construction/Rehabilitation Costs (Use general construction trade divisions)

1. DIV 3 – Concrete	$ 28,854.75
2. DIV 5 – Metals	$ 39,700.00
3. DIV 6 - Carpentry	$ 134,659.83
4. DIV 7-Thermal & Moisture Protection	$ 16,261.00
5. DIV 8 - Doors & Windows	$ 48,723.83
6. DIV 9 – Finishes	$ 45,593.71
7. DIV 15 - Mechanical	$ 76,700.00
8. DIV 16 - Electrical	$ 65,194.00
Subtotal	$ 455,687.12

Fees

1. Architectural/Engineering	$	54,836.09
2. Permits	$	2,261.36
3. Special Inspections	$	1,000.00
Subtotal	$	58,097.45
Total Project Development Costs	**$**	**949,921.10**

PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

A. Applicant Equity

Cash Invested	$	375,000.00
Land & Buildings (if value is more that State of Montana valuation then a current appraisal must be submitted)	$	
Other	$	
	$	
A. Subtotal Applicant Equity	$	375,000.00

B. Lender Commitments (Attach Bank Loan Commitment letter, Letters of Credit or other documentation.)

Lender	Loan Amount	Interest	Term	Payment/Period
Stockman Bank	$ 338,106.96	%_____	____yrs	$ _____/Month
_____	$ _____	%_____	____yrs	$ _____/Month

B. Total Loan Amount $ 338,106.96

C. TIFD request for funds for eligible public improvements.

MCA Statute
(office use only)

Curbs, Sidewalks, Approach	$ 9,944.75	
Water & Sewer Line Replacement	$ 20,390.00	
Electricity & Cable Replacement	$ 2,790.00	
Landscape, Irrigation & Water Retention	$ 32,072.03	
Tree Removal (required for new fence)	$ 4,200.00	
Gates & Fencing	$ 36,497.00	
Parking Lot	$ 37,187.50	
17th Street Siding, Windows, Framing*	$ 19,266.92	

*Note- includes actual window cost of $6643.87, soffit demolition of $1250, and 16.67% of the total cost of exterior framing and siding $11,373.05(384 sqft of 2304 sqft ttl)

Permits & Special Inspections	$ 3,261.36	
Architecture & Engineering	$ 54,836.09	
Security	$ 12,316.00	

C. Subtotal TIFD Funds Requested $ 232,761.65

D. Other Source of Funding

_____ $_____

Sources of Funds Summary (Post totals from above.)

A. Applicant Equity	$ 375,000.00
B. Lender Commitments	$ 342,159.45
C. TIFD Funds Request	$ 232,761.65
D. Other Funds	$
Total Project Financing	**$ 949,921.10**

APPLICANT STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

APPLICANT

1. Name: Jarden Investments, LLC

   Address: PO Box 1653, Billings MT 59103

2. If the APPLICANT is not an individual doing business under his/her own name, the APPLICANT has the status indicated below and is organized or operating under the laws of Montana.

3. LLC corporation/LLC.

   _____ nonprofit or charitable institution

   _____ partnership known as _____

   _____ Other (explain): _____

   Date of organization: 04/04/2023

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the APPLICANT.

Name and Address	Nature and Extent of Interest
Todd Denowh	Owner, Managing Member

FINANCIAL CONDITION

1. Provide a current financial statement (consisting of a Balance Sheet and Profit & Loss Statement) & Current Tax Return for each private entity involved in the project. This application and all financial information become part of the public record when submitted to the BIRD and is available upon request under the State of Montana Public Information Rules.

2. Has the APPLICANT or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten (10) years?
   No __X__ Yes _____ If yes, give date, place, and under what name

   _____

3. Has the APPLICANT or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:
   No __X__ Yes _____ if yes, give date, charge, place, court and action taken for each case.

   _____

   _____

CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

   Name: __Jarden Construction LLC_____

   Address: __525 St Johns Avenue, Suite A, Billings MT 59101_____

2. Has named contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years?
   No __X__ Yes _____ if yes, explain.

3. Attach copies of bids to application:

4. If Applicant intends to do any of the construction themselves then APPLICANT shall provide three (3) independent contractor bids which must accompany this application for the work to be provided.

CERTIFICATION

I (we), Todd Denowh
(please print), certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge and belief. I/We certify that I/We will make no application for any other tax abatement that may be available for this real property or building.

Signature _____ Signature _____

Title Owner, Managing Member Title _____

Address 4204 Trotter Lane Address _____

Billings, MT 59105 _____

Date 02/02/2024 Date _____

Addendums to the EBURD Application for 320 N 17th Street

8. Description of Project.

The project at 320 N 17th Street, Billings, Montana 59101 is designed to renovate the existing brick building to provide a new office and shop location for Tailwind Management.

Tailwind Management is a property management firm that focuses primarily on the management and maintenance of homeowners associations and commercial associations located in Yellowstone County. Tailwind Management was established in 2002 and has outgrown its current location.

The current structure at 320 N 17th Street is a block structure that has been used primarily as a warehouse for the last several years. As it sits, it does contain a somewhat primitive bathroom and 2 offices, but neither have been used for these purposes by the former property owner.

The project will entail demolishing all existing interior finished and installations and converting the entire building into office space for Tailwind Management. The building will also receive a complete exterior face lift adding significant architectural dimension, a proper entrance to the parking lot and a paved lot for customer parking. While not included in this request for funding, the auxiliary steel building on the back of the lot will also receive new doors, siding repair, and be painted to match the work planned for the main office building.

The plan will also include a new fence and proper landscaping and will hopefully act as a catalyst for other businesses to improve this stretch of 4th Avenue North. Please see attached plans for more details on the improvements described above.

10. Project Schedule.

This project is planned as a 6 month remodel, with the goal of building occupancy by July 22, 2024.

February- Site work, utility upgrades, framing, begin electrical, plumbing and HVAC rough in.

March- complete rough in, insulation, drywall, exterior sheeting, windows and exterior doors.

April- Siding, electrical, plumbing, HVAC completion, install cabinetry, interior doors and trim.

May- Complete interior finishes and siding. Begin sidewalks, asphalt, landscaping.

June/July- Install fencing, complete landscaping and parking lot, final completion of all exterior and interior finishes

BIRD

Billings Industrial Revitalization District

November 20, 2023

City of Billings Planning and Community Services
Attn: Wyeth Friday
PO Box 1178
Billings, MT 59103-1178

Request for TIF Fund Assistance – Tailwind Management LLC

Dear Wyeth,

The BIRD is submitting a request for TIF fund assistance on behalf Tailwind Management LLC for a project in the East Billings Urban Renewal District.

The project involves revitalization of a blighted property located right off 4th avenue N at 320 N 17th street. The property is in need of curbs, sidewalks, water and sewer line replacements, landscaping and other TIF eligible items fees for this new version of this property. Todd Denowh, the owner and managing member of Tailwind Management LLC, is putting in a lot of work to elevate this property inside and out.

The total cost of the project in its entirety is $949,921.10. On February 5th, Mr. Denowh submitted final documentation for his TIF application. February 12th, 2024, the BIRD Review Committee assessed the project and was unanimously passed with one recusal onto the BIRD Board. On Feburary 13th, the BIRD Board made a final unanimous decision to approve Tailwind Management LLC for $137,086.47 in TIF eligible costs associated with this project. The BIRD Board found that this project was in line with the EBURD Master Plan particularly in the areas of economic growth, industrial development, infrastructure improvements and increasing environmental land use in the district.

We are requesting a position for review by the Billings City Council during the work session on February 26th, 2024 or March 11th, 2024 (if needed)- the 4th looks like a closed session.

Thank you for your assistance.

Michelle Harkins
BIRD Director

Jarden Investments LLC, Tailwind Mgmt										
Tax Increment Application Analysis										
		Per				**Allowability**				
		General	**Per**			**MT Code**	**MT Code**			**Application**
		Contractor	**Applicant**			**7-15-4233**	**7-15-4288**	**Total**		**Page**
Allowable TIF Expenditures										
	Architect	**54,836.09**		**54,836.09**		54,836.09		**54,836.09**		**10**
	Permits	**3,261.36**		**3,261.36**		3,261.36		**3,261.36**		**10**
Site Improvements										
	Landscaping	$ 36,272.03		**36,272.03**			36,272.03	**36,272.03**		10
	Fences & Gates	$ 36,497.00		**36,497.00**			36,497.00	**36,497.00**		10
Site Work										
	Sidewalks, Curb & gutter	9,944.75		**9,944.75**			9,944.75	**9,944.75**		10
	Demo	1,250.00		**1,250.00**			1,250.00	**1,250.00**		10
	Parking lot	37,187.50		**37,187.50**			37,187.50	**37,187.50**		10
	Water system development fees	20,390.00		**20,390.00**			20,390.00	**20,390.00**		10
Wood & Plastic										
	carpentry & materials	11,373.05		**11,373.05**			11,373.05	**11,373.05**		10
Doors & Windows										
	façade	6,643.87		**6,643.87**			6,643.87	**6,643.87**		10
Electrical										
	Electrical	2,790.00		**2,790.00**			2,790.00	**2,790.00**		10
	Security	12,316.00		**12,316.00**			12,316.00	**12,316.00**		10
		$ 174,664.20	$ -	$ 174,664.20		$ 58,097.45	$ 174,664.20	$ 232,761.65		
	Total Project Cost			$ 949,921.10						
	Maximum TIF Assistance (16.67% of Total Project Cost)			$ 158,351.85						
	Requested TIF Assistance			$ 137,086.47						
	Payback Period:									
	Expected Increase in Taxable Value (80% of Project Cost)			$ 517,537.00						
	Commercial Tax Rate (1.89%)			$ 9,781.00						
	Annual Tax Increment (672 mills)			$ 6,572.83						
	Payback Period (years)			20.86						

2015 EXPANSION OF THE BILLINGS, MONTANA EAST BILLINGS URBAN RENEWAL DISTRICT, WITH TAX INCREMENT, AND AMENDMENT TO THE URBAN RENEWAL PLAN

FOR CITY OF BILLINGS AND PLANNING REVIEW
February 2015

Prepared by

Billings Industrial Revitalization District, Inc. (BIRD)
1413 4th Ave. N., Ste. C – Billings, MT 59101
pattynordlund@billingsbird.com kelly@billingsbird.com

SECTION 1 – INTRODUCTION

On November 16, 2006, the City Council adopted Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district. For reasons discussed in this Amendment to the East Billings Urban Renewal District Plan ("Plan"), it has been determined that the EBURD should be expanded to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area has been and is in need of expanded public parking, enhanced pedestrian connections and experiences, improved public safety, and infrastructure improvements to public and private properties that will alleviate flooding issues and lead to increased taxable values. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. The Urban Renewal Plan of the EBURD approved by the City Council on November 16, 2006, is included by reference as part of this amended Plan and shall remain applicable except to the extent the original plan is explicitly or impliedly amended by this Plan. It is recognized as part of this Plan that the basic vision of the document known as EBURD Master Plan, adopted by the Billings City Council on September 14, 2009 (Resolution #09-18878) and by the Yellowstone County Commissioners on September 29, 2009 (Resolution #09-66), remains valid and should be considered a part. In addition, it is recognized that as part of this amended Plan, the basic vision of the document known as the Exposition Gateway Plan, approved by the Yellowstone County Commissioners on May 28, 2013, and adopted by the Billings City Council on June 24, 2013 (Resolution #13-19289) also remains valid and should be considered a part. The terms defined in "Part A.III – DEFINITIONS" of the EBURD Urban Renewal Plan shall have the same meanings in this Plan unless a contrary meaning is expressed. The expanded district proposed in this Plan is hereafter referred to as the 2015 Expanded EBURD.

SECTION 2 – BACKGROUND

The original East Billings Urban Renewal District, a tax increment finance district, was created on November 16, 2006, by a resolution which stated that it was desirable for the City to consider an urban renewal project within the District, and found that the area contains structures and property in states of substantial deterioration, properties that are obsolete or defective, posing unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses, and that the present condition of the area substantially impairs the sound functioning of the area and its environs. The Council found that the area is a blighted area within the meaning of MCA 7-15-4210, and stated that "rehabilitation, redevelopment, or a combination thereof is necessary in the interest of public health, safety and welfare of the residents." The

Council found that undertaking measures to eradicate or diminish the blight will help to foster a more dynamic, livable, and vibrant neighborhood.

Progress has occurred within the District, as evidenced by: 1) increase in taxable value: base year value of $1,800,794, increased to a 2014 value of $2,502,968 *(Montana Department of Revenue Form AB-72T, 8-4-2014*); 2) successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; 3) successful implementation of the recommended Parking Overlay District; 4) accomplishment of the recommended two-way streets conversion; 5) completion of EPA Brownfields Program environmental assessments on 23 parcels; 6) successful adoption of the EBURD Zoning Code; 7) completion of a Hospitality Corridor Study; and 8) approval of a project to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. However, many of the undesirable conditions continue to exist, and several out-of-City properties adjacent to the District have now petitioned and been approved for annexation into the City (City Council meeting, 1-26-2015). Therefore, it would be in the best interest of the City to expand the District to encompass adjacent properties, construct needed public infrastructure improvements, increase growth of the tax base, increase the parking inventory, increase the inventory of residential property, stimulate mixed-use development, and further implement the visions of the EBURD Master Plan and the Exposition Gateway Plan, both of which are consistent with the adopted City-County Growth Policy.

Although there has been improvement in the valuation of property in much of the District, the area defined by this proposed expanded tax increment district still has pockets of neglect and blight. The 2015 Expanded EBURD creates an opportunity to continue redevelopment in the center of Billings with a mixture of public and private investment.

The 2015 expansion of the EBURD is essential to planned development along Exposition Drive/Main Street, across from the MetraPark facilities. Public infrastructure construction within this expanded District will spur private investment consistent with the EBURD Master Plan, and especially pertinent to the vision of the Exposition Gateway Plan. It is expected that the expanded District may help fund the following projects:

I. Business Programs and Projects

a. Business Retention and Recruitment
    i. Targeted assistance to existing and potential businesses
    ii. Development of “The EBURD Advantage” marketing materials

iii. Collaboration with and referral to Big Sky Economic Development and its business assistance programs

II. Parking and Transportation

a. Facilitate public transit and bicycle/pedestrian-friendly growth and development
b. Collaborate with City regarding parking management practices and programs consistent with the Parking Overlay District
c. Plan for future needs regarding parking lots and/or structures

III. Management, Implementation and Maintenance

a. Billings Industrial Revitalization District, Inc. or its successor, management agreement
    i. Project development
    ii. Public awareness
    iii. Advocacy and liaison between public and private sectors
b. Potential future development of Business Improvement District
    i. Development and promotion of a MetraPark-to-Downtown Corridor through the EBURD
    ii. Crime prevention and public safety:
    Cooperative Security and/or Business Watch Program

IV. Infrastructure Improvements

a. Public
    i. Public parking
    ii. Landscaping and park development
    iii. Street construction/improvements
    iv. Streetscapes and traffic calming plans
    v. Sidewalks, curbs and gutter improvements
    vi. Storm water management
    vii. Water and waste-water line construction/improvements
    viii. Relocation of public and private utility lines

In order to make it possible to move forward with the much-needed infrastructure improvement projects referenced above, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on several streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

b. Public infrastructure improvements will support investments in:
    i. Workforce housing development
    ii. Parking facilities
    iii. Lodging facilities
    iv. Conference facilities
    v. Entertainment venues
    vi. Retail and restaurant enterprises

V. Housing Improvements

a. Increase in workforce housing and live-work mixed-use projects

b. Revitalization and redevelopment of sub-standard residential housing stock

SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed 2015 expansion of the EBURD contains blight, particularly those parcels directly west of the MetraPark facilities which host events that attract hundreds of thousands of visitors each year. Within the district there is structural deterioration, under-utilized structures and vacant lots, and a railroad spur line that is little used. A major issue that rises to the forefront in every planning discussion is that of inadequate storm water management. Without curb and gutter to direct its flow, water pools in low spots and floods buildings. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Sidewalks are cracked or non-existent; alleys are deteriorated, and, in general, much of the area is below accepted standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without ongoing managed urban renewal, even these success stories could once again decline in taxable value.

SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The 2015 expanded urban renewal area described for this amended Plan incorporates most of the Exposition Gateway area, including those properties annexed in January 2015. Major flooding problems occur with rainstorms, as the infrastructure is inadequate for storm water flow and drainage. The subject properties have been used as car sales lots, truck and truck parts sales, vacant lots partially used for equipment storage, as well as some active business enterprises. Many of these structures are unsuited to their current uses because of age obsolescence and physical deterioration.

Montana‘s Urban Renewal Law (Montana Code Annotated Title 7, Chapter 15, Parts 42 and 43) provides the authority to declare the existence of blighted areas and to target them for improvements. “Blighted area” is defined in Section 7-15-4206(2), M.C.A., as follows:

> *[A]n area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:*

(a) the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;
(b) inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
(c) inappropriate or mixed uses of land or buildings;
(d) high density of population and overcrowding;
(e) defective or inadequate street layout;
(f) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
(g) excessive land coverage;
(h) unsanitary or unsafe conditions;
(i) deterioration of site;
(j) diversity of ownership;
(k) tax or special assessment delinquency exceeding the fair value of the land;
(l) defective or unusual conditions of title;
(m) improper subdivision or obsolete platting;
(n) the existence of conditions that endanger life or property by fire or other causes; or
(o) any combination of the factors listed in this subsection (2).

The land being added to the Plan area in 2015 includes 14 property tax codes, as listed in Exhibit A, with total assessed value of $4,871,639. As noted in the 2006 approved Urban Renewal Plan, there are specific "target areas" that should be immediately considered for redevelopment. The properties on Exposition Drive represent an immediate opportunity to capitalize on the traffic generated by MetraPark events.

The EBURD area is part of Census Tract 2, with a population of 3,751. Within the tract, 28.98 percent of residents live below the Federal Poverty Line, with an estimated 2014 median family income of $30,263. By comparison, in the greater Billings population of 109,059, only 13.1 percent live below the Federal Poverty Line. (*www.ffiec.gov/geocode/CensusDemo 07-01-2014 & http://quickfacts.census.gov.)*

There are 1,995 housing units in Tract 2, with 61.7 percent of the units (1,231) built prior to 1960 (55 years ago or more). Of those 1,231 older units, 546 were built in 1939 or earlier. Of the 446 owner-occupied housing units in the tract, 96 percent (428) are valued at less than $200,000. In fact, 85 of the 446 units (19.1 percent) are valued at less than $100,000. Indeed, there are a few occupied housing units (16) that lack complete plumbing and/or kitchen facilities. The tract holds 1,243 units where occupants are paying rent. The majority of renters (52.4 percent) pay between $500 and $749 per month. However, 29.2 percent (363 renters) pay between $200 and $499 per month. There are even a number of renters (23) living in units at less than $200 per month. Census Tract 2 has a somewhat transient population. Of the 1,689 households, 83.9 percent, or 1,418 householders, moved into the current unit in 2000 or more recently.

Only 16 percent, or 271 householders, have resided in the current unit since 1999 or prior years. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Table DP04 10-22-14.*)

Public transit, walking and bicycling facilities are important for the area, as 21.6 percent of households (365) do not have a vehicle available. Moreover, the tract houses 406 students in kindergarten through eighth-grade, along with 25 high school attendees and 248 college students. In commuting to work, although the majority of those age 16 and over drove or carpooled to work (72.6 percent), a significant number - 14.9 percent (285 people) - walked to work, and 11.1 percent (212 people) used public transportation or other means of getting to work. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Tables DP03 & S1401 10-22-14.*)

The EBURD census tract, along with the nearby Heights-Main Street area, is designated by the Billings Police Department as "Beat 3," or the "East" patrol beat. The East Beat has experienced, over the past three years, increasing numbers of calls for service. In the year 2011, the East Beat had 7,756 calls. Number of calls increased to 9,804 in 2012, and jumped to 10,507 (third highest beat of the nine in the City) for 2013. *(Billings Police Department 2013 Annual Report, www.ci.billings.mt.us.)* Unfortunately, there have recently been two murder incidents in the area as well. Parks personnel, during the October conference on addressing homeless/transient issues, mentioned that homeless individuals are congregating under the Rims in the EBURD, as well as in North Park.

Brownfields, defined as areas with actual or perceived environmental contamination issues, can contribute to unsafe and dangerous conditions, as well as discourage redevelopment efforts. Big Sky Economic Development, in a cooperative agreement with the U.S. Environmental Protection Agency, has secured funding for environmental assessments of properties in the EBURD. With its first round of funding, Big Sky Economic Development contracted with an environmental engineering firm to assess 23 parcels of land in the EBURD to determine "Phase I" conditions (looking at the historical uses of the property and assessing any observed potential contamination issues). In addition, nine parcels were examined with more in-depth "Phase II" assessments, where soil and water testing took place. While none of the completed Phase II assessments pointed to remediation requirements, there are still a number of sites that are advised for Phase II assessment, and many parcels that have not received any environmental assessment to date. Big Sky Economic Development has secured additional EPA Brownfields Program funding with which to accomplish additional environmental assessments in the EBURD beginning in spring 2015, at no cost to property owners who volunteer for the program.

SECTION 5 – DETERMINATION OF BLIGHT

The proposed EBURD Expansion area contains a number of underdeveloped properties and substandard facilities. The Council previously determined that the property included in the EBURD was "blighted" within the meaning of the Act in its adoption of Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district (November 16, 2006). Deficiencies in public and private properties located in the district lead to a determination of blight, as defined by state statute. As cited in the original Urban Renewal Plan, the area still meets several definitions of blight:

Deficient Structures in Area (*the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential; deterioration of site)*

There are several buildings and residential structures that are over 50 years in age and do not qualify as being historically significant. Many are in poor repair and may contain potentially hazardous asbestos and lead paint.

While streets, curbs, gutters and sidewalks in some of the area are in satisfactory repair, there are areas without such improvements. Sewer and water utilities in the area are aging and/or inadequate. Flooding occurs within public right-of-way as well as on private property during heavy rain events. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. Demand for parking will continue and District managers will collaborate with the City to accommodate commercial growth in alignment with the adopted Parking Overlay District.

Deficient Land Use (*inappropriate or mixed uses of land or buildings; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness)*

In general, the 2015 expansion area is under-utilized due to the significant amount of surface used as storage or left vacant. Most structures are single-story. There are vacant lots, storage lots, and auto sales lots directly across the street from Montana's largest indoor entertainment complex and trade-show facilities. The taxable value of this district must be stabilized and encouraged to grow.

Protecting Public Health & Safety (*unsanitary or unsafe conditions; the existence of conditions that endanger life or property by fire or other causes)*

The conditions of blight, crime, vagrancy and potential brownfields, as described above, reduce "social capital" and community connectedness. Flooding promotes mold growth and related health problems.

SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

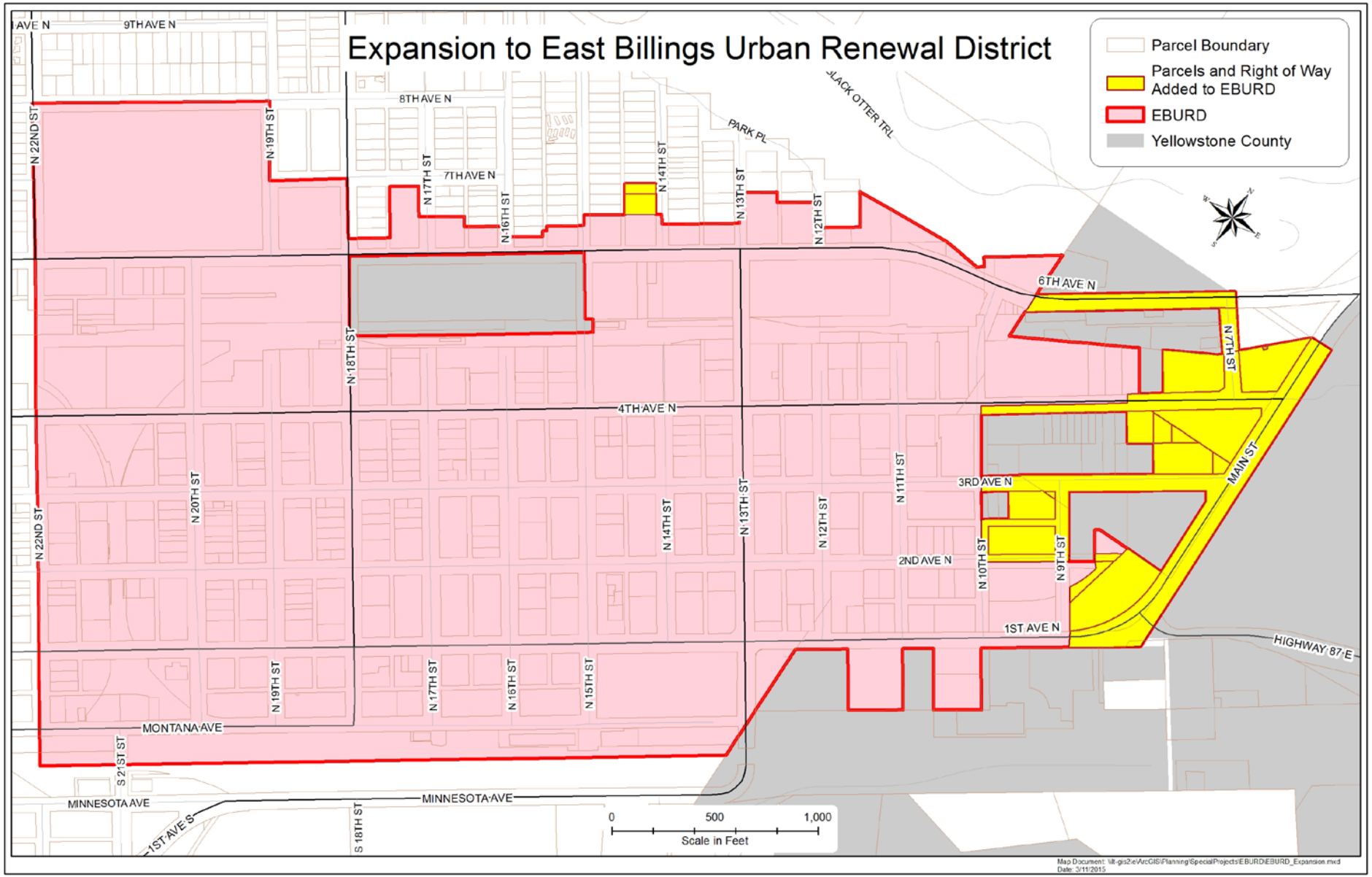
The Expanded EBURD occupies the center of the City of Billings, adjacent to the Downtown Central Business District and the medical corridor to the west; connecting to the Billings Heights area via Main Street to the northeast; welcoming visitors from Lockwood and beyond via 1st Avenue North to the southeast; and meeting up with the Rimrocks to the north.

SECTION 7 – LEGAL DESCRIPTION

The legal description of the proposed 2015 Expanded East Billings Urban Renewal District is as follows: Beginning at a point at the centerlines of the intersection of 1st Avenue North and North 10th Street and proceeding east to the centerline of Exposition Drive/Main Street, and proceeding north from the intersection of 1st Avenue North and Exposition Drive/Main Street to the intersection of 6th Avenue North and Exposition Drive/Main Street, and from the intersection of 6th Avenue North and Exposition Drive/Main Street, proceeding west to the intersection of 6th Avenue North and North 10th Street, and proceeding south from the intersection of 6th Avenue North and Exposition Drive/Main Street to the intersection of 1st Avenue North and North 10th Street, encompassing all parcels and tax codes therein.

Please see map on following page.

In addition, we propose to add property designated as Tax Code A12053 (North Park Subd., S33, T01N, R 26E, Block 2, Lot 11-12) and property designated as Tax Code A12052 (North Park Subd., S33, T01 N, R26E, Block 2, Lot 7-10).. These lots, are slated for expansion of the Billings Carpet Cleaning activities.


Expansion to East Billings Urban Renewal District
Parcel Boundary
Parcels and Right of Way Added to EBURD
EBURD
Yellowstone County
9TH AVE N
8TH AVE N
7TH AVE N
6TH AVE N
4TH AVE N
3RD AVE N
2ND AVE N
1ST AVE N
1ST AVE S
MONTANA AVE
MINNESOTA AVE
HIGHWAY 87 E
MAIN ST
PARK PL
JACK OTTER TRL
N 22ND ST
N 21ST ST
N 20TH ST
N 19TH ST
N 18TH ST
N 17TH ST
N 16TH ST
N 15TH ST
N 14TH ST
N 13TH ST
N 12TH ST
N 11TH ST
N 10TH ST
N 9TH ST
N 7TH ST
S 21ST ST
S 18TH ST
0
500
1,000
Scale in Feet

SECTION 8 – PROPERTY DEVELOPERS

New development and revitalization in the proposed 2015 expanded urban renewal district will be accomplished with private investment and public-private partnerships, through the implementation of the EBURD Master Plan and the Exposition Gateway Plan. As outlined in Section 2 above, improvements in infrastructure will spur investments in workforce housing development, parking facilities, lodging facilities, conference facilities, entertainment venues, as well as retail and restaurant enterprises.

SECTION 9 – PROJECT RELATIONSHIP TO THE EBURD MASTER PLAN & EXPOSITION GATEWAY PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses several "districts" as defined by the EBURD Master Plan and the EBURD Code. The EBURD Master Plan contemplated eventual annexation of County properties adjacent to the original urban renewal district, and this Amended Urban Renewal Plan seeks to accomplish that end.

One goal of the EBURD Plan was to develop a zoning code unique to the vision of the EBURD. The new code was established and adopted in October 2012, following several months of committee work and public meetings, with consultation from a professional firm known for, literally, writing the book on form-based code options. Form-based code considers the look of the facility and its surrounding landscape, rather than basing zoning purely on the use of the facility. The new code allows for increased flexibility in uses, which was desired by landowners and developers in the area.

Generally, the EBURD Master Plan stressed the area's ability to make a positive impact on the entire city. The Plan also recommended a private non-profit organization to assist the City of Billings with the management of the Tax Increment District through an annual work plan and contract. This expanded EBURD may be managed in a similar manner and could make use of the redevelopment and facilitation established through that management entity, the Billings Industrial Revitalization District, Inc.

The Plan names housing as an important priority, and recommends that the City continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan encourages housing in the Rail Spur Village. However, live-work space is allowed in several EBURD districts, as outlined in the adopted EBURD Code. The formation of an expanded tax increment district will

increase funding for construction or rehabilitation of public infrastructure necessary to attract, retain, and improve housing in the area.

The guiding principles developed through the EBURD Master Plan were built upon the goals of the original Urban Renewal Plan, and continue to guide today's efforts: 1) Foster economic growth; 2) Foster distinct mixed-use, industrial, and hospitality centers; 3) Create affordable housing opportunities and choices; 4) Ensure existing industrial uses can continue to operate as desired; 5) Improve the natural beauty of the District by reintroducing trees and other features; 6) Extend pedestrian and bike trail connections to downtown, Heights, MetraPark and the Yellowstone River; 7) Integrate edges of the District with North Park neighborhood, medical corridor, and downtown; 8) Provide a variety of transportation choices and connections; 9) Complete sewer and storm water infrastructure; and 10) Understand and reduce environmental risks.

Guided by the above principles, several critical action plan steps have already been accomplished: successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; successful implementation of the recommended Parking Overlay District; accomplishment of the recommended two-way streets conversion; completion of EPA Brownfields Program environmental assessments on 23 parcels, with more to take place beginning in 2015; successful adoption of the EBURD Zoning Code; completion of a transportation corridor study; and development of a plan to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. This amendment to the Plan and the urban renewal projects that it contemplates will continue to act upon the Plan's guiding principles.

SECTION 10 – CONFORMANCE TO THE GROWTH POLICY

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43) is that the urban renewal plan must conform to the community's growth policy. The Yellowstone County and City of Billings 2008 Growth Policy ("Growth Policy") aligns with EBURD redevelopment in a variety of ways. This amendment to the East Billings Urban Renewal Plan is consistent with the current Growth Policy. Specifically, the expanded EBURD revitalization efforts meet several Community Goals and Objectives outlined on pages 6-16 of the 2008 Growth Policy:

A. Revitalization in the EBURD meets the goal of contiguous development and of the City's Infill Policy. Revitalization also helps to address the issue stated in the Growth Policy that urban sprawl threatens the rural character of land surrounding Billings, increases the cost of providing public services and threatens the

vitality of the city core and downtown area.

B. Development in the EBURD, especially in the Rail Spur Village area, works toward the goal of affordable housing for all income levels dispersed throughout the City and County. Development of housing helps to address the Growth Policy issue which stated that there is a serious lack of affordable housing for low to moderate income households.

C. Adoption of the more-flexible EBURD Code and continued development efforts in the expanded area help achieve the goal of more housing and business choices within each neighborhood. Moreover, continued development in accordance with the new code assists in addressing the stated issue that there is a desire for more mixed-use neighborhoods.

D. Addition of the Exposition Gateway area to the existing TIF District helps achieve goals to encourage economic development in the neighborhood, encourage new businesses to locate in a prime gateway area, and sets the stage for enhancement of both the functionality and the visual appeal of the entrance to Billings from Lockwood (1st Avenue North & Exposition Drive/Main Street). As noted in the Growth Policy, entryways to our communities should be attractive and not present physical barriers discouraging economic development.

E. The EBURD is adjacent to downtown Billings, and revitalization of the area, as it continues to develop, will contribute toward the vitality and increased safety for visitors and shoppers. As stated in the Growth Policy, safety is an important element.

F. Expansion of the EBURD TIF District assists in meeting the goal of more visually appealing communities, improving the image of the area across the street from the MetraPark facilities and instilling pride in this area of town. Enhancing visual appeal helps to address the Growth Policy's stated issue that there are areas in the City and County that are unattractive and present a poor image of the community.

G. Improvements to the area as envisioned in the Exposition Gateway Plan can lead to a visually appealing design that incorporates the needs not only of vehicular traffic entering the area from Lockwood and from Main Street, but also improves pedestrian access between the MetraPark facilities and new development in the Expo Gateway. Improvements in the proposed expansion area will aid in addressing the Growth Policy's issue that the design of roads, streets, and pedestrian facilities can be more attractive and functional.

H. Expansion of the EBURD TIF District will contribute toward the goal of a well-maintained network of safe and interconnected sidewalks by addressing the critical need for sidewalks, curb and gutter in the Expo Gateway area. As noted in the Growth Policy, the sidewalk system in the City needs upgrading; many sidewalks are cracked and broken, several critical sections are missing, and important sidewalk routes are not adequately maintained.

I. Expansion of the District to include the Expo Gateway area assists the City toward its goal of sanitary and

safe properties, with an improved community image and an increase in property values. Advancing toward this goal helps to address the stated issue that there are dilapidated and unsafe properties in neighborhoods.

J. Expansion of the District allows access to TIF District funding for a long-neglected infrastructure upgrade, moving the City toward its goal of equitable collection and distribution of funding for public services and facilities. Moreover, the expansion assists the City in achieving its objective to ensure that facilities and services are maintained in existing neighborhoods as new neighborhoods are added. The Growth Policy notes that funding for community facilities and infrastructure is very limited; prudent use of TIF District funds assists in solving the limited funding issue.

K. Expansion of the TIF District to include the Expo Gateway area aligns with the City's goal of adaptive reuse of vacant structures, conserving resources, preserving landmarks, preserving neighborhood integrity, and taking advantage of economic development opportunities. Adaptive reuse helps to address the stated issue that there are vacant structures around Billings and in the County that could be reused.

L. Expansion of the EBURD TIF District, leading to development of live-work enterprises and additional workforce housing options, helps move toward the goal of adequate affordable housing and more options for housing, potentially in an area very near to work opportunities. Achievement of these goals assists in solving the stated Growth Policy issue that poor housing and lack of living wage jobs puts the health of residents at risk.

The Growth Policy lists Urban Renewal Districts as an implementation strategy to revitalize neighborhoods, and expansion of the EBURD aligns well with that revitalization strategy.

SECTION 11 – CERTAIN PLAN FEATURES AND FINANCIAL MATTERS

Section 7-15-4217, M.C.A., of the Act requires cities to make certain findings when they adopt an urban renewal plan and approve Urban Renewal Projects. These are addressed below:

1. The existing EBURD contains 133 housing units that are home to 305 people (*U.S. Census 2010, per Leslie Zolman, GISP, Montana Dept. of Commerce Census and Information Center, 5-7-2014)*. For the entire Census Tract, including the North Park neighborhood, there are 1,995 housing units, of which 1,689 are occupied and 306 are vacant (*U.S. Census Bureau, American Community Survey Table DP04, 10-22-14).* Planned projects would not displace any persons from housing. Accordingly, there is no need to have a workable and feasible plan for substitute housing until and unless such a project is developed in the future.

2. This amended East Billings Urban Renewal Plan conforms to the Growth Policy for the City as a whole, and also to the EBURD Master Plan and the Exposition Gateway Plan.

3. This Modified Plan affords maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded EBURD by private enterprise. It is unreasonable to expect that the district will be stabilized and/or redeveloped without substantial public support. Some properties within the area are dilapidated. As presently constituted, property in the district is not conducive to any sort of uniform or integrated development and, as presently existing, cannot compete with other areas of the City for substantial developments, particularly areas at the outskirts of the City. This amended Plan is intended to facilitate the identification and construction of significant Urban Renewal Projects, which would not be possible without this Plan.

4. A sound and adequate financial program exists for financing projects, which include the sale and issuance by the City of tax increment finance bonds. Subsequent approved development projects will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements and revitalization efforts.

5. This 2015 Expanded EBURD may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may be mailed only to those owners whose properties are situated within the area of expansion of the Urban Renewal District boundaries. Notice will be mailed to those property owners whose properties are within the area of expansion.

SECTION 12 – TAX INCREMENT

Tax increment financing is necessary to encourage private reinvestment within the District, which will further encourage economic growth in the District and the City, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The 2015 Expanded EBURD is hereby established as a tax increment financing urban renewal area within the meaning of the

Act, and, in particular, Section 7-15-4282 through 7-15-4293 of the Act. This Section constitutes a tax increment provision within the meaning of the Act. In connection with the expansion:

1. For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as base taxable value of the original district as of [January 1, 2006] plus the base taxable value of all real and personal property added to the district by this amended plan and as shown in Exhibit A as of January 1, 2015.

2. The City is hereby authorized to segregate the tax increment derived in the district and use and deposit such increment into the tax increment fund of the district for use as authorized by the Act and as authorized herein from time to time, including, without limitation, pledging the tax increment to repayment of Bonds.

3. The tax increment received from the district may be used to pay directly costs of an approved Development Project as may from time to time be approved by the Council. The Council also hereby authorizes the use of tax increment in the district to pay debt service on bonds issued to finance a portion of the costs of these development projects, and costs associated with the sale and security of such bonds (including any necessary reserve funds) in compliance with the Act, subject to any limitations imposed by the Montana Constitution and federal law.

4. The tax increment provision of the district will terminate upon the latter of:
   a. The fifteenth (15^{th}) year following the original creation of the district; or
   b. The payment or provision for payment in full or discharge of all bonds, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the district, but shall be paid into funds of the taxing bodies levying taxes within the district.

SECTION 13 – CONCLUSIONS

The creation of this expanded East Billings Urban Renewal District will have a positive impact on central Billings, and is an essential first step in completing what may be a number of urban renewal projects.

Estimates calculated by ECO-Northwest in preparation of the Exposition Gateway Plan indicate that development in the Expo Gateway has a potential new value of nearly $65 million, with potential TIFD revenues of slightly more than $1 million *(Financial Analysis, ECO-Northwest, April 8, 2013)*. The figures are preliminary estimates; actual values and tax revenue will vary based on type, size and timing of development. Expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the EBURD, will also bring new employees and residents to the area.

ECO-Northwest states that the Expo Gateway District offers desirable locational attributes:

> The Gateway District has several important locational advantages relative to other areas in Billings that make it a prime area for development in the hospitality and retail sectors.
>
> - Proximity to downtown. It is centrally located near employment and commercial uses in the Central Business District, the medical campuses, and the University (directly to the west).
> - Proximity to MetraPark. The county-owned multi-function facility has an indoor arena, rodeo grounds, a horse track, open space and other facilities. MetraPark has a long history of successful operation (850,000 to 1 million visitors per year, with 30% coming from over 100 miles away, per Sandra Hawke, MetraPark, February 2009), and provides opportunities for complementary meeting space and catering facilities.
> - Proximity to the airport. It is closer to Billings Logan Airport (3 miles) than many areas in the Central Business District as well as areas in south and east Billings.
> - Proximity to amenities and commercial areas. It is in close proximity to commercial areas downtown and in Billings Heights, which is a commercial and residential hub to the north.
> - Proximity to regional highways. The District lies at the intersection of 212, I-90 and I-94.
>
> The key comparative advantage for the area is its central location *between* downtown and MetraPark (and between the West End and the Heights) on flat land with urban services. It is a good location for urban development. *(ECO-Northwest, Existing Market Conditions Assessment, May 22, 2013)*

As stated in the Exposition Gateway Plan and as stated herein, the Exposition Gateway area requires repair and improvement to streets, curbs, gutters and sidewalks and the water and sewer utilities are inadequate. The City hereby approves, as an urban renewal project for the District, the reconstruction of the streets from Main Street to North 11th Street and between 1st Avenue North to 4th Avenue North in accordance with the Exposition Gateway Concept Plan. The streets included in the construction limits are North 9th Street, North 10th Street, 2nd Avenue North, and 3rd Avenue North. Construction includes full street construction, sidewalk, bulb-outs at the corners, on-street parking, new sanitary sewer, new water mains, and storm drain upgrades. In order to make it possible to move forward with this much-needed infrastructure improvement project, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

The Council through adoption of the modified East Billings Urban Renewal District hereby approves financing of the improvement project described above with proceeds of tax increment bonds payable from tax increment generated by the District. Such bonds will be issued in a principal amount such that the debt service thereon can be paid from tax increment generated by the District over a period of 25 years. The City hereby finds that there is a feasible and workable plan for financing the improvements.

Expansion of the East Billings Urban Renewal District to include the property described in this amended Plan will have a positive effect on the area and on the City. Improvements to infrastructure will surely be the catalyst in attracting the desired types of development, and will spur further achievement in reaching the goals of the overall EBURD Master Plan.

Please see Exhibit A on next page.

EXHIBIT A 2015 EBURD Expansion

TAXID	ASSESSED VALUE	TAXID	MARKET VALUE	TAXABLE VALUE	TAXID	LOT SIZE (Approx. Sq. Ft.)
1002286 Total	$1,720.00	**1002286 Total**	$912.00	$23.00	1002286	0
A09340 Total	$792,286.00	**A09340 Total**	$621,944.00	$15,362.00	A09340	44344.08
A09343 Total	$688,400.00	**A09343 Total**	$540,394.00	$13,347.00	A09343	29403
A09355 Total	$265,451.00	**A09355 Total**	$208,379.00	$5,147.00	A09355	42383.88
A09355B Total	$45,930.00	**A09355B Total**	$36,055.00	$891.00	A09355B	6403.32
A09373 Total	$498,600.00	**A09373 Total**	$391,401.00	$9,667.00	A09373	19035.72
A09374 Total	$71,910.00	**A09374 Total**	$56,449.00	$1,394.00	A09374	10628.64
A09375 Total	$43,862.00	**A09375 Total**	$34,432.00	$850.00	A09375	6054.84
D05887 Total	$358,428.00	**D05887 Total**	$281,366.00	$6,949.00	D05887	56628
D05888 Total	$444,941.00	**D05888 Total**	$349,279.00	$8,628.00	D05888	69260.4
D05893 Total	$593,800.00	**D05893 Total**	$466,133.00	$11,513.00	D05893	56628
D05897 Total	$14,973.00	**D05897 Total**	$11,754.00	$290.00	D05897	1306.8
D05898 Total	$917,363.00	**D05898 Total**	$720,129.00	$17,787.00	D05898	91911.6
I01092A Total	$19,200.00	**I01092A Total**	$15,072.00	$372.00	I01092A	0
Total	$4,756,864.00	**Total**	$3,733,699.00	$92,220.00		

A12052	$92,800.00	A12052	$49,184.00	$1,215.00	A12052	15000
A12053	$21,975.00	A12053	$11,647.00	$ 201.00	A12053	7500
Grand Total	$4,871,639.00		$3,794,530.00	$93,636.00		

Exhibit A figures provided by Yellowstone County GIS

RESOLUTION NO. 18-10750

A RESOLUTION OF THE CITY OF BILLINGS FORMING A POLICY FOR THE ADMINISTRATION OF URBAN RENEWAL AREAS OR DISTRICTS (URD) IN THE CITY.

WHEREAS, MCA, Title 7, Chapter 15, Part 42, Section 51 declares: General powers of municipalities in connection with urban renewal. Every municipality shall have all the power necessary or convenient:

(1) To carry out and effectuate the purposes and provisions of this part and part 43;

(2) To undertake and carry out urban renewal projects within the municipality, to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part and part 43, and to disseminate blight clearance and urban renewal information;

(3) To organize, coordinate, and direct, within the municipality, the administration of the provisions of this part and part 43 as they apply to such municipality in order that the objective of remedying blighted areas and preventing the causes thereof within such municipality may be most effectively promoted and achieved and to establish such new office or offices of the municipality or to reorganize existing offices in order to carry out such purpose most effectively;

(4) To exercise all or any part or combination of powers granted in this part or part 43; and

WHEREAS, the City of Billings reviews and adopts Urban Renewal Plans for each of its Urban Renewal Districts, and those Plans specify goals for each Urban Renewal District; and

WHEREAS, the City of Billings may establish local policies that guide the establishment, operations, funding and governance of urban renewal districts; and

WHEREAS, development of TIF (Tax Increment Financing) Policies would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the City Council now makes and adopts the following TIF Policy:

CITY OF BILLINGS TAX INCREMENT FINANCE POLICY

1. PERMITTED USES OF TIF FUNDS. TIF funds may be used for costs outlined in MCA, Title 7, Chapter 15, Part 42, Section 88. Urban Renewal Plans adopted by the City may limit what TIF funds may be spent on in any Urban Renewal District. Eligible costs may include, but are not limited to:
   a. Land acquisition and assemblage, demolition and removal of structures, relocation of occupants, analysis to determine needs of an urban renewal area, administrative cost for redevelopment activities.
   b. Public infrastructure, including, but not limited to: streets, storm drains, parking, public buildings, water and sewer lines, sidewalks, utility connections.
   c. Private infrastructure with public benefit, including, but not limited to, building façades, windows, doors, fire suppression or alarm systems, storm drainage, environmental remediation, parking, and ADA access.

2. FINANCIAL ASSISTANCE THROUGH TIF. All financial assistance must be approved by the City Council prior to any activity receiving funding. Financial assistance should be requested prior to beginning construction. All activity (design and construction) must be completed prior to issuance of TIF funds from the City Finance Department. Financial thresholds and assistance tools are as follows:
   a. A minimum of $\geq$ $5 of private investment for every $1 of public investment is the preferred threshold to be met for each TIF application. The City Council reserves the right to approve any application that does not meet this minimum. The City Council also may make exceptions for projects of less than $100,000, and for publicly owned projects, properties or facilities.
   b. Grants may be made for uses listed in Part 1 above benefitting any government owned-land or buildings and for profit and non-profit businesses.
   c. Bonding may be available at the discretion of the City Council.
   d. All TIF grants will be formalized by a development agreement that must be signed by the grantee before the City will reimburse eligible expenses.

3. URD MANAGEMENT. Each URD in the City of Billings will be managed as follows:
   a. Each URD should maintain a non-profit advisory board to make recommendations to the City Council regarding TIF expenditures. Unless specifically authorized by a Memorandum of Understanding (MOU) referenced in 3(b) below, a majority of board members must own or lease property within the district, or must represent such owner or lessee, and may include representation from residential or commercial property owners or lessees. Advisory Boards must carry insurance for their members and provide proof of insurance to the City.
   b. A MOU must be executed between the advisory board and the City Council that defines the board's roles, responsibilities, authority, and processes, including for hiring and maintaining board support staff. The MOU must

contain language addressing conflict of interest situations for board members whose property may directly benefit from a TIF expenditure and for board support staff. The MOU also must include language that if there is the appearance of a conflict of interest the issue will be reviewed by City legal staff before moving forward.

c. Training for all URD advisory boards will be conducted biannually in coordination with City staff and URD support staff. The training must include, but is not limited to: review of URD and TIF laws, Administrative Rules, ethics, conflicts of interest, meeting management, and maintenance of minutes and records.

d. URD financial reporting will be consistent across all URDs and be set by coordination between the City Finance Director and the Planning and Community Services Director, and URD support staff.

e. TIF application review and City Council staff report preparation will be conducted by the Planning and Community Services Department Director, in coordination with the Assistant City Administrator, Finance Director, and URD support staff.

PASSED by the City Council and APPROVED this 9th day of July, 2018.

CITY OF BILLINGS

BY: William A Cole
William A. Cole, Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST

BY: Denise R. Bohlman
Denise R. Bohlman, City Clerk