

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

Please contact Denise Bohlman, City Clerk, at [bohlmand@billingsmt.gov](mailto:bohlmand@billingsmt.gov), or at 406.657.8210, with any questions.



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

**CITY COUNCIL  
REGULAR BUSINESS MEETING**

**AGENDA  
MARCH 25, 2024**

**COUNCIL CHAMBERS**

**5:30 P.M.**

**CALL TO ORDER:** Mayor Cole

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Councilmember Joy

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

**MINUTES:** March 11, 2024

**COURTESIES:**

**PROCLAMATIONS**

- April - Child Abuse Prevention Month
- Week of the Young Child - (April 6-12, 2024)

**COUNCIL REPORTS:**

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

**PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 4c, and 5c 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. **Airport's Cargo Ramp Slot 5 Project.** (Opened 3/5/24) Recommend Knife River.
2. **W.O. 24-28: Water Treatment Plant Sediment Hauling.** (Opened 3/5/24) Recommend Gairrett Excavation and Trucking, Inc.

B. **Contract Renewal** for 1-year with Mimecast Email Protection Services.

C. **Lease Purchase Agreement** with Montana Board of Investments to Finance the Construction and Improvements to the New City Hall.

D. **Non-Commercial Aviation Ground Lease** with Agri Systems.

E. **Amendment No. 5,** with Burns and McDonnell Engineering Company, Inc. (BMcD) for W.O. 19-42: West End Water Treatment Plant Project.

- F. **Purchase** of residential refuse carts for Solid Waste Division from Sierra Container Group.
- G. **Purchase** commercial and roll-off containers for Solid Waste Division from WasteQuip Manufacturing Company, LLC.
- H. **Phillips 66 Grant** to the Fire Department for the setup of a second rescue apparatus.
- I. **Plains Pipeline Grant** to the Fire Department for Hazardous Materials Team enhancements.
- J. **Donations** from the Library Foundation to the Library to fund two book lockers in Yellowstone County.
- K. **Donation** from Addie Allen for Parks and Recreation's scholarship fund.
- L. **Donation** from Scheels for the Police Department K9 Operations.
- M. **Donation** from United States Tennis Association of Montana to Parks and Recreation Department for the Tennis is Elementary program.
- N. **Preliminary Minor Plat** for Skyview Ridge 2nd Filing. **Quasi-Judicial**
- O. **Resolution of Intent** to Create SID 1425 and set a public hearing for April 22, 2024.
- P. **Second/Final Reading Ordinance** amending Billings, Montana City Code (BMCC), Article 22-800, Storm Sewers.
- Q. **Bills for the Weeks of:**
  - 1. February 20, 2024
  - 2. February 26, 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** allowing the City to submit a revised infrastructure grant application to the Montana Department of Commerce. Staff recommends approval.
 

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve the submission of a revised infrastructure grant application to the Montana Department of Commerce, as recommended by staff.
- 3. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1043:** generally located at 4190 South Frontage Road. Zoning Commission recommends approval and adoption of the 10 review criteria. **\*Quasi-Judicial**

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1043 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.
- 4. **GEORGE JUROVICH PROPERTY - South of Grand Avenue and East of 80th Street West. JOINT PUBLIC HEARING FOR ANNEXATION 24-01 AND ZONE CHANGE 1044:**
  - a. **RESOLUTION APPROVING ANNEXATION 24-01:** A parcel generally located south of Grand Avenue and east of 80th Street West. Staff recommends conditional approval. **\*Quasi-Judicial**

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution conditionally approving Annexation 24-01, as recommended by staff.

- b. **FIRST READING ORDINANCE FOR ZONE CHANGE 1044:** a 1-acre parcel located within and surrounded by the Buffalo Crossing Subdivision. Zoning Commission recommends approval and adoption of the 10 review criteria. \*Quasi-Judicial

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1044 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

- c. **ANNEXATION AGREEMENT** with George Jurovich. Staff recommends approval.

**Recommended Motion:** I move to approve an Annexation Agreement with George Jurovich, as recommended by staff.

- d. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward IV to include recently annexed property in Annexation 24-01: a parcel generally located south of Grand Avenue and east of 80th Street West. Staff recommends approval.

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve the First Reading Ordinance expanding the boundaries of Ward IV, as recommended by staff.

5. **BROWN BUILDERS, LLC PROPERTY: 4524 Central Avenue.**

**JOINT PUBLIC HEARING FOR ANNEXATION 24-02 AND ZONE CHANGE 1045**

- a. **RESOLUTION APPROVING ANNEXATION 24-02:** A parcel generally located south of Central Avenue and east of South 48th Street West. Staff recommends conditional approval. \*Quasi-Judicial

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution conditionally approving Annexation 24-02, as recommended by staff.

- b. **FIRST READING ORDINANCE FOR ZONE CHANGE 1045:** generally located at 4524 Central Ave. Zoning Commission recommends approval and adoption of the 10 review criteria. \*Quasi-Judicial

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1045 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

- c. **ANNEXATION AGREEMENT** with Brown Builders, LLC. Staff recommends approval.

**Recommended Motion:** I move to approve an Annexation Agreement with Brown Buildings, LLC, as recommended by staff.

- d. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward V to include recently annexed property in Annexation 24-02: a parcel generally located south of Central Avenue and east of South 48th Street West. Staff recommends approval.

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve the First Reading Ordinance expanding the boundaries of Ward V, as recommended by staff.

6. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1046:** generally located at 1202 West Wicks Lane. Zoning Commission recommends approval and adoption of the 10 review criteria. \*Quasi-Judicial

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1046 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

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

**COUNCIL INITIATIVES:**

**ADJOURN:**

*Council Chambers are readily accessible to individuals with physical disabilities.*

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

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

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Approval of the Airport's New Cargo Ramp Slot 5 Project  
**Presented by:** Shane Ketterling, Assistant Director of Aviation and Transit  
**Department:** Airport  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that the City Council approve and award the Airport's Cargo Ramp Slot 5 Project to Knife River Construction for \$4,705,378.00

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

Included in the Airport's Capital Improvement Plan and FY 24 budget is a project to construct a new large 137,000 square foot aircraft parking ramp for cargo operations to take place on, called Slot 5. A contractor will have to remove 23,000 cubic yards of dirt and sandstone; install 56,000 square feet of 16 inches of concrete, 81,000 square feet of asphalt, storm drain pipe infrastructure under a taxiway; construct a block retaining wall; remove incandescent lights and install all new LED taxiway lights including many other miscellaneous work items. Additionally, the Airport is currently working with Northwestern Energy to relocate an underground electrical line that provides power to the airfield which includes runway and taxiway lighting, FAA aircraft navigational aids and other facilities.

Slots 1 - 4, which are directly east of this new ramp were built between 2002 - 2013 and are at capacity many times throughout the year and especially during the holiday peak season when packages are being transported; therefore, additional ramp space is needed. UPS and FedEx continue to increase the number of flights and up-size their aircraft each year; subsequently, in 2023 they loaded and unloaded approximately 75 million pounds of freight, which makes the Billings Airport the busiest cargo airport in Montana and overall ranks number 63 throughout the entire United States. Additionally, Slots 1 - 4 are in need of rehabilitation and Slot 5 will provide additional aircraft parking space in order for these ramps to be repaired. The Airport plans to build the new cargo ramp this coming summer and it will take 120 days to complete.

This project was advertised in the *Yellowstone County News* on February 16, 23, and March 1 and posted on the City and Airport's websites. On March 5, 2024, the following bids were received:

| <b>Contractor</b>        | <b>Bid</b>  |
|--------------------------|-------------|
| Knife River Construction | \$4,705,378 |
| Askin Construction       | \$6,083,580 |

**ALTERNATIVES**

City Council may:

- Approve the award of the new Cargo Ramp Slot 5 Project to Knife River Construction for \$4,705,378; or,
- Not Approve the award, reject all bids, and delay the project.

**FISCAL EFFECTS**

The total cost of this project is \$4,705,378. This project will be funded at 90% with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) entitlement grant funds and 10% with local match funds. The FAA's grant funding will be \$4,234,840.20 and the local match will be \$470,537.80. The local match funds are budgeted and available in the Airport's Capital Account.

**City Council Regular**

**Date:** 03/25/2024  
**Title:** W.O. 24-28: Water Treatment Plant Sediment Hauling  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends City Council award a contract for W.O. 24-28: Water Treatment Plant Sediment Hauling, to Gairrett Excavation and Trucking, Inc. in the amount of \$149,500.

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

W.O. 24-28: Water Treatment Plant Sediment Hauling, will remove sediment from the drying ponds at the Water Treatment Plant. Water from the Yellowstone River enters the sedimentation basins where the water is treated to remove sediment. Throughout the year, sediment accumulates in the basins and must be removed. Each year, Water Treatment Plant staff dredges the sediment from the sedimentation basins so that the intake from the Yellowstone River remains open. The dredged material is placed in the drying ponds to dry and is later removed to provide capacity for the following year of dredging operations.

The project was advertised on February 16, February 23, and March 1, 2024, in the Yellowstone County News and on the City's website. Bids were opened on March 5, 2024, and three (3) bids were received. Gairrett Excavation and Trucking, Inc. submitted the lowest, responsible bid.

**ALTERNATIVES**

City Council may:

- Award W.O. 24-28: Water Treatment Plant Sediment Hauling, to Gairrett Excavation and Trucking, Inc. in the amount of \$149,500; or
- Do not award a contract and reject all bids. If the project is not awarded, the sediment in the drying ponds will accumulate to the point where there won't be adequate room for the dredged material from the sediment basins. If the sediment basins can't be dredged, silt from the river may plug the raw water intake, not allowing enough water to reach the Water Treatment Plant.

**FISCAL EFFECTS**

The following bids were received:

| CONTRACTOR                             | BID AMOUNT   |
|----------------------------------------|--------------|
| Gairrett Trucking and Excavation, Inc. | \$149,500.00 |
| Knife River                            | \$202,950.00 |
| Askin Construction, LLC                | \$233,000.00 |

The project was budgeted in FY24 using Water operation and maintenance funds. There is sufficient budget to award this contract.

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Mimecast Annual Renewal  
**Presented by:** David Watterson, IT Director  
**Department:** Information Technology  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the approval of the 1-Year renewal of the suite of Mimecast cloud-based Email protection services in the amount of \$85,645.83

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

The City of Billings has relied on the Email Filter & Protection Services from Mimecast since 2019. Email is the top attack vector to any organization's cybersecurity shield and therefore requires the strongest possible protection. Mimecast is a cloud-based suite of services that blocks the most dangerous email-born attacks, from phishing and ransomware to social engineering, payment fraud, domain spoofing, and impersonation. We subscribe to a host of AI and machine learning tools designed to block spam, viruses, and malware. Every Email attachment and URL/link is scanned to prevent impersonation fraud, ransomware, phishing, and spear-phishing attacks. Additionally, any link that is clicked within an Email is opened in safe browser session designed to isolate the end-user's computer from any sites that may be harmful. Also included, at no extra cost, is the Cybersecurity Awareness Training videos that everyone is familiar with. This added bonus allows us to meet our Cybersecurity Training goals at little or no additional cost to the organization.

The suite of Email services from Mimecast are a critical part of our Cybersecurity strategy to protect our organization from unwanted malicious attacks.

**ALTERNATIVES**

City Council may:

- Approve the 1-Year Renewal of Mimecast Email Protection Services or,
- Not Approve

**FISCAL EFFECTS**

The total cost of the 1-year renewal of services with Mimecast is \$85,645.83. This purchase will be funded by the Information Technology Department FY24 approved budget and purchased through SHI, Inc on the State of Montana/NASPO Contract # AR2488.

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**Attachments**

Mimecast Renewal - SHI Quote  
SHI - State/NASPO Contract



Pricing Proposal  
Quotation #: 24543911  
Created On: 2/26/2024  
Valid Until: 3/29/2024

## MT-City of Billings

### David Watterson

P.O. BOX 1178  
ATTN: IT  
Billings, MT 59103  
United States  
Phone: (406) 657-8330  
Fax:  
Email: wattersond@billingsmt.gov

## Inside Account Executive

### Enrico Borromeo

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 800-527-6389 x.555-XXXX  
Fax:  
Email: enrico\_borromeo@shi.com

All Prices are in US Dollar (USD)

| Product                                                                                                                                                                                                 | Qty | Your Price | Total       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| 1 Comprehensive Defense Plan - Annual Subscription [Qty 250-999]<br>Mimecast - Part#: M_COMP-DEF_250_A<br>Contract Name: Open Market<br>Contract #: Open Market<br>Coverage Term: 3/29/2024 – 3/28/2025 | 925 | \$39.39    | \$36,435.75 |
| 2 DMARC Analyzer – T4<br>Mimecast - Part#: M_DMA-T4__A<br>Contract Name: Open Market<br>Contract #: Open Market<br>Coverage Term: 3/29/2024 – 3/28/2025                                                 | 5   | \$1,530.32 | \$7,651.60  |
| 3 DMARC Analyzer – SPF Delegation<br>Mimecast - Part#: M_DMARC-SPF__A<br>Contract Name: Open Market<br>Contract #: Open Market<br>Coverage Term: 3/29/2024 – 3/28/2025                                  | 1   | \$0.00     | \$0.00      |
| 4 Mimecast AT Mime OS Additional Training Modules<br>Mimecast - Part#: M_M_ATATM6OS_250_A<br>Contract Name: Open Market<br>Contract #: Open Market<br>Coverage Term: 3/29/2024 – 3/28/2025              | 925 | \$0.00     | \$0.00      |
| 5 Browser Isolation - Annual Subscription [Qty 250-999]<br>Mimecast - Part#: M_BROWSER-ISO_250_A<br>Contract Name: Open Market<br>Contract #: Open Market<br>Coverage Term: 3/29/2024 – 3/28/2025       | 925 | \$14.50    | \$13,412.50 |
| 6 Cybergraph for SEG - Annual Subscription [Qty 250-999]<br>Mimecast - Part#: M_CYBERG-SEG_250_A<br>Contract Name: Open Market                                                                          | 925 | \$26.74    | \$24,734.50 |

|   |                                                                                                                                                     |   |            |            |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|------------|
| 7 | Advanced Support<br>Mimecast - Part#: M_ADV-SP_1_A<br>Contract Name: Open Market<br>Contract #: Open Market<br>Coverage Term: 3/29/2024 – 3/28/2025 | 1 | \$3,411.48 | \$3,411.48 |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|------------|

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|  |          |             |
|--|----------|-------------|
|  | Shipping | \$0.00      |
|  | Total    | \$85,645.83 |

**Additional Comments**

Mimecast has a no returns policy.

Please Note: all MIMECAST maintenance/subscriptions are auto-renewed and require cancellation prior to 90 days of the executed renewal date.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).*

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

Master Agreement #: AR2488

Contractor: **SHI INTERNATIONAL CORP.**

Participating Entity: **STATE OF MONTANA**

The following products or services are included in this contract portfolio:

- ⌚ All products and accessories listed on the Contractor page of the NASPO ValuePoint website; PaaS, IaaS, and SaaS.

**Master Agreement Terms and Conditions:**

- Scope: This addendum covers **Cloud Solutions** led by the State of Utah for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
- Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Montana. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum (PA), specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by State of Montana executive branch agencies are subject to the prior approval of the State of Montana Information Technology Division’s (SITSD). Contractor may not accept any orders from State of Montana executive branch agencies without proof of prior approval or be subject to a Stop Work Order per the terms and conditions listed below in Part 5. Executive branch agencies are listed in Attachment B.
- Primary Contacts: The primary contact individuals for this PA are a (or their named successors):

**Contractor**

|            |                                         |
|------------|-----------------------------------------|
| Name:      | Nick Grappone                           |
| Address:   | 290 Davidson Avenue, Somerset, NJ 08873 |
| Telephone: | 888-764-8888                            |
| Fax:       |                                         |
| Email:     | Nick_Grappone@shi.com                   |

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**CLOUD SOLUTIONS 2016-2026**  
 Led by the State of Utah

Participating Entity

|            |                                                    |
|------------|----------------------------------------------------|
| Name:      | Tia Snyder                                         |
| Address:   | 125 North Roberts St., Room 165, Helena, MT 59601  |
| Telephone: | 406-444-3315                                       |
| Fax:       | 406-444-2529                                       |
| Email:     | <a href="mailto:tsnyder@mt.gov">tsnyder@mt.gov</a> |

**5. Participating Entity Modifications Or Additions To The Master Agreement**

These modifications or additions apply only to actions and relationships within the Participating Entity.

The following changes are modifying or supplementing the Master Agreement terms and conditions, in addition to Attachment A.

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to, with no less than 15 days' prior written notice, provide the Department of Administration, (Department), Legislative Auditor, or their authorized agents access to any records reasonably necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of seven years after either the completion date of the PA or the conclusion of any claim, litigation, or exception relating to the PA or Master Agreement taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the PA without the express written consent of the Department, which shall not be unreasonably withheld. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this PA, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this PA 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

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

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expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this PA.

**COMPLIANCE WITH STATE OF MONTANA IT POLICIES AND STANDARDS.** If, in providing the services and products arising from this PA, Contractor receives and hosts the State of Montana data, then Contractor shall comply with all applicable State of Montana IT policies and standards in effect at the time a Statement of Work is issued.

The links below provide information on State of Montana IT strategic plans, current environment, policies, and standards.

State of Montana Information Technology Strategic Plan  
<http://sitsd.mt.gov/Governance/IT-Plans>

State of Montana Information Technology Environment  
<http://sitsd.mt.gov/Services-Support/Enterprise-Architecture>

State of Montana IT Policies  
<https://montana.policytech.com/?public=true&siteid=1>

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

**CONTRACT OVERSIGHT:**

**CIO Oversight.** The State of Montana Chief Information Officer (CIO) or designee, may perform PA oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of PA obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order as provided below.

**Right to Assurance.** If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this PA, State may demand in writing that Contractor give a written assurance of its intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days) State may, at State's option, be the basis for terminating this PA and pursuing the rights and remedies available under this PA or law.

**Stop Work Order.** State may, at any time, by written order to Contractor require Contractor to stop any or all parts of the work required by this Contract for the period of

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

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days indicated by State after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this PA shall be amended in writing accordingly.

**Compliance with Policies and Standards.** Contractor is notified that, under the provisions of 2-17-514, MCA, the Department retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

**DEPARTMENT OF ADMINISTRATION POWERS AND DUTIES:** The Department is responsible for carrying out the planning and program responsibilities for information technology (IT) for state government. (Section 2-17-512, MCA) The CIO is the person appointed to carry out the duties and responsibilities of the Department relating to information technology.

The CIO shall:

- ⌚ review the use of information technology resources for all state agencies;
- ⌚ review and approve state agency specifications and procurement methods for the acquisition of information technology resources; and
- ⌚ review, approve, and sign all state agency IT contracts and shall review and approve other formal agreements for information technology resources provided by the private sector and other government entities.

**DISABILITY ACCOMMODATIONS:** The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**HOLD HARMLESS/INDEMNIFICATION:**

Changes to Master Agreement noted in bold:

The Contractor shall defend, indemnify and hold harmless State, along with its officers, agents, and employees as well as any person or entity for which they may be liable, from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising directly from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the

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Master Agreement and Participating Addendum. Contractor's duties under this provision are dependent on the indemnified party giving Contractor (1) prompt written notice of such third-party claim and (2) sole authority to defend or settle the claim **subject to the right of the Montana Attorney General to participate in the action and settlement.**

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of PA execution in order to facilitate State electronic funds transfer payments.

**REDUCTION OF FUNDING:** State must by law terminate this PA if funds are not appropriated or otherwise made available to support State's continuation of performance of this PA in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this PA (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this PA as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the PA not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**REFERENCE TO PA:** The PA or purchase order number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the PA contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEVERABILITY:** A declaration by any court, or any other binding legal source, that any provision of the PA is illegal and void shall not affect the legality and enforceability of any other provision of the PA, unless the provisions are mutually dependent.

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**TAX EXEMPTION:** State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise provided in this PA or the Master Agreement. (Section 18-1-401, MCA.)

**WARRANTY FOR SERVICES:** Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this PA. State agrees to provide timely written notice of any failure to comply with this warranty so that Contractor can take corrective action.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

**STATE OF MONTANA ADMINISTRATIVE FEE:** The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective upon execution of this Participating Addendum.

**REQUIRED REPORTING:** Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.


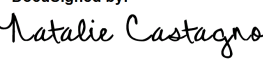


|                 |                               |
|-----------------|-------------------------------|
| First Quarter:  | July 1 through September 30   |
| Second Quarter: | October 1 through December 31 |
| Third Quarter:  | January 1 through March 31    |
| Fourth Quarter: | April 1 through June 30       |

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|                                                                                                                                                                    |                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Participating Entity:                                                                                                                                              | Contractor:                                                                                                                              |
| Signature:<br>DocuSigned by:<br><br>5FBAABB9738647B...                            | Signature:<br>DocuSigned by:<br><br>0331CE57D1EC4CB... |
| Name:<br>Cheryl Grey                                                                                                                                               | Name:<br>Natalie Castagno                                                                                                                |
| Title:<br>SFSD Administrator                                                                                                                                       | Title:<br>Director of Response Team                                                                                                      |
| Date:<br>6/27/2018                                                                                                                                                 | Date:<br>6/27/2018                                                                                                                       |
| Approved as to Legal Content:<br>DocuSigned by:<br><br>Date:<br>6/25/2018         |                                                                                                                                          |
| Chief Information Officer Approval:<br>DocuSigned by:<br><br>Date:<br>6/27/2018 |                                                                                                                                          |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

|                                      |                                                                            |
|--------------------------------------|----------------------------------------------------------------------------|
| Cooperative Development Coordinator: | Shannon Berry                                                              |
| Telephone:                           | 775-720-3404                                                               |
| Email:                               | <a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a> |

**Please email fully executed PDF copy of this document  
 to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
 to support documentation of participation and posting  
 in appropriate data bases.**

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**Attachment A**  
**Federal Terms and Conditions**  
**(Non-Construction)**

**1. NONDISCRIMINATION**

The Contractor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this contract, on the ground of race, religion, color, national origin, sex or handicap. Accordingly, and to the extent applicable, the Contractor agrees to comply with the following:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

**2. LOBBYING**

a. The Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

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**3. DRUG-FREE WORK PLACE**

The Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

**4. ENVIRONMENTAL PROTECTION**

a. The Contractor agrees that its performance under this contract shall comply with the following, as applicable:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Contractor shall also identify to the state any impact this contract may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

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Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking work source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3)

**5. USE OF UNITED STATES FLAG VESSELS**

**The Contactor agrees that if applicable to its obligations in performance of the Services:**

a. travel under this contract shall use U.S.-flag air carriers ( air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

**6. DEBARMENT AND SUSPENSION**

a. The Contractor shall not make any award or permit any award (sub-contract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.

b. The Contractor agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR part 1125. The Contractor shall comply with 2 CFR Part 1125 by checking the Excluded Parties List System (EPLS) at [www.sam.gov](http://www.sam.gov) to verify Contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to Contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by federal/State audit agencies

The Contractor agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Contractor enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

**7. BUY AMERICAN ACT**

The Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**8. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY POLICES**

The Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et

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seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**9. COPELAND "ANTI-KICKBACK" ACT**

The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**10. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.(40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay.

**11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**12. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**13. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**14. PROCUREMENT OF RECOVERED MATERIALS**

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Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**Attachment B**  
**Executive Branch Agencies**

Department of Administration  
Department of Agriculture  
Board of Public Education  
Department of Commerce  
Department of Corrections  
Deaf and Blind, School for  
Department of Environmental Quality  
Department of Fish, Wildlife and Parks  
Governor's Office  
Historical Society  
Department of Justice  
Department of Labor and Industry  
Department of Livestock  
Department of Military Affairs  
Montana Arts Council  
Department of Natural Resources and Conservation  
Commissioner of Political Practices  
Department of Public Health and Human Services  
Public Service Commission  
Department of Revenue  
Secretary of State  
State Auditor  
State Library  
Department of Transportation

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Lease Purchase Agreement with Montana Board of Investments to Finance the Construction and Improvements to the New City Hall.  
**Presented by:** Teri Walker  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that City Council authorize the Finance Department to execute lease financing documents, consistent with the attached term sheet, with Montana Board of Investments for improvements to the New City Hall.

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

On 2-12-24, staff presented to the Council information on the need for financing on the New City Hall project. Financing is needed to fund construction until other anticipated revenues are realized at the City (i.e. Historic Tax Credits, Sale of Existing City Hall, etc.).  
 On 2-28-24 the Montana Board of Investments conditionally approved a lease-purchase financing agreement up to \$14.690 million. Funds will be used for actual construction costs as they are incurred and related financing costs (bond counsel and financial advisor).

The following information was provided to City Council at the 2-12-24 meeting:

**Original Project Plan**

|                                                |                   |                  |  |
|------------------------------------------------|-------------------|------------------|--|
| Budgeted Project Amount (12/2022)              | 43,000,000        |                  |  |
| Cash on hand From GF, ARPA, and Other Sources  | <u>32,150,000</u> |                  |  |
| Net Construction Financing Need                | 10,850,000        |                  |  |
| Anticipated Funds from Future Revenues         | Est. Min          | Est. Max         |  |
| State Entitlement Share (FY24-FY25)            | 650,000           | 650,000          |  |
| Future Marijuana Tax Revenue (FY23-FY27)       | 800,000           | 800,000          |  |
| Historic Tax Credits (FY24-FY25)               | 2,500,000         | 3,500,000        |  |
| Sale of Existing City Hall & Properties (FY25) | <u>4,500,000</u>  | <u>7,000,000</u> |  |
|                                                | 8,450,000         | 11,950,000       |  |

# Project Change Orders & Additional Expenses

|                                                               |           |
|---------------------------------------------------------------|-----------|
| Additional Expenses                                           |           |
| Elevator Change Order                                         | 900,000   |
| Fiber Connection, Asbestos Abatement, NWE work, Garbage       | 500,000   |
| Additional Change Orders Windows, Generator (net of low bids) | 1,000,000 |

Total Short-term Financing Need 13,250,000

Potential Long-Term Financing \$2.7 to \$9.5 million  
Largely dependent upon HTC and Sale of City Properties

Financing Resolution City Council in March

## ALTERNATIVES

City Council may:

- Approve the lease financing terms with Montana Board of Investments; or,
- Not Approve the lease financing terms. If not approved, construction on the New City Hall could be stopped until other financing is arranged.

## FISCAL EFFECTS

The interest rate is variable and will be determined every February. Currently, the interest rate is 5.75%. No penalty for prepayment. The term of the lease financing is 15 years. Current estimated short-term financing needs for the project are \$13.25 million. It is estimated that the long-term portion of this will range from \$2.7 to \$9.5 million, largely dependent upon Historic Tax Credits and the sale of City properties. Annual payments will be determined by the total amount drawn, and will be budgeted annually by City Council. If City Council chooses not to annually appropriate funds, the Montana Board of Investments has right to the improvements in the New City Hall.

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## Attachments

Lease Purchase Resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the “City”), hereby certify that the attached resolution is a true copy of a Resolution No. \_\_\_\_\_ entitled: “RESOLUTION APPROVING A MASTER LEASE PURCHASE AGREEMENT AND PROPERTY SCHEDULE IN CONNECTION WITH IMPROVEMENTS TO THE NEW CITY HALL BUILDING” (the “Resolution”), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on March 25, 2024, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 25<sup>th</sup> day of March, 2024.

(SEAL)

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING A MASTER LEASE PURCHASE AGREEMENT AND PROPERTY SCHEDULE IN CONNECTION WITH IMPROVEMENTS TO THE NEW CITY HALL BUILDING

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

Section 1. Recitals and Authorization.

1.01. In October 2021, the City purchased the former federal courthouse building located at 316 North 26<sup>th</sup> Street in the City (the “New City Hall Building”). The City has determined to undertake renovations of and improvements to the New City Hall Building to make it suitable for use as a law and justice center and city offices (collectively, the “Improvements”).

1.02. Pursuant to Resolution No. 23-11129, adopted by the Council on June 26, 2023, the Council authorized and directed the City Administrator and City Finance Director, in consultation with Baker Tilly Municipal Advisors, LLC (“Baker Tilly”) and Dorsey & Whitney LLP (“Dorsey”), to pursue lease purchase financing options with respect to the Improvements and to engage in negotiations and discussions with potential investors, banks, underwriters and other financial institutions with respect to the terms and conditions thereof.

1.03. Pursuant to such authorization, the City Finance Director, Baker Tilly and Dorsey have engaged in discussions with the Montana Board of Investments (“BOI”), regarding a lease purchase financing through BOI’s INTERCAP program. BOI approved the financing at a board meeting on February 28, 2024.

1.04. The City proposes to enter into a Master Lease Purchase Agreement with BOI, substantially in the form attached hereto as Exhibit A (the “Lease Purchase Agreement”). The financing of the Improvements will be further governed by the terms and conditions set forth in Property Schedule No. 1 to the Lease Purchase Agreement (the “Property Schedule”), substantially in the form attached hereto as Exhibit B.

1.05. The lease payments payable by the City pursuant to the Property Schedule (the “Lease Payments”) shall constitute current expenses of the City and shall not in any way be construed to be debts of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything contained therein constitute a pledge of the general tax revenues, funds or money of the City. The Lease Payments shall be payable only from current funds which are budgeted and appropriated for such purpose during the fiscal year of the City for which such funds were budgeted and appropriated. The City shall pay the Lease Payments under the Property Schedule by automatic debit from the City’s Short-Term Investment Pool (“STIP”) account invested by the BOI. The City has not pledged the full faith and credit or taxing power of the City to the payment of amounts due under the Lease Purchase Agreement or the Property Schedule.

1.06 The City shall pay the Lease Payments under the Property Schedule by automatic debit from the City's Short-Term Investment Pool ("STIP") account invested by BOI. BOI is prohibited from debiting City's STIP account for any other purpose, including but not limited to amounts owed pursuant to Sections 8.04, 13.02 or 13.04 of the Lease Purchase Agreement, without authorization from the City. The City agrees to keep funds in its STIP account sufficient to pay each Lease Payment for the then-current Fiscal Year, subject to the provisions in the Lease Purchase Agreement and Property Schedule, including Section 6.05 of the Lease Purchase Agreement. Notwithstanding anything in the Property Schedule or the Lease Purchase Agreement to the contrary, upon a Nonrenewal or an Event of Default under the Lease Purchase Agreement, BOI is prohibited from debiting the City's STIP account with respect to Lease Payments occurring after the end of the then-current Fiscal Year.

Section 2. Approval of Lease Purchase Agreement and Property Schedule. The City hereby approves the forms of the Lease Purchase Agreement and the Property Schedule, each in substantially the form attached hereto. Each of the Mayor, the City Administrator, the City Clerk and the City Finance Director is hereby authorized and directed to approve, execute and deliver to BOI the Lease Purchase Agreement and the Property Schedule, together with such modifications thereto as may be approved by the officer or officers executing the same, which approval shall be conclusively evidenced by the execution thereof. Each of the Mayor, the City Administrator, the City Clerk and the City Finance Director is also authorized to enter into and deliver such other documents and certificates as may be necessary or desirable in connection therewith, in the opinion of Dorsey, as special counsel to the City, or as may be reasonably required by BOI. All actions taken to date by officers and staff of the City on behalf of the City in connection with the Lease Purchase Agreement and Property Schedule are hereby ratified and confirmed.

Section 3. Transcript Certification. The officers of the City are directed to furnish to Dorsey and to BOI certified copies of all proceedings and information in their official records relevant to the authorization of the Lease Purchase Agreement, the Property Schedule and such certificates and affidavits as to other matters appearing in their official records or otherwise known to them as may be reasonably required to evidence the validity and enforceability of the Lease Purchase Agreement, the Property Schedule and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations and recitals of the City as to the correctness of all facts stated therein and the completion of all proceedings stated therein to have been taken.

Section 4. Effective Date. This Resolution shall become effective upon passage and all provisions of ordinances, resolutions and other actions and proceedings of the City which are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

Adopted this 25th day of March, 2024.

CITY OF BILLINGS, MONTANA

\_\_\_\_\_  
Mayor

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

(SEAL)

**EXHIBIT A**

**FORM OF LEASE PURCHASE AGREEMENT**

## MASTER LEASE PURCHASE AGREEMENT

Between: Montana Board of Investments (the “Seller”)  
2401 Colonial Drive, Third Floor  
Helena, Montana 59601  
Attention: Senior Bond Program Officer  
Telephone: (406) 444-0001

And: City of Billings, Montana (the “Purchaser”)  
P.O. Box 1178  
Billings, Montana 59103  
Attention: Finance Director  
Telephone: (406) 657-8433

Dated: March 29, 2024

### ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Account**” means a specific Purchaser Bank account assigned by the Bank to be used in conducting transactions through the Short-Term Investment Pool (STIP) Program.

“**Agreement**” means this Master Lease Purchase Agreement, including all exhibits and schedules attached hereto.

“**Bank**” means a financial institution designated and authorized as provided in the Purchaser’s Resolution authorizing participation in the STIP Program including exhibits thereof, as amended, to send and receive money on behalf of the Purchaser for purposes of participation in the STIP Program.

“**Business Day**” means any day that is not a Saturday or Sunday and is not a day on which banks in Montana are authorized or required by law to close.

“**Commencement Date**” is the date when the term of a Property Schedule and Purchaser’s obligation to pay Lease Payments thereunder commences, as set forth in the Property Schedule.

“**Event of Default**” is defined in Section 13.01.

“**Fiscal Year**” means the fiscal year of the Purchaser, which currently begins on July 1 and ends on June 30 of the next succeeding calendar year.

“**Lease Payments**” means the lease payments payable by Purchaser under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

“**Lease Payment Dates**” means the dates on which Lease Payments are due as set forth in each Property Schedule.

“**Nonrenewal**” means the determination of Purchaser not to renew the Property Schedule for the next succeeding Renewal Term.

“**Original Term**” means the period from the Commencement Date until the end of the Fiscal Year in effect at the Commencement Date, as set forth in the Property Schedule.

“**Permitted Encumbrances**” means, with respect to the Property described under a Property Schedule, the liens and encumbrances described therein as Permitted Encumbrances.

“**Property**” means the property and improvements purchased under this Agreement pursuant to a Property Schedule, as described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

“**Property Schedule**” means a Property Schedule, substantially in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement, if any, shall be numbered consecutively, beginning with Property Schedule 2.

“**Purchaser**” means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

“**Renewal Term**” means each consecutive succeeding Fiscal Year following the Original Term (or such lesser period during which all remaining Lease Payments specified in the Property Schedule shall have been paid), as set forth in the Property Schedule and conditioned upon renewal of the Property Schedule by Purchaser.

“**Seller**” means the entity identified as such in the first paragraph hereof.

“**State**” means the State of Montana.

“**Term**” means the Original Term and all Renewal Terms for which a Property Schedule remains in effect in accordance with Article V.

“**Vendor**” means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Seller or Purchaser arranged for the purchase of all or any portion of the Property.

## **ARTICLE II**

**2.01 Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or Nonrenewal with respect to a Property Schedule, Seller shall have the applicable rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule.

### **ARTICLE III**

**3.01 Covenants of Purchaser.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Purchaser shall be deemed to represent, covenant and warrant for the benefit of Seller as follows:

- (a) Purchaser is a public body corporate and politic duly organized and existing under the constitution and laws of the State and its home rule charter with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Purchaser should merge with another entity under the laws of the State, Purchaser agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Purchaser's rights and shall assume Purchaser's obligations hereunder.
- (c) Purchaser has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule. On or before the respective Commencement Date for the Property Schedule, Purchaser shall cause to be delivered an opinion of counsel in substantially the form of Exhibit 3 to the Property Schedule.
- (d) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Purchaser, does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Purchaser is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Purchaser or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Purchaser or to which it is subject, other than Permitted Encumbrances.
- (e) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior notice to Seller.

### **ARTICLE IV**

**4.01 Sale of Property.** On the Commencement Date of each Property Schedule executed hereunder, Seller will be deemed to sell, transfer and convey to Purchaser, and Purchaser will be deemed to purchase and accept from Seller, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Term set forth in such Property Schedule.

**4.02 Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate on the last day of the Original Term, unless terminated sooner pursuant to this Agreement or the Property Schedule. However, Purchaser shall have the option to renew the Property Schedule for each consecutive succeeding Renewal Term through the final Lease Payment Date set forth in the Property Schedule. The Purchaser shall be deemed to have renewed the Property Schedule for a Renewal Term if, prior to the commencement of such Renewal Term, Purchaser appropriates moneys for the payment of the Lease Payments payable thereunder during such Renewal Term. If Purchaser renews the Property Schedule, the Term of the Property Schedule shall be extended upon all of the same terms and conditions as are provided herein and in the Property Schedule. In the event the Purchaser should renew a Property Schedule for all Renewal Terms and pay all Lease Payments, the rights of the Seller in the Property described in such Property Schedule will be terminated. If the Property Schedule is not renewed as set forth in this Section 4.02, the Property Schedule shall terminate pursuant to Section 6.05 and the Purchaser may not elect to further extend the Property Schedule.

**4.03 Delivery, Construction, Installation and Acceptance of Property.** Purchaser shall comply with all applicable competitive bidding requirements and prevailing wages for the purchase, acquisition, construction, and installation of the Property, order the Property and shall cause the Property to be delivered, constructed and installed at the locations specified in the applicable Property Schedule. Seller shall disburse proceeds of each Property Schedule based on requests for disbursement submitted by Purchaser as described in Section 7.04 hereof, together with invoices or other documentation of costs incurred in connection with the Property. When the Property described in such Property Schedule is delivered, constructed, installed and accepted as to Purchaser's specifications, Purchaser shall be deemed to have accepted the Property for purposes of this Agreement and the Property Schedule.

## **ARTICLE V**

**5.01 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Seller shall have the right during business hours and upon not less than five (5) Business Days' notice to enter into and upon the property of Purchaser for the purpose of inspecting the Property.

## **ARTICLE VI**

**6.01 Payment of Lease Payments.** Lease Payments due shall be payable only from current funds which are budgeted or appropriated from the funds or accounts described in the applicable Property Schedule for such purpose during the then-current Original Term or Renewal Term for the Property Schedule. Purchaser shall pay Lease Payments under a Property Schedule in lawful money of the United States of America, to Seller in such amounts and on such dates as described in such Property Schedule.

**6.02 Lease Payments to Constitute Binding Contractual Obligation.** The Seller and the Purchaser understand and intend that the obligation of the Purchaser to pay Lease Payments shall constitute a current expense of the funds or accounts described in the applicable Property Schedule and shall not in any way be construed to be a debt of the Purchaser in contravention of any applicable constitutional or statutory limitation or provision concerning the creation of

indebtedness by the Purchaser, nor shall anything contained herein constitute a pledge of the general tax revenues, taxing power, funds or money of the Purchaser. The Purchaser has not pledged the full faith and credit of the Purchaser, the State or any agency or department of the Purchaser to the payment of the Lease Payments or any other payment due under this Agreement.

The person or entity in charge of preparing the Purchaser's budget will include in the budget request for each Fiscal Year the Lease Payments to become due in such Fiscal Year, and will use reasonable and lawful means to secure the appropriation of money for such Fiscal Year sufficient to pay all such Lease Payments coming due therein. Each Fiscal Year appropriation shall include Lease Payments coming due on the Lease Payment Dates in that Fiscal Year, as well as amounts constituting the interest component of the Property Schedule accruing between the most recent Lease Payment Date and the end of the Fiscal Year.

The Purchaser shall pay the Lease Payments under each Property Schedule by automatic debit from the Purchaser's Short-Term Investment Pool ("STIP") account invested by the Seller. The Seller is prohibited from debiting Purchaser's STIP account for any other purpose, including but not limited to amounts owed pursuant to Sections 8.04, 13.02 or 13.04 hereof, without written authorization from the City. The Purchaser agrees to keep funds in its STIP account sufficient to pay each Lease Payment under each Property Schedule for the then-current Fiscal Year; provided that the City has not elected Nonrenewal with respect to such Property Schedule. Notwithstanding anything in any Property Schedule or in this Agreement to the contrary, upon a Nonrenewal or an Event of Default, the Seller is prohibited from debiting Purchaser's STIP account with respect to the Lease Payments thereunder occurring after the end of the then-current Fiscal Year.

**6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Term.

**6.04 Lease Payments to be Unconditional.** EXCEPT AS PROVIDED IN SECTION 6.05, THE OBLIGATIONS OF PURCHASER TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.05 Nonrenewal.** If Purchaser does not renew the Property Schedule pursuant to Section 4.02, the Property Schedule shall terminate at the end of the then-current Original Term or Renewal Term for the Property Schedule and Purchaser shall not be obligated to make Lease Payments under the Property Schedule beyond the then-current Original Term or Renewal Term for the Property Schedule; provided that the Purchaser acknowledges that it shall be required to pay amounts constituting the interest component of the Property Schedule accruing between the last Lease Payment Date and the end of such Original Term or Renewal Term. Purchaser shall

give Seller written notice of its determination not to renew at least thirty (30) days prior to the end of the then-current Original Term or Renewal Term. In the event of Nonrenewal, Purchaser shall, no later than the end of the then-current Original Term or Renewal Term for the Property Schedule, deliver possession of the Property under the Property Schedule to Seller at Purchaser's expense, and failure of the Purchaser to deliver possession of the Property within 90 days from the end of the then-current Original Term or Renewal Term in accordance with this sentence is an Event of Default. If Purchaser fails to deliver possession of the Property to Seller upon termination of the Property Schedule by reason of Nonrenewal by the end of the then-current Original Term or Renewal Term, the Nonrenewal and termination shall nevertheless be effective, but Purchaser shall be responsible for the payment of damages in an amount equal to the Lease Payments that would have come due if not for the Nonrenewal attributable to the number of days after the termination during which the Purchaser fails to deliver possession, and failure by the Purchaser to pay such damages is an Event of Default. In addition, if Purchaser fails to deliver possession of the Property to Seller upon termination of the Property Schedule by reason of Nonrenewal by the end of the then-current Original Term or Renewal Term, Seller has the option of entering the Premises to secure the Property at Purchaser's expense.

## **ARTICLE VII**

**7.01 Title to the Property.** Upon acceptance of the Property by Purchaser and unless otherwise required by the laws of the State, title to the Property shall vest in Purchaser, subject to Seller's interests under the applicable Property Schedule and this Agreement.

**7.02 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon.

**7.03 Security Interest.** To secure the performance of all of Purchaser's obligations under this Agreement with respect to a Property Schedule, Purchaser grants to Seller, for the benefit of Seller and its successors and assigns, a security interest constituting a first lien on Purchaser's interest in all of the Property under such Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to such Property, all substitutions and replacements for such Property, and on any proceeds of any of the foregoing, including insurance proceeds. Purchaser shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Seller, which Seller deems necessary or appropriate to establish, maintain and perfect a security interest in such Property in favor of Seller and its successors and assigns. Purchaser shall, on behalf of Seller, file all financing statements necessary or appropriate to establish, maintain, and perfect such security interest. Purchaser shall provide evidence of filing of the financing statements to Seller.

**7.04. Disbursements.** Proceeds disbursed by the Seller to the Purchaser with respect to a Property Schedule shall be used only for the purpose of paying or reimbursing the Purchaser for the costs of the Property described in such Property Schedule and paying costs of issuing such Property Schedule. Purchaser agrees to obtain releases of claims against payment or performance bonds with respect to all sums disbursed under the Property Schedule to pay costs of the Property,

and to provide them to Seller at Seller's request. To obtain a disbursement of proceeds of a Property Schedule, Purchaser shall submit to Seller a signed request for disbursement on a form prescribed by or acceptable to the Seller, together with invoices or other documentation of costs incurred in connection with the Property described in such Property Schedule. Purchaser may obtain disbursements only for costs that have been legally incurred.

## **ARTICLE VIII**

**8.01 Maintenance of Property by Purchaser.** Purchaser shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and encumbrances, except for the interest of Seller under this Agreement and Permitted Encumbrances. Purchaser shall have sole responsibility to maintain and repair the Property in a manner that complies with the manufacturer specifications and warranties.

**8.02 Liens, Taxes, Other Governmental Charges and Utility Charges.** Purchaser shall keep the Property free of all liens and encumbrances, except for the interest of Seller under this Agreement and Permitted Encumbrances. If the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Purchaser shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during the then-current Fiscal Year of the Term for such Property Schedule.

**8.03 Insurance.** At its own expense, Purchaser shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Seller in an amount equal to at least the outstanding principal component of Lease Payments, (b) liability insurance that protects Seller from liability in all events in an amount reasonably acceptable to Seller, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Purchaser may self-insure against all such risks (other than rental interruption). All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State, including a self-insurance program or municipal risk pool. All such liability insurance shall name Seller as an additional insured, to the extent the policy of insurance permits Purchaser to name Seller as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Seller, Purchaser and any other financing party, as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Seller's prior written consent. Purchaser shall furnish to Seller, on or before the Commencement Date for each

Property Schedule, and thereafter at Seller's request, certificates evidencing such coverage, or, if Purchaser self-insures, a written description of its self-insurance program together with a certification from Purchaser's risk manager or insurance agent or consultant to the effect that Purchaser's self-insurance program provides adequate coverage against the risks listed above.

**8.04 Advances.** In the event Purchaser shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Seller may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Seller shall constitute additional rent for the Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Purchaser covenants and agrees to pay such amounts so advanced by Seller with interest thereon from the date such amounts are advanced until paid at the rate of 10% per annum, subject to appropriation by Purchaser.

## **ARTICLE IX**

**9.01 Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Purchaser will cause the proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property in compliance with the manufacturing specifications and warranties, unless Purchaser shall have exercised its option to prepay the Lease Payments under the related Property Schedule. Any balance of the proceeds remaining after such work has been completed shall be paid to Purchaser.

**9.02 Insufficiency of Proceeds.** If the proceeds referred to in Section 9.01 are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Purchaser shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the proceeds and, if Purchaser shall make any payments pursuant to this Section 9.02, Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Section 6.01, or (b) exercise its option to prepay the Lease Payments pursuant to Section 11.01. The amount of the proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such prepayment may be retained by Purchaser.

## **ARTICLE X**

**10.01 Disclaimer of Warranties.** SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR

OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER. Purchaser acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller. Purchaser understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Seller, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

**10.02 Vendor's Warranties.** Seller hereby irrevocably assigns to Purchaser all rights that Seller may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor, and not against Seller, nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor.

**10.03 Use of the Property.** Purchaser will not construct, install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Purchaser shall provide all permits and licenses, if any, necessary for the construction, installation and operation of the Property. In addition, Purchaser agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Seller, adversely affect the interest of Seller in and to the Property or its interest or rights under this Agreement. Purchaser shall promptly notify Seller in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

**10.04 Modifications.** Subject to the provisions of this Section 10.04, Purchaser shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature, cancel manufacturer warranties, or cause it to be used for purposes other than those authorized under the provisions of State law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section 10.04, shall be of a value which is equal to or greater than the value of the Property immediately prior to

the making of such alterations, additions, modifications and improvements. Purchaser shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

## **ARTICLE XI**

**11.01 Option to Prepay.** Purchaser shall have the option to prepay in whole or in part the Lease Payments due under any Property Schedule at any time and from time to time upon 30 days prior written notice from Purchaser to Seller. The amount of a prepayment shall equal the principal component prepaid, plus interest component accrued and unpaid thereon through the date of prepayment, without premium or penalty. In the event of prepayment in part, the Seller shall reamortize the principal component of the Property Schedule and a new Lease Payment Schedule shall be attached as Exhibit 2 to the Property Schedule.

## **ARTICLE XII**

**12.01 Assignment by Purchaser.** Purchaser's right, title and interest in, to and under the Property may be assigned, reassigned, leased or subleased, in whole or in part, to one or more assignees, subassignees, lessees or sublessees by Purchaser without the necessity of obtaining the consent of Seller; provided that any assignment shall not be effective until Seller has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Notwithstanding the foregoing, without the prior written consent of the Seller, no such assignment by the Purchaser shall relieve the Purchaser from its obligations under this Agreement or any Property Schedule. Seller agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Purchaser or any assignee, subassignee, lessee or sublessee to protect its interests in this Agreement and the Property Schedules.

**12.02 Assignment by Seller.** Seller may not assign any right, title or interest in, to or under this Agreement or any Property Schedule without the prior written consent of the Purchaser.

## **ARTICLE XIII**

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Purchaser to comply with all applicable competitive bidding requirements for the purchase, acquisition, and construction, or installation of the Property, or to pay applicable prevailing wages, or
- (b) Failure by Purchaser to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (c) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time

prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;

- (d) Any statement, representation or warranty made by Purchaser in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (e) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Purchaser is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Purchaser contained in Article VI hereof) Purchaser shall not be in default during the continuance of such inability. The term “force majeure” as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, pandemics, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Purchaser. **Notwithstanding anything in this Agreement to the contrary, an event of Nonrenewal shall not constitute an Event of Default.**

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Seller shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Purchaser, Seller may declare all Lease Payments and other amounts payable by Purchaser thereunder to the end of the then-current Fiscal Year of Purchaser to be due,

including without limitation delinquent Lease Payments under the Property Schedule from prior Fiscal Years, and such amounts shall thereafter bear interest at the rate of 10% per annum, subject to appropriation by Purchaser;

- (b) Seller may terminate the Property Schedule, and by written notice to Purchaser, Seller may accelerate the principal component of all outstanding Lease Payments due or to become due during the then-current Fiscal Year, in which case Purchaser shall pay to Seller such principal component, together with interest thereon from the date of acceleration until so paid at the rate of 10% per annum, subject to appropriation by Purchaser;
- (c) Seller may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Purchaser, at Purchaser's expense, to promptly return any or all of the Property to the possession of Seller at such place within the United States as Seller shall specify, and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State, continuing to hold Purchaser liable for any outstanding Lease Payments due or to become due during the then-current Fiscal Year and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees; or
- (d) Seller may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding anything in this Agreement or any Property Schedule to the contrary, Seller shall have no rights or remedies with respect to Property financed or Lease Payments payable under any Property Schedule unless an Event of Default has also occurred under such Property Schedule.

**13.03 No Remedy Exclusive.** Subject to the limitations set forth in this Agreement and any Property Schedule, no remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Seller to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article. Notwithstanding anything in this Agreement or any Property Schedule to the contrary, except as set forth in Section 13.02(a) and (b), under no circumstances shall the Seller be permitted to accelerate Lease Payments.

**13.04 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of

collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 10% per annum, subject to appropriation by Purchaser.

#### **ARTICLE XIV**

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party).

**14.02 Further Assurances.** Purchaser agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Seller, to perfect, confirm, establish, reestablish, continue, or complete the interests of Seller in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

**14.03 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and permitted assigns.

**14.04 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.05 Waiver of Jury Trials.** Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Seller or Purchaser in the negotiation, administration, performance or enforcement hereof.

**14.06 Amendments, Changes and Modifications.** This Agreement and each outstanding Property Schedule may be amended in writing by Seller and Purchaser.

**14.07 Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.08 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State. If a dispute arises with respect to the provisions of this Master Agreement or the Property Schedule, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

**14.09 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

**SELLER:  
MONTANA BOARD OF  
INVESTMENTS**

**PURCHASER:  
CITY OF BILLINGS, MONTANA**

By: \_\_\_\_\_  
Name: DAN VILLA  
Title: Executive Director

By: \_\_\_\_\_  
Name: William A. Cole  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Name: Denise Bohlman  
Title: City Clerk

**Approved for Legal Content:**

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

**EXHIBIT B**

FORM OF PROPERTY SCHEDULE

**PROPERTY SCHEDULE NO. 1**  
**MASTER LEASE PURCHASE AGREEMENT**

This Property Schedule No. 1 is entered into as of the Commencement Date set forth below, pursuant to that certain Master Lease Purchase Agreement (the “Master Agreement”), dated as of March 29, 2024, between Montana Board of Investments (the “Seller”) and the City of Billings, Montana (the “Purchaser”).

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms used herein but not otherwise defined shall have the meanings provided in the Master Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is March 29, 2024.

3. Term. The Original Term of this Property Schedule commences on the Commencement Date and ends on June 30, 2024. A Renewal Term, if elected by the Purchaser, shall commence on July 1 and end on June 30 of each subsequent year, with the first Renewal Term commencing on July 1, 2024 and ending on June 30, 2025, and the final Renewal Term, if annually continued to be elected by Purchaser, commencing on July 1, 2038 and ending on February 15, 2039.

4. Property Description. The Property subject to this Property Schedule is described in Exhibit 1 hereto, and includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. Purchaser shall not remove such property from the locations set forth in Exhibit 1 without giving prior written notice, including the new location of such property, to Seller.

5. Payment Terms.

Maximum Principal Amount: \$14,690,000. Seller shall disburse the proceeds of this Property Schedule to Purchaser pursuant to a written request for disbursement, as described in the Master Agreement, together with invoices, proof of Seller named as additional insured pursuant to Section 8.02 of the Master Agreement, proof of the UCC filing securing the Seller’s interest in the Property pursuant to Section 7.03 of the Master Agreement, or other documentation of costs incurred in connection with the Property. The Purchaser shall apply all proceeds to the acquisition, construction and installation of the Property.

Lease Payment Dates shall be on February 15 and August 15 of each year with the first Loan Repayment Date determined as follows:

| <u>Date of Draw</u>             | <u>First Loan Repayment Date</u> | <u>Payment Consisting of:</u>            |
|---------------------------------|----------------------------------|------------------------------------------|
| February 15 through April 17    | August 15                        | Principal and Interest                   |
| April 18 through June 16        | August 15                        | Interest only                            |
| June 17 through August 14       | February 15                      | Principal and interest from date of draw |
| August 15 through October 18    | February 15                      | Principal and Interest                   |
| October 19 through December 17  | February 15                      | Interest only                            |
| December 18 through February 14 | August 15                        | Principal and Interest from date of draw |

(b) Purchaser hereby agrees the Lease Payments will be made on each Lease Payment Date to be calculated by the Seller and consisting of the sum of the following items:

(i) Principal in an amount based upon the initial Amortization Schedule, the Amortization Schedule being initially determined utilizing the Initial Interest Rate. Each advance of the principal of the Lease as shown on the Amortization Schedule shall be repaid in semiannual installments on each Lease Payment Date commencing on the first Lease Payment Date following the date thereof and ending on the final maturity date set forth on the Amortization Schedule. Principal payments will not be adjusted but the interest payment will be adjusted.

(ii) Interest for each Adjustment Period at the Variable Rate.

Interest Component: Principal of this Property Schedule shall bear interest from the date each amount of principal is advanced at the rate per annum equal to the Variable Rate (as hereinafter defined), as determined from time to time, for the Term. Until the initial Interest Adjustment Date (as hereinafter defined), the Variable Rate shall be 5.75% per annum. Thereafter, for each Adjustment Period (as hereinafter defined) during the Term, the “Variable Rate” shall be an annual interest rate determined by the Seller, which rate shall equal the rate of interest on the Board of Investments’ Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (INTERCAP Loan Program), Taxable Series 2022, as determined under the resolution authorizing such bond, plus up to an additional 150 basis points (1.50%), as published or posted or otherwise noticed by the Seller following each Interest Adjustment Date.

Interest is calculated on the basis of a 365-day year.

“Adjustment Period” means the period beginning on an Interest Adjustment Date and ending on the date that is the day before the next succeeding Interest Adjustment Date.

“Interest Adjustment Date” means each February 16 during the Term.

Prepayment: Purchaser shall have the option to prepay in whole or in part the Lease Payments due under this Property Schedule at any time and from time to time in accordance with Article XI of the Master Agreement.

Attached hereto as Exhibit 2 is the initial schedule of Lease Payments, based on principal of the Property Schedule advanced on the Commencement Date. A new schedule of Lease Payments shall be calculated within the month following the Interest Adjustment Date, based on the principal amounts advanced under this Property Schedule and the Variable Rate then in effect, with payments due each August 15 and February 15, and such new schedule shall be provided to Purchaser and attached as a replacement Exhibit 2 hereto. In the event of prepayment in part, the Seller shall reamortize the principal amount of the Property Schedule at the then-applicable interest rate and a new Lease Payment Schedule shall be attached as a replacement Exhibit 2 to this Property Schedule.

6. Lease Payments – Funds or Accounts. The Purchaser shall pay the Lease Payments under the Property Schedule by automatic debit from the Purchaser’s Short-Term Investment Pool (“STIP”) account invested by the Seller. The Seller is prohibited from debiting Purchaser’s STIP account for any other purpose, including but not limited to amounts owed pursuant to Sections 8.04, 13.02 or 13.04 of the Master Agreement without written authorization from the City. The Purchaser agrees to keep funds in its STIP account sufficient to pay each Lease Payment for the then-current Fiscal Year; provided that the City has not elected Nonrenewal with respect to this Property Schedule. Notwithstanding anything in this Property Schedule or the Master Agreement to the contrary, upon a Nonrenewal or an Event of Default, the Seller is prohibited from debiting Purchaser’s STIP account with respect to Lease Payments occurring after the end of the then-current Fiscal Year.

7. Opinion. The Opinion of Purchaser’s Counsel is attached as Exhibit 3 hereto.

8. Purchaser’s Certificate. The Purchaser’s Certificate is attached as Exhibit 4 hereto.

9. UCC Financing Statement Language. Attached as Exhibit 5 hereto.

10. Additional Covenants. The parties acknowledge that Purchaser is pursuing historic tax credit investment with respect to the location of the Property (the “City Hall Building”), which is expected to involve additional leases and subleases of the City Hall Building. The Purchaser hereby covenants that it will be the primary lessee of the City Hall Building in any historic tax credit financing structure, unless the Seller approves an alternative structure in writing. Seller agrees to execute and deliver such other and further documents, certificates and agreements, in each case, in form and substance acceptable to Seller, that may be requested by Purchaser in connection with the historic tax credit transaction. The presence of any such additional leases or subleases does not alleviate or

affect Purchaser's payment obligations described in the Master Agreement and this Property Schedule (subject to Section 6.05 of the Master Agreement) or Seller's rights to receipt of payment or rights as a first lienholder.

11. "Permitted Encumbrances" means, with respect to the Property subject to this Property Schedule:

(a) leases and/or subleases of all or any portion of the City Hall Building and/or the Property provided that in accordance with Section 12.01 of the Master Agreement without the prior written consent of the Seller no such assignment by the Purchaser shall relieve the Purchaser from its obligations under the Master Agreement or this Property Schedule;

(b) easements, exceptions or reservations for the joint or common use of all or any portion of the City Hall Building and/or the Property; or

(c) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right, so long as such mechanic's, laborer's, materialmen's, supplier's or vendor's liens are removed within thirty (30) days or are being contested in good faith by the Purchaser.

The presence of any Permitted Encumbrance, as described in this Section 11, does not interfere with or waive any obligation Purchaser has for payment of the amounts agreed to in the Master Agreement or this Property Schedule, subject to the limitations set forth in the Master Agreement and this Property Schedule, including Section 6.05 of the Master Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

**SELLER:**  
**MONTANA BOARD OF**  
**INVESTMENTS**

**PURCHASER:**  
**CITY OF BILLINGS, MONTANA**

By: \_\_\_\_\_  
Name: DAN VILLA  
Title: Executive Director

By: \_\_\_\_\_  
Name: William A. Cole  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Name: Denise Bohlman  
Title: City Clerk

**EXHIBIT 1**  
**Description and Location of Property**

All of the Property is located at 316 North 26<sup>th</sup> Street, Billings, Montana 59101.

PROJECT

BUDGET

**EXHIBIT 2**  
**Schedule of Lease Payments**

**EXHIBIT 3**  
**Opinion of Dorsey & Whitney LLP**

City of Billings  
Billings, Montana

Montana Board of Investments  
Helena, Montana

Re: Master Lease Purchase Agreement  
City of Billings, Montana

Ladies and Gentlemen:

We have acted as special counsel to the City of Billings, Montana (the “City”), in connection with the authorization, execution and delivery by the City of the Master Lease Purchase Agreement, dated as of March 29, 2024 (the “Lease Purchase Agreement”), between the City and Montana Board of Investments (the “Seller”) and Property Schedule No. 1 thereto, dated as of March 29, 2024 (the “Property Schedule”). In that capacity, we have examined executed counterparts, or copies otherwise identified to our satisfaction, of the Lease Purchase Agreement and the Property Schedule, together with certified copies of certain proceedings taken and certain certificates and affidavits furnished by the City in the authorization, execution and delivery of the Lease Purchase Agreement and the Property Schedule, including a certified copy of Resolution No. [\_\_\_\_\_] adopted by the City Council of the City on March 25, 2024. As to questions of fact material to our opinion, we have assumed the authenticity of and relied upon the proceedings, affidavits and certificates furnished to us without undertaking to verify the same by independent investigation. Terms used with initial capital letters but not defined herein have the meanings given to them in the Lease Purchase Agreement.

The lease payments payable by the City under the Property Schedule (the “Lease Payments”) are payable solely from the current revenues of the City which are budgeted and appropriated therefor, subject to annual appropriation in accordance with the provisions of the Lease Purchase Agreement and the Property Schedule. The Lease Purchase Agreement and the Property Schedule are not general obligations of the City and the general credit and taxing powers of the City are not pledged to the payment of the Lease Payments. The Seller is selling to the City certain property and improvements described in the Property Schedule (the “Property”) acquired, constructed or installed or to be acquired, constructed and installed in the new city hall building. The Property Schedule will be in effect for an original term commencing as provided therein and ending on the last day of the City’s current fiscal year. The City has the option to renew the Property Schedule for consecutive additional terms, each commencing on the first day of the City’s immediately succeeding fiscal year and ending on the last day of such fiscal year. The Lease Payments will be payable at such times and in such amounts and will comprise principal payments and interest payments as set forth in the Property Schedule. In the event that the Lease Purchase Agreement and the Property Schedule are not renewed for an

additional term or moneys are not appropriated and provided to pay the Lease Payments due during the next succeeding Renewal Term, the Property Schedule is terminated without penalty or liability on the part of the City to pay any Lease Payments coming due after the fiscal year then in effect, but in such event the City has the obligation to deliver possession of the Property to the Seller at the time and in the manner provided in the Lease Purchase Agreement. In the event the City should renew the Property Schedule for all Renewal Terms and pay all Lease Payments, the rights of the Seller in the Property will be terminated. The City will have an option to prepay all unpaid Lease Payments and terminate the Seller's interest in the Property as set forth in the Lease Purchase Agreement.

From our examination of such proceedings, certificates and affidavits, and on the basis of existing law, it is our opinion that the Lease Purchase Agreement and the Property Schedule are each valid and binding instruments of the City, enforceable against the City in accordance with their respective terms.

The opinions expressed in herein are subject, as to enforceability, to the effect of any applicable state or federal laws relating to bankruptcy, insolvency, reorganization, moratorium or creditors' rights and principles of equity, whether considered at law or in equity.

We express no opinion regarding federal, state or other tax consequences related to the Lease Purchase Agreement or the Property Schedule. We note, however, that the portion of each Lease Payment designated as and comprising interest is included in gross income for federal income tax purposes, is included in Montana taxable income for purposes of the Montana individual income tax and is included in gross income for purposes of the Montana corporate income tax and alternative corporate income tax.

We do not express any opinion as to any laws other than the laws of the State of Montana and federal laws of the United States of America as in effect on the date hereof. We assume no obligation to revise, supplement, or update this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in the laws of the State of Montana or of the United States of America that may occur after the date hereof, including, but not limited to, laws which may have retroactive effect.

We have not been engaged, and have not undertaken, to review the accuracy, completeness or sufficiency of any offering materials relating to the Lease Purchase Agreement or the Property Schedule and, accordingly, we express no opinion with respect thereto.

Very truly yours,

**EXHIBIT 4**  
**Purchaser's Certificate**

Re: **Property Schedule No. 1** to Master Lease Purchase Agreement between the Montana Board of Investments and the City of Billings, Montana.

The undersigned, being the duly elected, qualified and acting City Clerk of the City of Billings, Montana (the "Purchaser") do hereby certify, as of March 29, 2024 as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser held March 25, 2024, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Lease Purchase Agreement (the "Master Agreement") by the following named representatives of Purchaser:

| NAME<br>OF EXECUTING<br>OFFICIAL | TITLE<br>OF EXECUTING<br>OFFICIAL | SIGNATURE<br>OF EXECUTING<br>OFFICIAL |
|----------------------------------|-----------------------------------|---------------------------------------|
| William A. Cole                  | Mayor                             | _____                                 |
| Denise Bohlman                   | City Clerk                        | _____                                 |

2. The above-named representatives of the Purchaser held at the time of such authorization and hold at the present time the respective offices set forth above.

3. The meeting(s) of the governing body of the Purchaser at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the resolution approving the Master Agreement and the Property Schedule and authorizing the execution thereof was approved by a two-thirds vote of the members of the governing body and has not been altered or rescinded. All meetings of the governing body of Purchaser relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Nonrenewal (as such term is defined in the Master Agreement) exists at the date hereof with respect to the Property Schedule.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoy in the delivery of the Master Agreement or the Property Schedule; (b) questioning the authority of Purchaser to execute the

Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

**PURCHASER:  
CITY OF BILLINGS, MONTANA**

By: \_\_\_\_\_  
Name: Denise Bohlman  
Title: City Clerk

**EXHIBIT 5**  
**Language for UCC Financing Statements**

SECURED PARTY:           Montana Board of Investments  
DEBTOR:                    City of Billings, Montana

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the property and improvements purchased by Debtor under Property Schedule No. 1 dated March 29, 2024 to that certain Master Lease Purchase Agreement dated as of March 29, 2024, in each case between Debtor, as Purchaser, and Secured Party, as Seller, together with all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all property and improvements described on Exhibit A attached hereto and made a part hereof.

EXHIBIT A

All of the Property is located at 316 North 26<sup>th</sup> Street, Billings, Montana 59101.

PROJECT

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Non-Commercial Aviation Ground Lease with Agri Systems  
**Presented by:** Jeff Roach  
**Department:** Airport  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council approve the Non-Commercial Aviation Ground Lease with Agri Systems beginning March 1, 2024 and ending on February 29, 2044.

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

Agri Systems has been an Airport tenant since 2002, when the company leased a parcel on the west end to build its first hangar at the Airport. The lease on that parcel was recently renewed after the initial term expired, for a new ten-year term, and approved by the City Council in March 2022. Agri Systems now desires to build another hangar. Staff worked with Agri Systems on a new lease for a 15,360 square foot parcel on which to build a new 60 ft. by 70 ft. hangar. This parcel is located at 2447 Overlook Drive and completes infill development of that row of hangar developments. The parcel is the last developable parcel in that specific hangar area, and was selected due to Agri Systems desire for water/sewer connectivity. The new Non-Commercial Ground Lease has a twenty-year term beginning March 1, 2024 and ending on February 29, 2044.

**ALTERNATIVES**

City Council may:

- Approve the Non-Commercial Aviation Ground Lease with Agri Systems, or
- Not approve Non-Commercial Aviation Ground Lease with Agri Systems.

**FISCAL EFFECTS**

The initial ground rental rate is \$0.34/square foot per year. The Lease will generate \$5,222.40 in its first year. The initial rental rate in subsequent years will be adjusted on an annual basis on the anniversary date, using the average of the monthly percentage increases for the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.

---

**Attachments**

Agri Systems Lease

1 NON-COMMERCIAL AVIATION GROUND LEASE

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

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

7 and

8 AGRI SYSTEMS, hereinafter  
9 designated "Lessee"

10 WITNESSETH

11 RECITALS

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

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

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

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

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

1 ARTICLE I

2 PREMISES AND PRIVILEGES

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

6 Main Parcel – 2447 Overlook Drive

7 Commencing at the Northeast Corner of Section 25, T. 1 N., R. 25 E., P.M.M.  
8 Yellowstone County, Montana; thence from said point S 02°02'23" W a  
9 distance of 3,190.94 feet to the Point of Beginning; thence S 00°51'00" E a  
10 distance of 80.00 feet; thence S 89°08'16" W a distance of 192.00 feet; thence  
11 N 00°51'00" W a distance of 80.00 feet; thence N 89°08'16" E a distance of  
12 192.00 feet to the Point of Beginning.

13 Said parcel containing 15,360.00 square feet.

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

16 B. Construction of Improvements. Lessee may construct a hangar building not to  
17 exceed 60 ft. x 70 ft. on the aforementioned parcel of land pursuant to the submitted and approved  
18 plans, and by reference specifically made a part of this Lease as "Exhibit B". Necessary ramps,  
19 parking, and hangar entrance taxiways shall also be constructed by Lessee. The construction of the  
20 facilities shown on the "Exhibit B" building plans shall be completed within twenty-four (24) months  
21 of the signing of this Lease. Failure to complete the structure during said period shall constitute a  
22 default. If this default occurs, this Lease is canceled immediately and control of the premises reverts  
23 to the Lessor.  
24

1 C. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the  
2 following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and  
3 covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances,  
4 rules and regulations as now or may hereafter have application at the Airport.

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

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

16 D. Specific Privileges, Uses, and Rights. In addition to the general privileges,  
17 uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to  
18 Lessee and its sublessees the right to engage in non-commercial aviation activity on the premises as  
19 defined in subparagraphs 1 through 5 below, subject to the conditions and covenants hereafter set out:  
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21 1) The maintenance, storing, and servicing of aircraft, which shall include  
22 minor repairs, inspection, and licensing of same, and the purchase of parts, equipment,  
23 and accessories therefore.

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

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

3 4) The maintenance of an office on the premises necessary for the conduct  
4 of the activities defined herein.

5 5) The aforementioned rights shall apply to the persons, firms, or  
6 corporations having actual possession and occupancy and use of the leasehold  
7 structures described herein, and the agents, employees, and invitees of such persons,  
8 firms, or corporations.

9 D. Concessions, Services, Activities, and Uses Excluded. The following  
10 concessions, services, activities, and uses, and the establishment thereof shall be specifically excluded  
11 from this Lease:

12 1) Ground and air transportation for hire.

13 2) Vehicle or equipment rental services.

14 3) Food sales (except the sale of tobacco, confections, and refreshments  
15 through coin-operated vending machines).

16 4) News and sundry sales.

17 5) Barber, valet, and personal services.

18 6) Fuel sales (aircraft or vehicle).

19 7) On- site fuel storage and fuel storage facilities, including fueling vehicle  
20 parking.  
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8) The buying and selling of aircraft, parts and accessories therefore, and aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except for use in Lessee's own aircraft or operations.

9) Flight schools and flight instruction, except that Lessee or Lessee's Chief Pilot shall have the right to give private instructions to Lessee's employees.

10) Aircraft repair and servicing, except on Lessee's or sublessee's own aircraft.

11) Storage of vehicles, campers, boats, trailers, motor homes, or other recreational vehicles, or parts and accessories for such.

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

13) Storage of any household items.

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

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

16) Off-premise parking.

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

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

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

7 F. Access/Inspection by Lessor. Lessee shall allow the Lessor's authorized  
8 representatives access to the Premises at all reasonable hours, for the purpose of examining and  
9 inspecting the same to determine Lessee's compliance with its obligations under this Lease and for  
10 purposes necessary, incidental to or connected with the performance of the Lessor's obligations  
11 hereunder, or in the exercise of the Lessor's governmental functions. In the event of any emergency,  
12 the Lessor or its representatives shall have the right to take such action at the Premises as they deem  
13 necessary for the protection of persons or property.

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15 ARTICLE II

16 TERM OF LEASE

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

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

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

8 ARTICLE III

9 RENTAL AND FEES

10 A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall  
11 pay to Lessor \$0.34 per square foot per annum for all ground included in this Lease for an initial  
12 annual rental of \$5,222.40. Said rental shall commence upon Lessor's approval of this Lease and shall  
13 be payable either annually in full or monthly in advance, without billing, on the first day of each  
14 month in an amount equal to one-twelfth of the annual rental, or initially \$435.20 per month.

15 B. Interest Penalty. Without waiving any other right or action available to the  
16 Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or  
17 charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent  
18 (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in full.

19 Said interest shall not apply with respect to items being contested in good faith by Lessee and which  
20 are resolved in Lessee's favor.

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

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

#### 16 OBLIGATIONS OF LESSOR

17 A. Lessor Warranties. Lessor warrants all things have happened and have been  
18 done to make its granting of said Lease effective and that Lessee shall have peaceful possession and  
19 quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's  
20 covenants herein.

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

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

8 ARTICLE V

9 OBLIGATIONS OF LESSEE

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

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

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

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

15 E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and  
16 proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other  
17 refuse occurring as a result of Lessee's occupancy and use of the premises. Lessee shall provide and  
18 use Lessor-approved receptacles for all garbage, trash and other refuse and shall place them on the  
19 premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels,  
20 pallets, crates, or other similar items in an unsightly or unsafe manner, or open storage of materials,  
21 personal property, salvage, unused or surplus equipment, junk, or refuse on or about the premises, is  
22 forbidden. All disposal and removal costs shall be paid by the Lessee.  
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2 F. Signs. Lessee shall not maintain any billboards or advertising signs on the  
3 premises; provided, however, that Lessee may maintain on the outside of its buildings its name(s) or  
4 signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

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

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

6 ARTICLE VI

7 INSURANCE AND INDEMNIFICATION

8 A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives,  
9 and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and  
10 agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all  
11 parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It  
12 is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any  
13 improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall  
14 indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents,  
15 representatives, and employees from any and all losses that may result to the Lessor and Lessor's  
16 officers, directors, agents, representatives, and employees because of any negligence, act, or omission  
17 on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor  
18 against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the  
19 premises.  
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21 Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal  
22 injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire,  
23 earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,  
24 aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or

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2 negligence of Lessor, its officers, directors, agents, representatives, or employees.

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

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

21           2)     Commercial General Liability Insurance. Commercial General Liability  
22 Insurance on a standard occurrence form, providing coverage for personal injury, bodily injury,  
23 death, and property damage, in amounts not less than \$1,500,000 per occurrence; \$3,000,000  
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2 General Aggregate; the General Aggregate shall apply separately to each location. The  
3 required limits may be provided by a combination of Commercial General Liability Insurance  
4 and Excess or Commercial Umbrella Liability Insurance. The commercial general liability  
5 policy shall be endorsed to name the City of Billings, and City's officers, directors, agents,  
6 representatives, and employees as a **PRIMARY ADDITIONAL INSURED**. The City of  
7 Billings' general liability policy will be excess and noncontributory. The policy shall be  
8 endorsed to include a written waiver of insurer's right to subrogate against the City.

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

## 14 ARTICLE VII

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

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

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

3                   In addition, Lessee has the right to remove, at Lessee's expense, all buildings  
4 and other structures owned by Lessee located upon the premises within thirty (30) calendar days upon  
5 the termination of this Lease. Lessee shall remove from the premises all debris resulting from the  
6 removal of the building or structures, and Lessee shall generally leave the premises in a clean and  
7 orderly condition acceptable to the Lessor.

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

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

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

- 21                             1)     The permanent abandonment of the Airport as an Air Terminal.  
22                             2)     The lawful assumption of the United States Government or any other  
23 authorized agency thereof, of the operation, control or use of the Airport, or any  
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2 substantial part or parts thereof, in such a manner that substantially restricts Lessee for  
3 a period of at least ninety (90) calendar days from operating in a normal manner.

4 3) Issuance by any court of competent jurisdiction of an injunction in any  
5 way preventing or restraining the use of the Airport, and the remaining in force of such  
6 injunction for a period of at least ninety (90) calendar days.

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

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

16 C. Cancellation by Lessor.

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

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

22 b) File a voluntary petition of bankruptcy.  
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2 c) Make a general assignment for the benefit of creditors.

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

7 2) In the event of termination because of the happening of any of the  
8 previously mentioned events, Lessor may take immediate possession of the premises  
9 and remove Lessee's effects, without being deemed guilty of trespassing. Upon said  
10 entry, this Lease shall terminate.

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

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

20 E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to  
21 sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same  
22 purpose established in Article I, Paragraph D., provided written approval of the Lessor is obtained  
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2 prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor reserves the  
3 right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or  
4 transfer shall be subject to the same conditions, obligations, and terms as set forth herein and as may  
5 be subsequently amended, and Lessee shall be responsible for the observance by its tenants and  
6 sublessees for the terms and covenants of this Lease, and any subsequent lease amendments. Lessee  
7 shall provide Lessor with a copy of any sublease or rental agreement they have on the Lessee's  
8 leasehold.  
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## 10 ARTICLE VIII

### 11 NONDISCRIMINATION

12 A. General. In the use and occupation of the Airport, Lessee shall not discriminate  
13 against any person or class of persons by reason of race, color, religion, sex, national origin or  
14 ancestry, age, or disability. Additionally, for the services provided during the use and occupation of  
15 the Airport, Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to  
16 all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service,  
17 provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates,  
18 or other similar types of price reductions to volume purchasers.  
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20 B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall  
21 not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,  
22 discriminate or permit discrimination against any person or group of persons in any manner prohibited  
23 by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the  
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2 Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as  
3 may be applicable.

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

14           C.     Lessee, for itself, its heirs, personal representatives, successors in interest, and  
15 assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant  
16 running with the land that, in the event improvements are constructed, maintained, or otherwise  
17 operated on the Airport for a purpose for which a United States Department of Transportation program  
18 or activity is extended or for another purpose involving the provision of similar services or benefits.  
19 Lessee shall maintain and operate such improvements and services in compliance with all other  
20 requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs  
21 of the Department of Transportation), as said regulations may be amended.  
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2 D. Lessee, for itself, its heirs, personal representatives, successors in interest, and  
3 assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant  
4 running with the land that:

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

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

12 3) Lessee shall use the facilities in compliance with all other requirements  
13 imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted  
14 Programs of the Department of Transportation), as said regulations may be amended.  
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16 Lessee assures that it will undertake an affirmative action program as required  
17 by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex,  
18 national origin or ancestry, age, or disability shall be excluded from participating in any employment  
19 activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any  
20 applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from  
21 participating in or receiving the services or benefits of any program or activity covered by this  
22 Article VIII.  
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2 E. During the performance of this Lease, the Lessee, for itself, its assignees, and  
3 successors in interest, agrees to comply with the following nondiscrimination statutes and authorities,  
4 including, but not limited to:

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

7 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of  
8 the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of  
9 1964);

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

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

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

18 6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471,  
19 § 47123) as amended (prohibits discrimination based on race, creed, color, national  
20 origin, or sex);

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

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

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

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

19 11) Executive Order 13166, Improving Access to Services for Persons with  
20 Limited English Proficiency (LEP), and resulting agency guidance, national origin  
21 discrimination includes discrimination because of LEP. To ensure compliance with  
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1  
2 Title VI, you must take reasonable steps to ensure that LEP persons have meaningful  
3 access to your programs (70 Federal Regulations at 74087 – 74100);

4 12) Title IX of the Education Amendments of 1972, as amended, which  
5 prohibits you from discriminating because of sex in education programs or activities  
6 (20 U.S.C. 1681 *et seq.*).

7 ARTICLE IX

8 GENERAL PROVISIONS

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

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

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

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Notwithstanding any other prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease, only with Lessor's prior written consent. Any mortgagee or beneficiary shall have the right to cure any default on the part of Lessee in the payment of rent hereunder and, in the event of default, to assume the Lessee's position under this Lease. Lessor, in no event, shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the mortgagor or beneficiary will seek no monetary judgment against Lessor. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified mail (a) a copy of each notice of indebtedness, any breach of covenant, default, or foreclosure given to the Lessee by the holder or the trustee under such mortgage or

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deed of trust, and (b) a copy of a release of any mortgage or deed of trust upon satisfaction of such.

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

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

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

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

4 Director of Aviation and Transit  
5 Billings Logan International Airport  
6 1901 Terminal Circle, Room 216  
7 Billings, MT 59105

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

9 Robert Hamlin  
10 Agri Systems  
11 1300 Minnesota Avenue  
12 Billings, MT 59101  
13 Telephone: O: (406) 245-6231  
14 C: (406) 670-9879  
15 F: (406) 245-6236  
16 E-mail: rhamlin@asi-industrial.com

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

18 I. Successors and Assigns. All of the terms, covenants, and agreements herein  
19 contained, or as subsequently amended from time to time, shall be binding upon and shall inure to the  
20 benefit of successors, assignees, and sublessees of the respective parties hereto.  
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IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the parties hereto as of the date indicated below.

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

ATTEST:

CITY OF BILLINGS

BY \_\_\_\_\_  
CITY CLERK

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

APPROVED AS TO FORM

AGRI SYSTEMS

BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
ROBERT HAMLIN

TAXIWAY "H"

PROPOSED LEASE

AGRI SYSTEMS

BAG BILLINGS  
LLC

SIX ROMEO MIKE, LLC

B & J  
PROPERTIES

BVDS, INC.

LARSON FAMILY  
PROPERTIES

ASJS AIRCRAFT  
SERVICES

USDA WILDLIFE  
SERVICE (GSA)

BILLINGS FLYING  
SERVICE, INC.

USDA-WS

AERO INTERIORS

BILLINGS CLINIC

BILLINGS CLINIC

AGRI SYSTEMS

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SCALE 1"=100'

# AGRI SYSTEMS LEASE

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 1 of 3

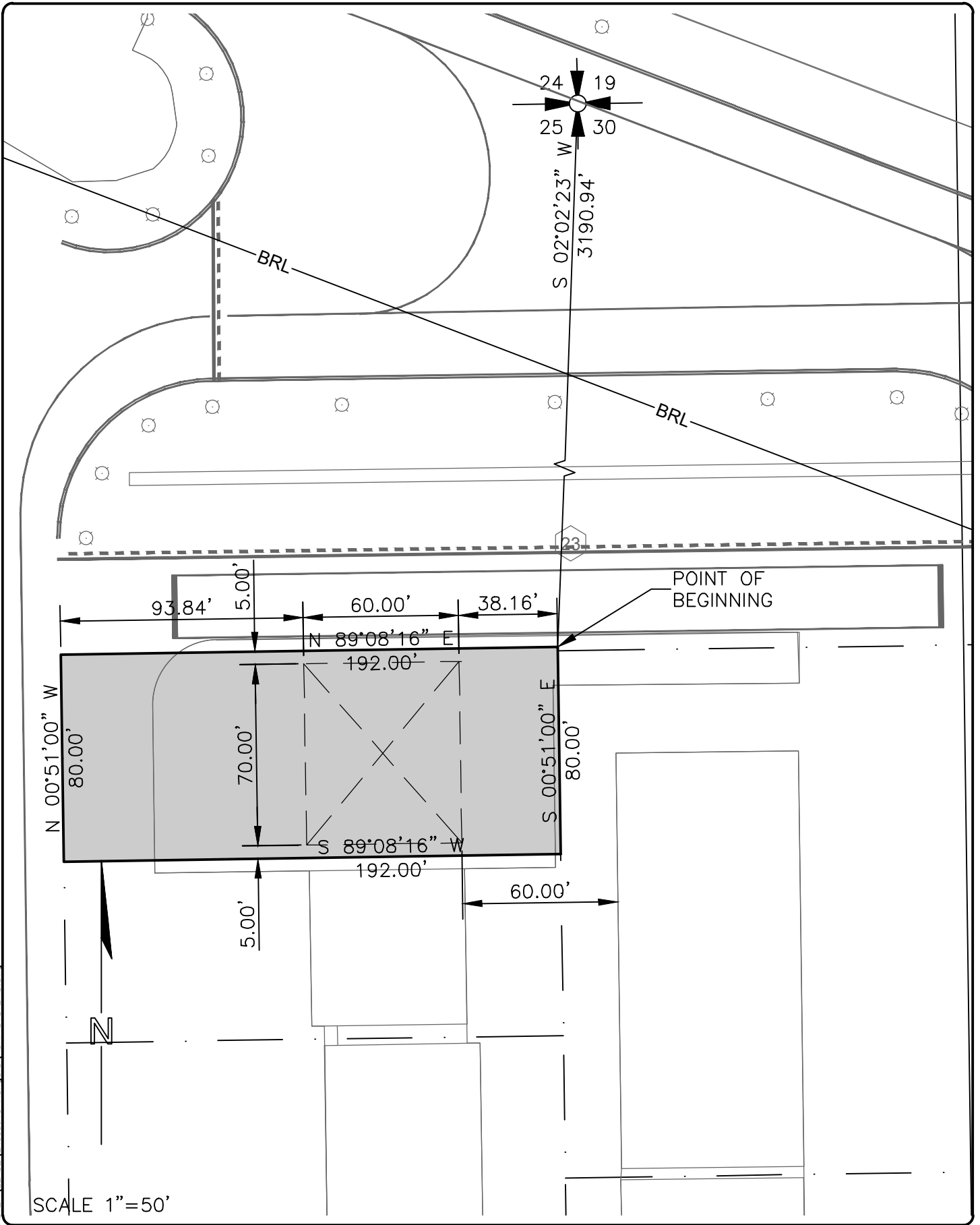


315 N. 25th Street, Suite 102  
Billings, MT 59101  
Phone: 406.656.6000  
Fax: 406.237.1201

ISSUE DATE: FEBRUARY 2024

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SCALE 1"=50'

# AGRI SYSTEMS LEASE

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 2 of 3



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

ISSUE DATE: FEBRUARY 2024

# DESCRIPTION

Commencing at the Northeast Corner of Section 25, T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, S 02°02'23" W a distance of 3190.94 feet to the Point of Beginning; thence S 00°51'00" E a distance of 80.00 feet; thence S 89°08'16" W a distance of 192.00 feet; thence N 00°51'00" W a distance of 80.00 feet; thence N 89°08'16" E a distance of 192.00 feet to the Point of Beginning.

Said Parcel containing 15,360.00 square feet.

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## AGRI SYSTEMS LEASE

AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 3 of 3



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

ISSUE DATE: FEBRUARY 2024

**City Council Regular**

**Date:** 03/25/2024  
**Title:** W.O. 19-42: West End Water Treatment Plant Project, Amendment No. 5  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that the City Council approve Amendment No. 5 to the City's professional engineering services contract with Burns & McDonnell Engineering Company, Inc. (BMCD) for W.O. 19-42: West End Water Treatment Plant Project in the amount of \$5,397,113.

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

When using a General Contractor/Construction Manager (GC/CM) delivery method, an initial contract is put in place and then contract amendments are used to add scope when the details of the design and construction become known as the project progresses. To date, there have been four contract amendments for this project.

In August 2019, City Council approved an \$883,732 contract with BMCD for the preliminary design of the WEWTP. In April 2021, Council approved \$3,778,342 contract Amendment No. 1 to complete the final design of the WEWTP and the transmission main to connect the WEWTP to the distribution system. Amendment No. 2 for \$69,278 was approved by Council in August 2021 to complete the final design of a portion of the Hesper Road gravity sewer extension and the final design of a sewer lift station and force main to serve the WEWTP. Council approved Amendment No. 3 for \$306,720 in February 2023 for additional survey and geotechnical work, value engineering, Hesper sewer bidding services, rate escalation and membrane filter procurement and submittal review. Amendment No. 4 for \$347,957 was approved by Council in August 2023 to implement additional design changes that reduced project cost and wetlands impact, to add bidding services for the Zone 3 water line, and to extend coordination with the GC/CM (Dick Anderson Construction) through February 2024.

Amendment No. 5 would add the following Construction Phase Scope of Work totaling \$5,397,113:

- Construction Contract Administration to include: running progress meetings; making periodic site visits; responding to RFIs; reviewing and approving submittals; processing contingency use requests, field change directives, engineer's orders and change orders; preparing invoices; and completing and following-up on substantial and final completion punchlists.
- Resident Project Representative and start-up services to include a full-time RPR, start-up assistance and equipment operations and training.
- Producing conforming to construction records (as-builts) and project closeout.

**ALTERNATIVES**

City Council may:

- Approve Contract Amendment No. 5 with Burns & McDonnell Engineering; or
- Not approve Contract Amendment No. 5. If this project is not completed, the City will be unable to proceed with the plans needed to provide for the future drinking water capacity needs of City of Billings residents.

**FISCAL EFFECTS**

|                                          |                     |
|------------------------------------------|---------------------|
| Original Contract                        | \$883,732           |
| Previous Contract Amendments 1 through 4 | \$5,386,029         |
| This Amendment                           | \$5,397,113         |
| <b>Contract Total</b>                    | <b>\$10,783,142</b> |

Water funds budgeted in FY24 are adequate and will be used for this project amendment.

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**Attachments**

WO1942 WEWTP PES Contract Amend#5

**AMENDMENT NO. 5**  
**TO**  
**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**  
**W.O. 19-42**  
**WEST END WATER TREATMENT PLANT PROJECT**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,  
Billings, Montana 59103,  
Hereinafter designated the City

and

Burns & McDonnell Engineering Company, Inc.  
9785 Maroon Circle, Suite 400  
Centennial, CO 80112  
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated August 26, 2019, for Contractor to provide engineering services to the City for Work Order 19-42 West End Water Treatment Plant Project, and;

WHEREAS, the City has need for additional engineering services, and;

WHEREAS, the City has authority to contract for consulting engineering services, and;

WHEREAS, the Contractor represents that he is qualified to perform such services, is in compliance with Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the City;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

*Appendix A, Section 3.* Include the attached Construction Phase Scope of Work additions based on a total project duration of 40 months:

- Construction Administration to include: running progress meetings; making periodic site visits; responding to RFIs; reviewing and approving Submittals; processing Contingency Use Requests, Field Change Directives, Engineer's Orders and Change Orders; preparing invoices; completing and following-up on substantial and final completion punchlists.
- Resident Project Representative and Start-Up Services to include a full time RPR (33 months), start-up assistance and equipment operations and training.
- Producing Conforming to Construction Records (As-Builts) and Project Closeout.

*Appendix B, Section 1, Paragraph A.* replace with the following:

ORIGINAL CONTRACT (August 26, 2019)

|                                             |           |
|---------------------------------------------|-----------|
| 1. Task Series 100-800 – Preliminary Design | \$883,732 |
|---------------------------------------------|-----------|

AMENDMENT NO. 1 (April 26, 2021)

|                                                       |                  |
|-------------------------------------------------------|------------------|
| 2. Task Series 1000 – Meetings and Project Management | \$444,614        |
| 3. Task Series 1100 – 30% Design                      | \$572,386        |
| 4. Task Series 1200 – CM/GC Selection                 | \$35,850         |
| 5. Task Series 1300 – Work Package 1                  | \$915,901        |
| 6. Task Series 1400 – Work Package 2                  | \$1,244,726      |
| 7. Task Series 1500 – Permitting                      | \$64,344         |
| 8. Task Series 1600 – Issued for Construction         | <u>\$153,058</u> |
| WATER TREATMENT PLANT PROJECT TOTAL                   | \$3,430,879      |
| 9. Task Series 1700 – Pipelines Design                | <u>\$347,463</u> |
| TOTAL, Amendment No. 1                                | \$3,778,342      |

AMENDMENT NO. 2 (August 27, 2021)

|                                                |                |
|------------------------------------------------|----------------|
| 10. Task Series 1400 – Work Package 2          | \$58,237       |
| 11. Task Series 1500 – Permitting              | \$3,836        |
| 12. Task Series 1600 – Issued for Construction | <u>\$7,205</u> |
| TOTAL, Amendment No. 2                         | \$69,278       |

AMENDMENT NO. 3 (March 2, 2023)

|                                                    |                 |
|----------------------------------------------------|-----------------|
| A. Bidding services: Sanitary sewer mains          | \$15,015        |
| B. Membrane filter procurement & submittal review: | \$79,869        |
| C. Rate escalation                                 | \$87,506        |
| D. Value engineering design efforts                | \$76,309        |
| E. Survey & Geotech for new WEWTP Site             | <u>\$48,021</u> |
| TOTAL, Amendment No. 3                             | \$306,720       |

AMENDMENT NO. 4 (August 25, 2023)

|                                                                |                  |
|----------------------------------------------------------------|------------------|
| 13. Task Series 1800 – Design Scope Services                   | \$129,163        |
| 14. Task Series 1900 – Meetings and Early Construction Support | <u>\$218,794</u> |
| TOTAL, Amendment No. 4                                         | \$347,957        |

**AMENDMENT NO. 5**

|                                                             |                    |
|-------------------------------------------------------------|--------------------|
| 15. Task Series 3000 – Construction Administration Services | \$2,858,440        |
| 16. Task Series 3100 – RPR and Start-Up Services            | \$2,303,544        |
| 17. Task Series 3200 – Conforming to Construction Records   | <u>\$235,129</u>   |
| <b>TOTAL, Amendment No. 5</b>                               | <b>\$5,397,113</b> |

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

CONSULTANT

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

CITY OF BILLINGS, MONTANA

BY: \_\_\_\_\_

Mayor

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

## **Basic Services of Engineer, Amendment No 5. City of Billings W.O. 19-42, West End Water Treatment Plant Project**

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### **Scope of Services**

The following tasks summarize the scope of services for construction phase services for the West End Water Treatment Plant. The Zone 3 Pipeline construction phase services will be included in a separate amendment.

### **TASK 3000 SERIES - CONSTRUCTION ADMINISTRATION SERVICES**

The Scope of Services described herein represents the Engineer's professional engineering activities necessary for engineering services during construction and post-construction activities. Engineer's construction administration services will in no way relieve the City's Contractor(s) of their obligations for complete compliance with the drawings and specifications. Engineer shall not make exhaustive or continuous on-site assessments to check the quality or quantity of such work. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of Contractor, or for their safety precautions and programs incident to their work. Engineer shall not be responsible for the failure of Contractor to perform the work in accordance with their Contract Documents. Notwithstanding the foregoing, if Engineer becomes aware of any deficiencies or defects in the work, or any lack of conformity of the work to the drawings and specifications, Engineer will bring such deficiencies, defects, or lack of conformity to Owner's attention.

Insofar as job site safety is concerned, Engineer is only responsible for its employees' activities on the job site, and this shall not be construed to relieve Owner or any Contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Engineer, nor presence of Engineer or its employees and subcontractors shall be construed to imply Engineer has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site. Owner agrees that the Contractors are solely responsible for job site safety, and this intent shall be made evident in Owner's agreement with all Contractors. Owner and Engineer shall be made additional insureds under the Contractors' general liability insurance policy.

Engineer will not be a party to any construction contract and all authority and responsibility to stop work belongs to the Owner. Engineer shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an arbitrator or interpreter of the design documents; provided, however, that all interpretations and decisions of Engineer shall be consistent with the intent of, and reasonably inferable from, the design documents and shall be in writing or in the form of drawings.

By recommending any payment to others, Engineer will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Engineer to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that Engineer has made an examination to ascertain how or for what purposes any person(s) has used the

moneys paid on account, or that title to any of work, materials or equipment has passed to the Owner free and clear of any lien, claims, security interests or encumbrances, or that others have completed their work exactly in accordance with the Contract Documents. Notwithstanding the foregoing, it is agreed that, by recommending any payment to others, Engineer does thereby represent that, based on Engineer's evaluation of the work and the data comprising the Contractor's Application for Payment, that, to the best of Engineer's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the design documents, that the Contractor is entitled to payment in the amount certified by Contractor, and that Engineer knows of no legitimate reason that such payment or any part thereof may or should be withheld.

#### Task 3001 – Overall Project and Construction Administration

This task includes office administrative tasks to be performed throughout the construction phase including:

- Receive and review submittals provided by the Contractor in accordance with the Issued for Construction design documents. Maintain and transmit reviewed documents to the City and copy the City's project manager with test results.
- Provide the City's project manager with observations regarding defects or deficiencies in the Contractor's work relating to compliance with Issued for Construction design documents.
- Preparation of Engineer's monthly invoices and cover sheet.

The total construction phase for this project is anticipated to be 40 months in duration. If the Contractor's approach to the project requires more than 40 months to complete, the additional work related to this task shall be considered as additional services.

#### Task 3002 – Pre-Construction Conference

Engineer will prepare the pre-construction conference agenda, attend and run the meeting, and take, prepare, and distribute meeting minutes. It is anticipated that the pre-construction meeting will be in-person and attended by the City, the Contractor's project manager and the Engineer's project manager, process engineer, and resident project representative.

#### Task 3003 – Construction Progress Meetings

Engineer will prepare the meeting agendas, attend and run the meetings, and take, prepare, and distribute minutes for a 174 week construction period on a weekly basis. It is anticipated that the construction meetings will be attended by the City's project manager, the Contractor's project manager, the Engineer's project manager, the Engineer's project engineer, and the Engineer's resident project representative. The Engineer's project manager will attend 25% of the meetings in-person and 75% remotely. The Engineer's resident project representative will attend the meetings in-person. The level of effort assumes that every other meeting may also be attended by a support discipline remotely. The resident project representative hours are included in Task 3101. Labor assumptions for project manager, project engineer, and support disciplines are a total of six and a half (6.5) hours per meeting. Labor assumptions assume that the in-person meetings for the project manager will coincide with Task 3004.

#### Task 3004 – Periodic Site visits by Project Manager or Project Engineer

This includes one (1) site visit per month for one (1) discipline engineer, one (1) site visit per month for the project manager and two (2) site visits per month for the project engineer for a 174 week construction period. Each site visit is assumed to be twelve (12) hours in duration, including travel.

Task 3005 – Answer Contractor’s Question through written RFI process

Engineer will provide formal responses to RFI’s to the Contractor and the City. This includes written response to 160 RFI’s with a review, determination, and response time of approximately four (4) hours per RFI.

Task 3006 – Submittal and Resubmittal Reviews

Engineer will review material submittals for the project and provide a response and status for each submittal. Engineer expects approximately 400 different submittals from the Contractor. It is assumed that each submittal will require an average of three (3) hours review and response time for the first submittal and one (1) hours for resubmittals (two resubmittal per submittal).

Task 3007 – Contingency Use Requests, Field Change Directives, Engineers Orders, and Change Order Preparation for Owner Approval and Execution

At the request of the City’s project manager, Engineer will review Contractor’s requests for work change directives and change orders and provide a summary of their review and/or recommendations to the City. The Engineer’s review will be focused on whether or not the scope associated with the change order should have been originally contemplated and included in the Contractor’s price. This task assumes ten (10) change orders, forty (40) contingency use requests, and twenty (20) engineers’ orders at an average review and response time of fifteen (15) hours per order.

Task 3008 – Substantial Completion Inspection and Punchlist

Engineer will participate in the field walks of the site with the City and the Contractor. Engineer will generate a punchlist of incomplete and construction items to correct in the field and prepare the substantial completion letter with final completion requirements outlined. The fee assumes twelve (12) hours each for four (4) discipline engineers, the project engineer, and the project manager to perform the inspections. The task also includes punch list preparations, and certificates of substantial completion.

Task 3009 – Final Completion Inspection and Punchlist

Once the Contractor has indicated that they have corrected the punchlist items, a final field visit will be conducted to confirm that the work is complete. Based on the findings, final punch list letters of completion will be prepared and submitted. The fee assumes two (2) discipline engineers, the project engineer, and the project manager each require twelve (12) hours to perform the final inspection and develop final completion letter.

**TASK 3100 SERIES - RESIDENT PROJECT REPRESENTATIVE AND START-UP SERVICES**

Provide a full time Resident project representative as indicated below:

### Task 3101 – Full-Time Resident Project Representative

Engineer will provide a resident project representative to observe and record the construction progress and quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents. The resident project representative will be on site for 33 months of the construction period. It is assumed the RPR will be on-site for 9 hours a day, 5 days a week for 75% of the project. For the remaining 25% of the project, it is assumed the RPR will be on-site for 8 hours a day, 6 days a week. The construction period assumes 6,543 hours.

The resident project representative will:

- Provide observation of construction progress and of the quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents.
- Examine and review delivered and on-site materials for conformance with the design documents and approved submittals.
- Prepare and submit daily construction observation reports to the City on a weekly basis.
- Provide construction photos of construction activities.
- Conduct weekly progress meetings, provide meeting agendas, and take and distribute meeting minutes.
- Participate with Contractor and Owner regarding start-up, testing, and commissioning. The Contractor will be responsible for start-up, testing, and commissioning.
- Report to Project Engineer, opinions and suggestions based on observations regarding defects or deficiencies in the work and compliance with drawings and specifications.
- Advise Project Engineer and Contractor immediately of any work requiring shop drawing review prior to work commencement.
- Observe and document differing subsurface and physical conditions encountered.
- Review Contractor's construction schedule for conformance with milestones, and other project requirements.
- Observe onsite quality assurance testing and maintain copies of testing results on site.
- Review as-built construction mark-ups on a weekly basis to observe if contractor is accurately documenting field changes to the work in a common set of drawings/specifications.
- Conduct special inspections of the following:
  - Reinforced steel
  - Anchors cast in concrete
  - Anchors post installed in concrete
  - Concrete mix design
  - Concrete placement
  - Inspection of formwork
- The following special inspections will be provided by the Contractor and are not the responsibility of Engineer:
  - Fabricate specimens for strength, perform slump, air content and temperature.
  - Verification and inspection of soils by the geotech.
  - Verification of f'm
  - Verifications of grout and mortar are in compliance with the specifications
  - Structural steel welding

#### Task 3102 – Pre-Start-Up Workshop:

To aid in the start-up planning, the project manager and project engineer will conduct a pre-start-up planning workshop with the Owner and Contractor prior to introducing water into each process at the facility.

#### Task 3103 – Start-up Assistance

This task includes assisting City staff and the Contractor in starting up the treatment facility. It is assumed that this task will involve reviewing the Contractor's procedures for bringing the facility online. Labor assumptions for this task includes twelve weeks of start-up assistance, broken into twelve trips each of a one-week duration. It is assumed the process engineer will attend all the visits and half of the visits will include the project manager or the electrical engineer.

#### Task 3104 – Equipment Operations Training:

Equipment training requirements shall be included within the contract documents. The Contractor shall be responsible for ensuring that equipment vendors complete the training requirements as outlined in the contract documents.

### **TASK 3200 SERIES - CONFORMING TO CONSTRUCTION RECORDS**

#### Task 3201 – Prepare and Furnish Conforming to Construction Records:

Following the construction of the West End Water Treatment Plant, and prior to recommendation of the final payment to the Contractor, the Contractor will be required to provide a complete set of red lined drawings indicating any changes that took place in the field during construction of the project.

Burns & McDonnell will prepare conforming to construction drawings from the Contractor supplied redlines. A hard copy, pdf copy, point files and/or AutoCAD files of the information will be provided to the City.

#### Task 3202 – Project Closeout

This task includes provisions for the project manager to close out each projects documentation. This task will be conducted in the office and will include final coordination with the Contractor, punch list items, final payment, conforming to construction drawings, and other documents required by the contract documents for final completion and final payment.

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Purchase of Residential Refuse Carts for Solid Waste  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the annual purchase of residential refuse carts from Sierra Container Group for an amount not to exceed \$400,000.

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

The Public Works Solid Waste Division delivers and maintains carts used for residential trash and yard waste programs within city limits. Carts are needed for new services and to replace carts that are unable to be repaired. Staff is recommending procurement of the containers using a cooperative purchasing agreement (Sourcewell). Approximately eight loads of containers will be needed throughout the year. This is an increase of two loads from previous years due to an increase in the number of yard waste carts that are being requested by residents and the addition of 64-gallon carts. Staff expect this expenditure to continue yearly as the city continues to grow, and new neighborhoods come online.

**ALTERNATIVES**

City Council may:

- Approve the contract for the purchase of 95-gallon trash, 64-gallon trash, and 95-gallon yard waste residential refuse carts using a cooperative purchasing agreement in an amount not to exceed \$400,000; or,
- Not approve the contract. If not approved, new customers cannot be served and old/broken containers cannot be replaced.

**FISCAL EFFECTS**

Containers can be purchased cost-effectively through the cooperative purchasing agreement with Sourcewell. Under the old contract, 96-gallon trash and yard waste carts were \$62.11 per cart. Using the new vendor, carts cost \$59.00 per cart. Cart cost is influenced by the cost of resin and can fluctuate up and down throughout the year.

The purchase of containers is budgeted in the FY24 Solid Waste operation and maintenance budget. There is sufficient budget for this purchase.

---

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Commercial and Roll-off Container Purchases  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends the City Council approve the annual purchase of commercial and roll-off containers from WasteQuip Manufacturing Company LLC in an amount not to exceed \$500,000.

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

The Public Works Solid Waste Division delivers and maintains commercial and roll-off containers for commercial use within city limits. Containers are needed for new services and to replace containers that are damaged and unable to be repaired. In FY23 Solid Waste spent roughly \$475,000 on commercial and roll-off containers. Staff is recommending procurement of the containers using the cooperative purchasing agreement (Sourcewell). It is expected that this expenditure will continue yearly as the city continues to grow and more commercial multifamily housing comes on-line.

**ALTERNATIVES**

City Council may:

- Approve the contract for the purchase of commercial and roll-off containers using a cooperative purchasing agreement in an amount not to exceed \$500,000 or,
- Not approve the contract. If not approved, new customers cannot be served and damaged dumpsters cannot be replaced.

**FISCAL EFFECTS**

Solid waste offers a variety of dumpster sizes. Some are more popular than others. Below are prices per dumpster for dumpsters that are typically ordered.

| Container Type              | FY23       | FY24       |
|-----------------------------|------------|------------|
| 4-Yard Front Load Container | \$905.00   | \$870.00   |
| 6-Yard Front Load Container | \$1,162.00 | \$1,119.00 |
| 8-Yard Front Load Container | \$1,389.00 | \$1,332.00 |

Containers are available cost-effectively through the cooperative purchasing agreement, Sourcewell. The containers are in the FY24 Solid Waste operation and maintenance budget. There is sufficient budget for this purchase.

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Acceptance of Phillips 66 Grant  
**Presented by:** Pepper Valdez, Fire Chief  
**Department:** Fire  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Approve acceptance of grant funds.

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

The Billings Fire Department requested and received \$20,000 from Phillips 66. This donation will allow us to set up a second Rescue Apparatus. With the increased bench depth, we can augment our rescue team, assist our mutual aid partners in Yellowstone County, and be better equipped to provide mutual aid within the refinery. The additional apparatus will also increase our service capabilities in case of a mass casualty or multiple rescues. The technical rescue gear to be purchased will allow for seamless integration with the refinery rescue teams, including 11mm rope and hardware for personal protective equipment for high-angle, industrial, confined space, and water rescue. The Billings Fire Department is grateful for the assistance and the working relationship throughout the years. It has indeed allowed us to enhance our operations and service capabilities.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

Funds will be used for the setup of a second Rescue Apparatus.

---

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Acceptance of Plains Pipeline Grant  
**Presented by:** Pepper Valdez, Fire Chief  
**Department:** Fire  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Approve acceptance of grant funds.

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

The Billings Fire Department is one of six Regional Hazardous Materials Teams in the State of Montana and currently provides technician-level services in Hazardous Materials and Technical Rescue to all of eastern Montana. Under the Hazmat team, The BFD operates a team of six FAA Part 107 certified drone pilots and a DJI Matrice 300 drone with advanced optical and infrared cameras. The drone provides the ability to rapidly gather information during hazardous materials releases, increase situational awareness, and enhance the safety of responders and the public. The Billings Fire Department is the only all-hazards agency in southeast Montana providing these services.

The eastern Montana communities that the Plains Pipeline serves are in the Billings Fire Department response areas for both technical rescue and hazardous materials regional response along with the current first-due response area of the City of Billings and the Billings Urban Fire Service Area. The Billings Fire Department (BFD) requested funding assistance for \$10,000 to enhance the capabilities of our existing Unmanned Aerial Systems (UAS or drone) Team for hazardous materials incidents. The Plains Pipeline Grant Review Committee awarded \$10,000 in grant funds.

Funds from this grant will be used to enhance the capabilities of our program with needed equipment. The BFD Hazmat Team seeks the ability to deliver tools to hazmat technicians working in the hot zone via drone. A payload drop system to deliver tools would reduce unnecessary chemical contamination caused by personnel coming in and out of contaminated areas for tools and supplies. The Hazmat Team also seeks funds to retrofit an existing department vehicle with audiovisual and networking technology to provide real-time drone video feeds. This vehicle would allow incident commanders the capability to view live video from the drone and broadcast it to other stakeholders who are not on the scene. These one-time equipment costs would provide timely data sharing and lead to faster, more efficient decision-making and increased responder safety.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

These funds will be used to enhance the capabilities of the Hazardous Materials Team.

---

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Donations to the Billings Public Library  
**Presented by:** Gavin Woltjer  
**Department:** Library  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends that the City Council accept the donations to the Billings Public Library.

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

The Billings Public Library has received \$92,130 from the Library Foundation to fund two book lockers in Yellowstone County.

Book Locker #3 is located in Lockwood. The donation for this locker totals \$36,145.

Book Locker #4 will be placed at the Billings Westend Children's Clinic. The donation for this locker totals \$55,985.

**ALTERNATIVES**

City Council may:

- Approve the donations; or,
- Not Approve the donation

**FISCAL EFFECTS**

There is no budgetary impact.

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**City Council Regular**

**Date:** 03/25/2024  
**Title:** Donation Acceptance from Addie Allen  
**Presented by:** Pigg Michael, Superintendent  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends the acceptance of the donation \$1,000 from Addie Allen.

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

Addie Allen currently coaches 3<sup>rd</sup>-5<sup>th</sup> grade volleyball for the Recreation Division and has been a coach for the last three years. Addie was named the Gatorade Player of the Year for 2023/24 season in the sport of volleyball. Addie has chosen to donate her \$1,000 award to the Recreation Division scholarship fund. Addie said she chose the Recreation Division because she played her first volleyball in a City of Billings Recreational Youth Volleyball program.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

The acceptance of the donation will increase the Recreation Division's scholarship fund and allow more young people to participate in our programs, removing financial barriers.

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**Attachments**

Award Letter  
Application Form

FOR IMMEDIATE RELEASE [GatoradePOYQuestions@Fleishman.com](mailto:GatoradePOYQuestions@Fleishman.com) BILLINGS WEST HIGH SCHOOL STUDENT-ATHLETE NAMED GATORADE MONTANA VOLLEYBALL PLAYER OF THE YEAR CHICAGO (January 8, 2024) — In its 39th year of honoring the nation’s most elite high school athletes, Gatorade today announced Addie Allen of Billings West High School is the 2023-24 Gatorade Montana Volleyball Player of the Year. Allen is the third Gatorade Montana Volleyball Player of the Year to be chosen from Billings West High School. The award, which celebrates the nation’s top high school athletes for excellence on the court, in the classroom and in the community, distinguishes Allen as Montana’s best high school volleyball player. From CEOs and coaches to star athletes, Gatorade Player of the Year winners showcase the power of sport, touting an all-star group of alumni that includes Harper Murray (2022-23, Skyline High School, Mich.), Kerri Walsh Jennings (1995-96, Archbishop Mitty High School, Calif.) and April Ross (1999-00, Newport Harbor High School, Calif.). The 5-foot-8 senior setter led the Golden Bears (35-0) to the Class AA state title this past season. Allen recorded 796 assists, averaging 8.9 per set, to go along with 118 digs and a 96.7 serve-receive percentage. Also the Eastern AA Player of the Year and a First Team All-State selection, she added 50 kills on the strength of a .710 hitting percentage, 20 blocks and 17 service aces. A youth leader in her church community, Allen has volunteered locally on behalf of Zoo Montana, the Billings Temple, the Carbon County Historical Society & Museum, the Ronald McDonald House and Light the World. She has also donated her time to the Tumbleweed Program in addition to coaching middle school youth volleyball and basketball players. “As their setter, Addie causes all sorts of issues for opponents,” said Helena High School head coach Lindsey Day. “She’s very difficult for defenses to read and distributes the ball well. She has a solid court presence and brings greatness out of her teammates around her. She’s a smart player and keeps defenses guessing her next move.” Allen has maintained a 4.58 weighted GPA in the classroom. She has signed a national letter of intent to play volleyball on scholarship at Montana State University Billings beginning this fall. The Gatorade Player of the Year program annually recognizes one winner in the District of Columbia and each of the 50 states that sanction high school football, girls volleyball, boys and girls cross country, boys and girls basketball, boys and girls soccer, baseball, softball, and boys and girls track & field, and awards one National Player of the Year in each sport. The selection process is administered by the Gatorade Player of the Year Selection Committee, which leverages experts including coaches, scouts, media and others as sources to help evaluate and determine the state winners in each sport. Allen joins recent Gatorade Montana Volleyball Players of the Year Rylee Kogolshak (2022-23, Billings Senior High School), Tennisen Hiller (2021-22, C.M. Russell High School), Audrey Hofer (2020-21, Capital High School) and Paige Bartsch (2019-20, Capital High School), among the state’s list of former award winners. As part of Gatorade’s commitment to breaking down barriers in sport, every Player of the Year also

receives a grant to donate to a social impact partner. To date, Gatorade Player of the Year winners' grants have totaled more than \$4.9 million across more than 1,600 organizations. To learn more about the Gatorade Player of the Year program, check out past winners or to nominate student-athletes, visit [playeroftheyear.gatorade.com](http://playeroftheyear.gatorade.com) or follow us on social media on Facebook at [facebook.com/GatoradePOY](https://facebook.com/GatoradePOY), Instagram at [instagram.com/Gatorade](https://instagram.com/Gatorade) and Twitter at [twitter.com/Gatorade](https://twitter.com/Gatorade)

# Grant Eligibility Application for Government Entities



Congratulations! You are receiving this form because one of our donors has recommended a grant to your organization. However, to process this grant recommendation, we need to update some information. Please respond within two business days of receipt of this form. If you cannot, or if you have questions or need assistance, please contact the Giving Specialist noted below.

Schwab Charitable™ is an independent 501(c)(3) public charity with a mission to increase giving in the U.S. with donor-advised funds and philanthropic services that make charitable giving tax-smart, simple, and efficient. We offer tools, guidance, and relationships that empower donors to incorporate charitable planning into their everyday lives and make a bigger difference in the world. For more information about who we are, please visit [www.schwabcharitable.org](http://www.schwabcharitable.org).

We appreciate your help in completing this form and supplying any requested documentation.

## Questions or need assistance?

Giving Specialist: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: 1-800-746-6216 ext. \_\_\_\_\_

Please reference Grant ID: \_\_\_\_\_

## 1. Organization Information

Organization Legal Name \_\_\_\_\_ Federal Employer Identification Number (FEIN) \_\_\_\_\_

Other names by which donors can search for your organization \_\_\_\_\_

## 2. Contact Information

Physical Address of Business Office (PO. box not acceptable) \_\_\_\_\_

City \_\_\_\_\_ State or Province \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_

Grant Mailing Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ State or Province \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_

Primary Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

General Email Address \_\_\_\_\_ Web Address \_\_\_\_\_

Alternate email for specific grant-related questions \_\_\_\_\_

## 3. Responses Required

A. Return this application with a copy of any letter from the Internal Revenue Service describing your organization's status for federal tax purposes.

B. Is your organization any of the following? (Check all that apply.)

- State government (including the District of Columbia, Puerto Rico, the Virgin Islands, and interstate instrumentalities)
- Local government and subdivisions
- Indian tribal governments
- Instrumentalities

**C. Does your organization have any of the following governmental powers? (Check all that apply.)**

- The power to levy any tax
- The power of eminent domain
- Police power over any area

For any checked boxes, please provide a supporting statement or documentation.

**D. If your organization was formed pursuant to a statute or a constitutional provision, provide a copy of such statute or provision.**

**E. Provide copies of your organization's founding documents (e.g., charter or other evidence of incorporation, joint powers agreement, or any other document that created or governs the entity).**

**4. Certification of Compliance** (Please read, complete, and sign this section.)

A tax-exempt organization will jeopardize its exemption if it ceases to be operated exclusively for exempt purposes. An organization will be operated exclusively for exempt purposes only if it engages primarily in activities that accomplish the exempt purposes specified in Internal Revenue Code Section 501(c)(3). An organization will not be so regarded if more than an insubstantial part of its activities does not further an exempt purpose. A tax-exempt organization:

- must absolutely refrain from participating in the **political campaigns** of candidates for local, state, or federal office
- must restrict its **lobbying activities** to an insubstantial part of its total activities
- must ensure that its earnings do not **inure** to the benefit of any private shareholder or individual; In addition to loss of the organization's tax-exempt status, activities constituting inurement may result in the imposition of **penalty excise taxes** on individuals benefiting from excess benefit transactions.
- must not operate for the **benefit of private interests** such as those of its founder, the founder's family, its shareholders, or persons controlled by such interests
- must not operate for the primary purpose of conducting a trade or business that is not related to its exempt purpose, such as a school's operation of a factory
- may not provide **commercial-type insurance** as a substantial part of its activities
- may not have purposes or activities that are **illegal** or violate fundamental public policy
- must satisfy **annual filing requirements**

A tax-exempt organization that does not file a required annual return or notice for three consecutive years **automatically loses** its tax-exempt status.

By completing and returning this Grant Eligibility Application, I certify that:

- This organization is a governmental entity as described in Section 170(c)(1) of the Internal Revenue Code and that I am not aware of any revocation or challenge to the organization's tax-exempt status.
- The organization acknowledges that the grant funds from Schwab Charitable® can be used solely for public purposes as that term is used in Section 170(c)(1) of the Internal Revenue Code.
- No donor or related individual or entity will receive any quid pro quo or other benefit as a result of grants from Schwab Charitable®.
- The information contained in this application is correct, complete, and accurate.

**X**

\_\_\_\_\_  
Signature (Please sign in blue or black ink.)

\_\_\_\_\_  
Today's Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**5. Delivery Instructions**

Completion and return of this form is not a guarantee of receipt of a grant from Schwab Charitable.

**STOP! For faster processing, please be sure to deliver any requested documentation with this form.**

- **Email:** **Recommended** for fastest processing, you may take a picture of/scan all pages of this form and attach in an email to the Giving Specialist identified at the beginning of this form.
- **Fax:** 1-877-535-3852
- **Mail:** Schwab Charitable, P.O.Box 628298, Orlando, FL 32862

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**City Council Regular**

**Date:** 03/25/2024  
**Title:** Acceptance of Donation from Scheels in the Amount of \$10,000 to Support K9 Operations  
**Presented by:** Rich St. John, Police Chief  
**Department:** Police  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council accept the donation from Scheels in the Amount of \$10,000 to support the K9 program.

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

Council policy requires that any donation greater than \$500 must be approved by the City Council. Billings Scheels wishes to donate \$10,000 to the Billings Police Department to support the K9 program. Donated funds will be used to pay for dog food, vet bills and training.

**ALTERNATIVES**

City Council may:

- Approve the donation to the Billings Police Department in the amount of \$10,000 or;
- Disapprove the donation to the Billings Police Department in the amount of \$10,000 and provide further direction to staff.

**FISCAL EFFECTS**

There is no impact to the General Fund.

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**City Council Regular**

**Date:** 03/25/2024  
**Title:** Acceptance of Donation from United States Tennis Association of Montana  
**Presented by:** Kory Thomson  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council accept the grant donation from the United States Tennis Association of Montana of \$750 in support of the Parks and Recreation Tennis is Elementary program.

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

This donation supports the Tennis is Elementary program offered by the Parks and Recreation Department in the spring and fall at both Eagle Cliffs and Meadowlark Elementary Schools. This program is offered to children in kindergarten through 5th grade.

**ALTERNATIVES**

City Council may:

- Approve the donation of \$750 from the United States Tennis Association of Montana; or,
- Not Approve the donation and provide staff with guidance

**FISCAL EFFECTS**

There will be no additional fiscal impacts to the General Fund

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**City Council Regular**

**Date:** 03/25/2024  
**Title:** Skyview Ridge 2nd Filing - Preliminary Minor Plat  
**Presented by:** David Green  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-23-00218

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**RECOMMENDATION**

Staff proposes the City Council conditionally approve the preliminary plat of Skyview Ridge Subdivision, 2nd Filing and adopt the Findings of Fact as presented in the staff report.

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

On February 15, 2024, Performance Engineering applied for preliminary minor plat approval for Skyview Ridge Subdivision, 2nd Filing. The proposed subdivision creates 2 lots from existing lots for commercial development. The subject property is generally located south of Wicks Avenue with High Sierra Boulevard to the northwest and Fantan Street to the northeast. The property is currently zoned NX3, Mixed Residential 3. They have applied for a zone change to CMU2, Corridor Mixed Use 2.

**VARIANCES REQUESTED**

No variances from the City Subdivision Regulations have been requested.

**PROPOSED CONDITIONS OF APPROVAL**

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

1. To protect public health and safety, prior to final plat approval, the applicant will submit all drawings and specifications for water systems, sewer systems and stormwater systems to the City of Billings Engineering Department for review and approval prior to installation.
2. To ensure compliance with the required zoning and the proposed subdivision use, prior to final plat approval, the applicant will successfully obtain a zone change from NX3 to CMU2.
3. 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.
4. 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 October 12, 2023
- Preliminary plat application submitted to Planning Division on February 15, 2024
- Preliminary plat to City Council March 25, 2024
- 35 working-day preliminary plat review period ends April 5, 2024

**PLAT INFORMATION**

**General location:** South of Wicks Avenue with High Sierra Boulevard to the northwest and Fantan Street to the northeast

**Legal Description:** Being Lots 6A of the Amended Miller Crossing Subdivision, 2nd Filing, and Lots 9A-1 and 10A-1 of the Third Amended Miller Crossing Subdivision, 2nd Filing.

**Owner/Subdivider:** Rob Morehead

**Engineer and Surveyor:** Performance Engineering

**Existing Zoning:** CMU2

|                          |                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------|
| Existing land use:       | Open grassland                                                                      |
| Proposed land use:       | Commercial                                                                          |
| Gross and Net area:      | 9.255 acres / 8.606 acres                                                           |
| Proposed number of lots: | 2                                                                                   |
| Lot size:                | Max: 4.556 acres Min: 4.05 acres                                                    |
| Parkland requirements:   | No parkland dedication is required as this is a commercial subdivision and a minor. |

### **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.

### **ALTERNATIVES**

In accordance with state law, the City Council has 35 working days to act upon this major preliminary plat. The 35 working day review period for the proposed plat ends on April 5, 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

### **FISCAL EFFECTS**

This plat will have no fiscal impacts on the City/County Planning Division.

### **SUMMARY**

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

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### **Attachments**

Findings of Fact  
Proposed Plat  
Draft SIA  
Mayors Letter

## FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Skyview Ridge Subdivision, 2<sup>nd</sup> Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

**A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]**

### **1. Effect on agriculture and agricultural water user facilities**

The subject property has historically been native grass and scrub land. 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. The subdivider will connect to a water line in Wicks Lane at this time. In the future when Targhee Avenue on the south end of the proposed subdivision is built, water for this subdivision will be taken from a line within Targhee Avenue. If phase 2 of this subdivision begins before development to the south takes place the applicant will provide a financial guarantee for ½ of the estimated cost of the water line within Targhee Avenue. All water line 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. **(Condition #1)**

Sanitary sewer service will be provided by the City of Billings. The subdivider will connect to a sewer line in Wicks Lane at this time. In the future when Targhee Avenue on the south end of the proposed subdivision is built, sewer service for this subdivision will be taken from a line within Targhee Avenue. If phase 2 of this subdivision begins before development to the south takes place the applicant will provide a financial guarantee for ½ of the estimated cost of the sewer line within Targhee Avenue. All sanitary sewer line 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. **(Condition #1)**

Private utility companies will provide services to the subdivision. The developer will coordinate with the private utility companies and provide easements for them

where requested for the private utility companies to install the needed infrastructure.

**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 will be submitted for review and approval by City Engineering at the time of individual lot development. This information is within the SIA under the heading V, Storm Drainage. **(Condition #1)**

- 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** – Initially the lots within the subdivision will have access from Wicks Lane. There is a proposed shared access from Wicks Lane for both of the proposed lots. In the future, when Targhee Avenue, on the south end of the subdivision, is constructed to this subdivision, access to the subdivision will be from Targhee Avenue and the access from Wicks Lane will be abandon.

The developer shall be responsible for construction of Targhee Avenue along the Subdivision’s southern boundary at the point in time that adjacent development extends Targhee Avenue from the east or west. The developer will work with other developers to build Targhee Avenue. Should phase 2 of this development commence before other developments occur around this proposed subdivision, this developer will provide a financial guarantee for public improvement construction along their southern border. The contribution will include the cost of curb and gutter, a boulevard sidewalk, 30 feet of asphalt and 8’ water and sewer lines. These improvements will occur on the northern half of Targhee Avenue. This information is in the SIA under the heading III Transportation, A. Streets.

A traffic impact study will be done if it is determined that this development will generate more than 500 trips per day. The proposed development is for storage buildings, these types of developments do not generate a great deal of traffic in a day.

- 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 1601 St Andrews Drive (Station #6). The subdivision is located within the ambulance service area of American Medical Response (AMR).
- e. **Schools** – Schools will not be impacted with the development of this commercial subdivision.
- 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 developer will coordinate with the USPS for mail delivery to the proposed subdivision.
- h. **Phasing of Development** - The applicant is proposing to develop this subdivision in phases. Phase 1 will be Lot 1 and Phase 2 will be Lot 2.

**3. Effect on the natural environment**

The subject property is a vacant native grass land. This will be the first development on this property. It will change the native grass 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

**Community Fabric (attractive, aesthetically pleasing, uniquely Billings)**  
Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity

**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.

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

There is no trail identified within the proposed subdivision. There is an existing trail on the south side of Wicks Lane. This subdivision will not be required to build any trail infrastructure.

**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 conducting a zone change to zone the property as Corridor Mixed Use 2 (CMU2). The lot frontages conform to the requirements of these zonings. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review. (Condition #2)

**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 will provide utility easements as requested by private utility companies. Private utility easements will be 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 Wicks Lane. There is a proposed shared access from Wicks Lane. In the future Targhee Avenue will provide access to the subdivision.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Skyview Ridge Subdivision, 2<sup>nd</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

It is recommended to City Council that the preliminary plat of Skyview Ridge Subdivision, 2<sup>nd</sup> Filing, be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, March 25, 2024

---

William A. Cole, Mayor

PEC STANDARD BW.C1B  
2/26/2024 12:20:14 PM

| LEGEND |                                            |
|--------|--------------------------------------------|
| ●      | PROPERTY CORNER, FOUND AS DESCRIBED        |
| ○      | PROPERTY CORNER, SET 5/8" REBAR W/ PEC CAP |
| ⊕      | SECTION CORNER, FOUND AS DESCRIBED         |
| ⊕      | QUARTER CORNER, FOUND AS DESCRIBED         |
| —      | SURVEY BOUNDARY                            |
| - - -  | EXISTING PROPERTY LINE                     |
| —      | PROPERTY LINE                              |
| - - -  | EASEMENT LINE                              |
| - - -  | SECTION LINE                               |
| - - -  | CENTERLINE OF RIGHT-OF-WAY                 |

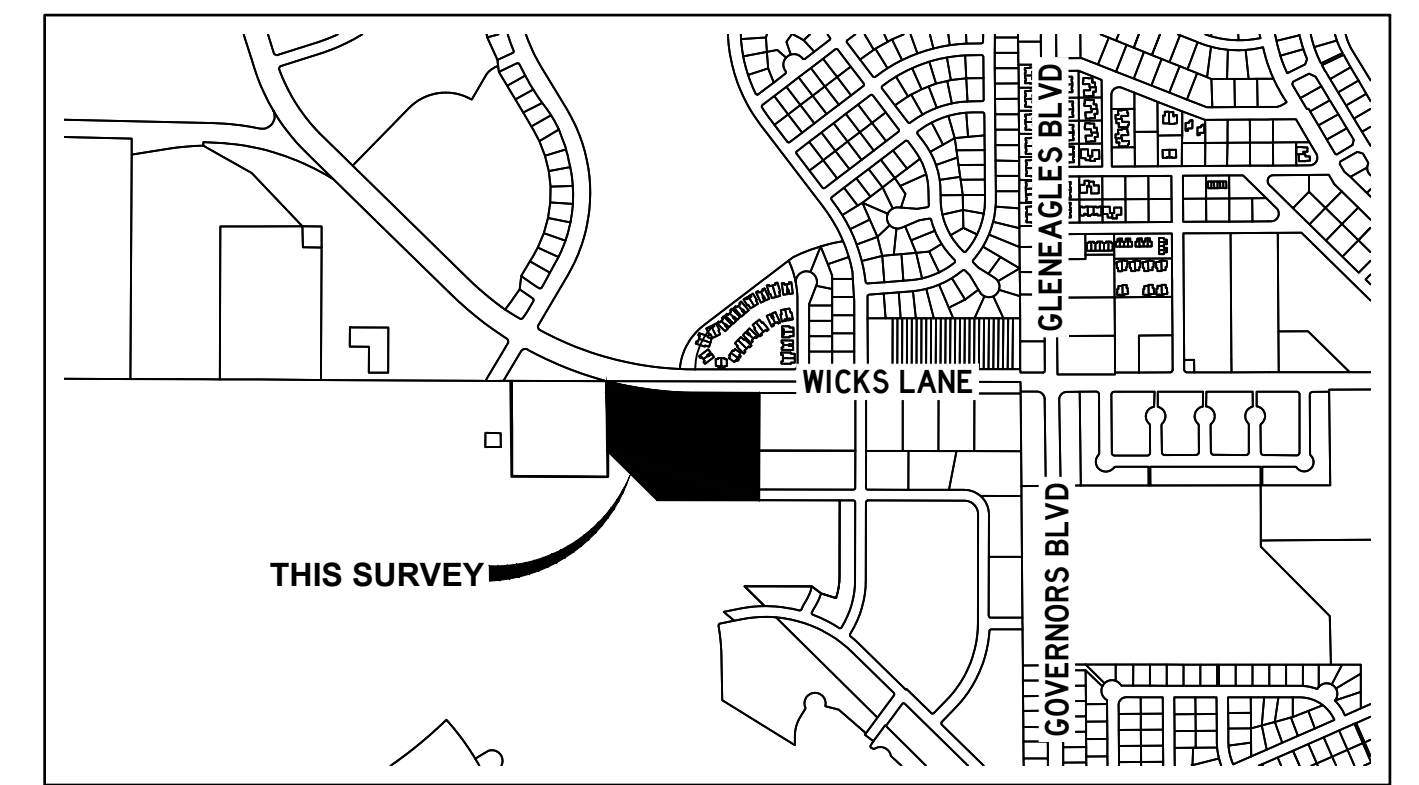
PLAT OF  
**SKYVIEW RIDGE SUBDIVISION, 2ND FILING**  
 LOCATED IN THE N 1/2 OF SECTION 20, TOWNSHIP 01 NORTH, RANGE 26 EAST, P.M.M., CITY OF BILLINGS,  
 YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : STATE OF MONTANA  
 (DEPARTMENT OF NATURAL RESOURCES & CONSERVATION)

PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION : ± 9.603 ACRES

JANUARY 2024



VICINITY MAP  
 NOT TO SCALE

**LEGAL DESCRIPTION AND OWNER CERTIFICATION AND DEDICATION**

We, the undersigned owners, do hereby certify that we have cause to be surveyed and platted in to lots, blocks, roads, and other divisions and dedications, as shown on this plat hereunto included, an unplatted tract of land being situated in the N 1/2 of Section 20, Township 01 North, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows:

Beginning at the found YPC at the northwest corner of Lot 1, Block 1 of Skyview Ridge Subdivision, 1st Filing, said point being the Point of Beginning; thence N89° 53' 14"W along the right-of-way for Wicks Lane a distance of 334.25 feet; thence following the same line along a curve to the right having a radius of 1813.11 feet and a central angle of 014° 46' 53" a length of 467.83 feet; thence S00° 39' 29"E along the eastern boundary of Certificate of Survey No. 1904 a distance of 308.70 feet; thence S45° 30' 00"E a distance of 443.38 feet; thence S89° 54' 03"E a distance of 475.87 feet; thence N00° 06' 39"E along the western boundary of Lot 2, Block 1 of Skyview Ridge 1st Filing a distance of 558.29 feet back to the Point of Beginning.

Said tract contains a gross area of 9.603 acres, and a net area of 8.885 acres, more or less.

Said tract to be known and designated as SKYVIEW RIDGE SUBDIVISION, 2ND FILING, and the lands included in all streets, avenues, public rights-of-way and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

STATE OF MONTANA : DEPARTMENT OF NATURAL RESOURCES & CONSERVATION

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

STATE OF MONTANA )  
 ) ss  
 County of Lewis & Clark )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ and \_\_\_\_\_ as the \_\_\_\_\_ for the State of Montana Department of Natural Resources and Conservation, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

**CERTIFICATE OF SURVEYOR**

I, the undersigned Mark W. Kadrmas, Registered Land Surveyor, do hereby certify that this survey was done under my direct supervision of an unplatted tract of land located in the N 1/2 of Section 20, Township 01 North, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana.

Said tract contains a gross area of 9.603 acres, and a net area of 8.885 acres.

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

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



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

**CERTIFICATE OF APPROVAL**

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

We hereby certify that we have examined the plat of SKYVIEW RIDGE SUBDIVISION, 2ND FILING and find that the said plat conforms with the requirements of the laws of the State of Montana and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA

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

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

**NOTICE OF APPROVAL**

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

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

Date \_\_\_\_\_ President \_\_\_\_\_

Executive Secretary \_\_\_\_\_

**CERTIFICATE OF COUNTY TREASURER**

I hereby certify that all real property taxes and special assessments assessed and levied on the land have been paid per 76-3-611(1)(b) and 76-3-207(3), MCA.

Date \_\_\_\_\_ Yellowstone County Treasurer  
 Deputy

**CERTIFICATE OF CITY ATTORNEY**

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

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

**ERRORS AND OMISSIONS REVIEW**

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

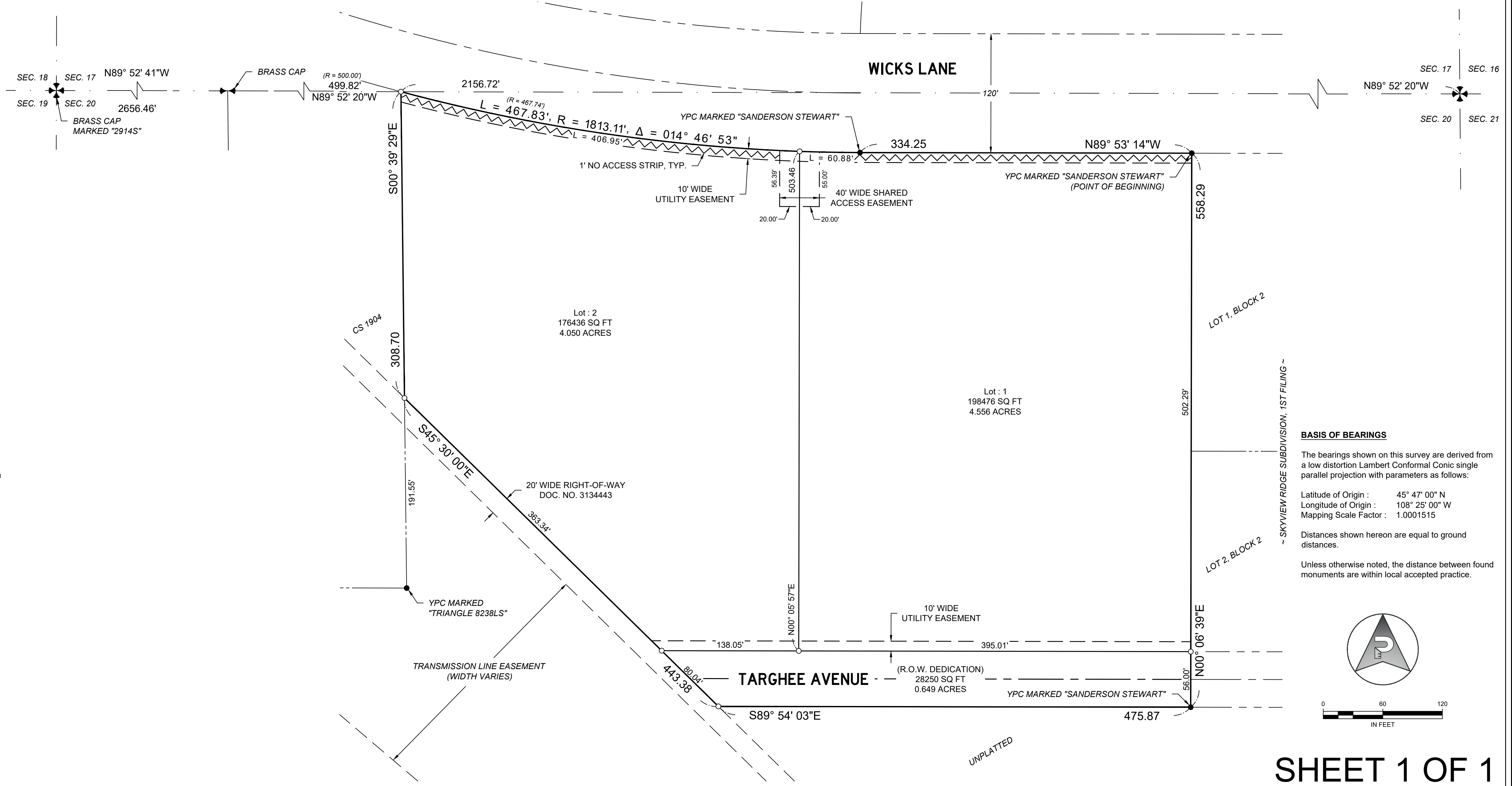
Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

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

**CERTIFICATE OF CITY ENGINEER'S OFFICE**

I hereby certify that the annexed and foregoing plat conforms with Sections 76-4-125(1)(d) MCA for the removal of sanitary restrictions since the plat is located within a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

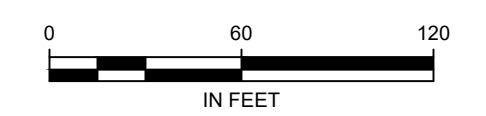
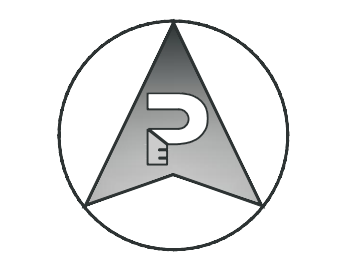
Date \_\_\_\_\_ City Engineer's Office \_\_\_\_\_



**BASIS OF BEARINGS**  
 The bearings shown on this survey are derived from a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:  
 Latitude of Origin : 45° 47' 00" N  
 Longitude of Origin : 108° 25' 00" W  
 Mapping Scale Factor : 1.0001515

Distances shown hereon are equal to ground distances.

Unless otherwise noted, the distance between found monuments are within local accepted practice.



**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT  
DISTRICTS  
Skyview Ridge Subdivision, 2<sup>nd</sup> Filing**

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(City of Billings)**

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

**Skyview Ridge Subdivision, 2<sup>nd</sup> Filing**

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between *STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION*, whose address for the purpose of this agreement is 1625 Eleventh Avenue, Helena, Montana, 59601, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the plat of *Skyview Ridge Subdivision, 2<sup>nd</sup> 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 *Skyview Ridge Subdivision, 2<sup>nd</sup> 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 *Skyview Ridge Subdivision, 2<sup>nd</sup> 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 have been requested at this time.

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

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners. Sidewalks shall be 5-foot boulevard style walk.
- 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 by the completion of the conditions set forth in the 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 with Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

### **III. TRANSPORTATION**

#### **A. Streets**

- The Subdivision will be initially accessed via a single approach off Wicks Lane as designated by the temporary shared access easement between Lots 1 and 2. Until such point Targhee Avenue is built to the subdivision's extents on either the east or west Subdivision extents, Lots 1 and 2 will be accessed via Wicks Lane. When Targhee Avenue is constructed to the Subdivision boundary, either on the west or east bounds, Lots 1 and 2 shall be accessed from Targhee Avenue. At such point, the access for Lots 1 and 2 from Wicks Lane shall be abandoned.
- Subdivider shall be responsible for construction of Targhee Avenue along the Subdivision's southern boundary at the point in time that adjacent development extends Targhee Avenue from the east or west. Subdivider may coordinate with adjacent developers or lessees to provide concurrent construction of Targhee Avenue and the underlying utilities. Should Phase 2 of the Subdivision be opened for development prior to adjacent development providing connection to Targhee Avenue, the Subdivider shall provide financial guarantee of public improvement construction, engineering design, and construction administration along the Subdivision's south frontage of Targhee Avenue to include a half-road section (curb and gutter on the north side of the roadway and 30' of asphalt paving), 5' boulevard sidewalk, 8" water distribution piping, 8" sewer collection piping, and an estimate for stormwater collection management.
- Subdivider and City agree that the required street improvements are as follows:
  1. Standard curb and gutter will be installed on all of the interior streets being constructed within the Subdivision.
  2. All streets will be provided with an asphalt concrete driving surface.

#### **B. Sidewalks**

- Subdivider shall construct 5-foot wide boulevard sidewalk along the north side of Targhee Avenue at the time of road construction, or shall provide financial guarantee of the sidewalk construction should Phase 2 be opened prior to adjacent development connecting Targhee Avenue to the Subdivision's east or west boundaries.
- Subdivider shall construct ADA accessible ramps to allow for the existing 10-foot trail along Wicks Lane to traverse the temporary approach to Lot 1 and 2.

### **C. Street Lighting**

- Street lighting is not proposed with the Subdivision.

### **D. Traffic Control Devices**

- It is not anticipated traffic control devices will be necessitated for the proposed lots within the Subdivision. Should development plans for lots with the Subdivision generate trips in excess of 500 trips per day, a Traffic Impact Study (TIS) shall be prepared by the Subdivider to determine appropriate traffic control devices.

### **E. Access**

- As discussed under III. A. Streets, the Subdivision shall be accessed via a temporary shared approach off Wicks Lane until such point access connection to Targhee Avenue is provided via adjacent development.

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

- West Wicks Lane has a 10-foot multi-use trail constructed within its right-of-way on the north side of the Subdivision. Approaches and intersections to West Wicks Lane shall accommodate continued use of said trail with ADA accessible ramps/approaches.
- Subdivision is outside areas of the approved Skyview Ridge Park Master plan, and is proposed as a commercial subdivision not requiring parkland dedication.

### **G. Public Transit**

- The Subdivision does not require improvements 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 shall be submitted to the Engineering Division for review and approval at the time of 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 Subdivider, and future owners, acknowledge that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

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

### **A. Water**

The Subdivider shall construct 8-inch waterline along the Subdivisions southern extents in Targhee Avenue at such time waterline connections are constructed to the east or west boundaries of the Subdivision. Prior to this time, Lots 1 and 2 shall be serviced from the existing waterline in Wick Lane. The Subdividershall be responsible for paying the applicable Water System Development fees at the time of connection. Should Phase 2 of the Subdivision be opened for development prior to adjacent development extending connection

to the Subdivision boundaries, the Subdivider shall provide financial guarantee for ½ the estimated cost of the water line extension within Targhee Avenue to ensure future construction of the public improvements.

#### **B. Sanitary Sewer**

The Subdivider shall construct 8-inch sewer line along the Subdivisions southern extents in Targhee Avenue at such time sewer connections are constructed to the east or west boundaries of the Subdivision. Prior to this time, Lots 1 and 2 shall be serviced from the existing sewer line in Wick Lane. The Subdivider shall be responsible for paying the applicable Sewer System Development fees at the time of connection. Should Phase 2 of the Subdivision be opened for development prior to adjacent development extending connection to the Subdivision boundaries, the Subdivider shall provide financial guarantee for ½ the estimated cost of the sewer line extension within Targhee Avenue to ensure future construction of the public improvements.

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

Private utility facilities currently exist to serve the Subdivision. Easements shall be included on the plat as requested by the utility companies.

#### **VII. PARKS/OPEN SPACE**

There is no parkland requirement for proposed Skyview Ridge Subdivision, 2<sup>nd</sup> 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. Irrigation ditches that exist near this development are for the benefit of other properties. Ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

#### **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 proposed to be constructed in phases as defined below. Public improvements associated with these phases shall be constructed or monetarily guaranteed prior to opening the phase.

Phase 1: Lots 1

Phase 2: Lots 2. Proposed opening in 2028.

**XI. FINANCIAL GUARANTEES**

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

**XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

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

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

“SUBDIVIDER”

*STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION*

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

Its: \_\_\_\_\_

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 *STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

“CITY”  
CITY OF BILLINGS  
MONTANA

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

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

STATE OF MONTANA     )  
                                              : ss  
County of Yellowstone     )

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

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

# Waiver of Right to Protest

## FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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

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

*Skyview Ridge Subdivision, 2<sup>nd</sup> Filing*

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

*STATE OF MONTANA DEPARTMENT OF  
NATURAL RESOURCES AND CONSERVATION*

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

Its: \_\_\_\_\_

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 *STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION*, 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: \_\_\_\_\_



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

Sanderson Stewart  
1300 N Transtech Way  
Billings, MT 59102

Dear Applicant:

On March 25, 2024, the Billings City Council conditionally approved the preliminary plat of Skyview Ridge Subdivision, 2<sup>nd</sup> Filing subject to the following conditions of approval:

1. To protect public health and safety, prior to final plat approval, the applicant will submit all drawings and specifications for water systems, sewer systems and stormwater systems to the City of Billings Engineering Department for review and approval prior to installation.
2. To ensure compliance with the required zoning and the proposed subdivision use, prior to final plat approval, the applicant will successfully obtain a zone change from NX3 to CMU2.
3. 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.
4. 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](mailto:greend@billingsmt.gov)

March 25, 2024

Sincerely,

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William A. Cole, Mayor

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Resolution of Intent to Create SID 1425 Broso Park and Gabel Traffic Signal  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that Council approve the Resolution of Intent to Create SID 1425 and set a public hearing date for April 22, 2024.

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

With recent developments within Broso Valley Park Subdivision, a traffic signal at the intersection of Broso Park Drive and Gabel Road is warranted. The Subdivision Improvements Agreement for Broso Valley Park Subdivision states that the subdivision is responsible for one-half of the cost of construction of the traffic signal at Broso Valley Park Drive and Gabel Road. The remaining one-half of the cost of the signal will be completed through a cash contribution from the City. When the property on the west side of Gabel Road develops in the future, the City will require the developer to reimburse the City for one-half of the cost of the traffic signal. This project is also widening 800-feet of the west side of Gabel Road south of Broso Valley Park Drive to add a travel lane. The additional travel lane is being funded from a cash contribution recently collected from Costco for traffic impacts to the intersection of Zoo Drive and Gabel Road.

Staff sent letters to property owners in January 2024 describing the proposed SID and estimated assessments. Prior to creation of the SID anticipated for the April 22, 2024, Council meeting, staff solicited bids in order to obtain accurate costs for the SID. The project was bid on February 20, 2024 with Montana Lines being the lowest responsible bidder. Actual bid costs were then used to determine the overall SID cost and proposed assessments.

**ALTERNATIVES**

The Council may:

â€¢ Approve the Resolution of Intent to Create SID 1425 and set a public hearing for the April 22, 2024, City Council Meeting; or

â€¢ Not approve the Resolution of Intent to Create SID 1425. If not approved, the traffic signal will not be constructed by SID and would have to be constructed through other funding mechanisms.

**FISCAL EFFECTS**

The total estimated costs of the improvements are \$730,379.70. The costs of the improvements are to be paid from the following sources: (1) \$289,000.00 of Special Improvement District bonds; (2) \$116,958.33 of cash contribution collected from Costco by the City; and (3) \$324,421.37 of cash contribution from the City of Billings from Gas Tax funds.

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**Attachments**

Resolution of Intent

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. \_\_\_\_\_, entitled: **RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1425; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY’S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND** (the “Resolution”) was duly adopted by the City Council of the City at a meeting on March 25, 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Denise Bohlman  
City Clerk

RESOLUTION NO. 24-\_\_\_\_\_

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1425; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

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

Section 1. Proposed Improvements; Intention to Create District. The City proposes to undertake certain local improvements within Broso Valley Park Subdivision (the "Broso Valley Park Subdivision") as more particularly described herein (the "Improvements") to benefit certain properties located in the City as more particularly described herein. The costs of the Improvements are to be paid from the following sources: (1) \$289,000 of special improvement district bonds as hereinafter described and (2) \$441,379.70 of cash contribution by the City. It is the intention of this Council to create and establish in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, Special Improvement District No. 1425 (the "District") for the purpose of financing costs of the Improvements and costs incidental thereto, including costs associated with the sale and security of the Bonds (as hereinafter defined), creation and administration of the District and funding a deposit to the City's Special Improvement District Revolving Fund. The total costs of the Improvements and incidental costs to be financed by the Bonds are \$289,000. The Bonds are to be payable primarily from special assessments to be levied against property in the District, which property will be specially benefited by the Improvements.

Section 2. Number of District. The District, if the same shall be created and established, shall be known and designated as Special Improvement District No. 1425 of the City of Billings, Montana.

Section 3. Boundaries of District. The limits and boundaries of the District are depicted on a map attached as Exhibit A hereto (which is hereby incorporated herein and made a part hereof) and more particularly described on Exhibit B hereto (which is hereby incorporated herein and made a part hereof), which boundaries are designated and confirmed as the boundaries of the District. A list of each of the properties in the District is shown on Exhibit F hereto (which is hereby incorporated herein and made a part hereof) and each of the property owners in the District is shown on Exhibit D hereto. The Broso Valley Park Subdivision is coterminous with the boundaries of the District.

Section 4. General Character of the Improvements. The general character of the Improvements, as shown in Exhibit E, consists of the construction and installation of a traffic signal serving the District and construction of street widening of Gabel Road.

Section 5. Engineer and Estimated Costs of the Improvements. The Engineer for the Improvements is KLJ Engineering which was selected from proposals. The Engineer has estimated

that the costs of the Improvements (including engineering, design and construction administration costs) are \$730,379.70 as more particularly described on Exhibit C hereto (which is hereby incorporated herein and made a part hereof) and such costs have been reviewed by the City's Public Works Department. Costs of the Improvements include costs of the construction and installation of the Improvements, costs for the creation of the District, 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 (including engineering, design and construction administration costs). Costs of the Improvements are expected to be paid from the issuance of Bonds in the principal amount of \$289,000 and \$441,379.70 to be contributed by the City.

Section 6. Property to be Assessed; Assessment Methodologies.

6.1. Property to be Assessed. The properties in the District will benefit from, and be benefited by, the Improvements and will be assessed for costs of the Improvements as specified in Section 6. Costs of the Improvements shall be assessed against the property in the District based on the area option method described in Section 7-12-4162, M.C.A., as particularly applied and set forth in this Section 6.

6.2. Assessment Methodology.

(a) Area Option Method. Each property within the District will be assessed for that portion of the total costs of the Improvements that the assessable area of such property bears to the total assessable area of all properties in the District. The total assessable area of all properties to be assessed is 4,058,180.28 square feet. The costs of the Improvements to be assessed against properties in the District, per square foot of assessable area, are estimated to be \$0.07121418.

6.3. Assessment Methodology Equitable and Consistent With Benefit. This Council hereby determines that the method of assessment and the assessment of costs of the Improvements against the properties in the District as prescribed in this Section 6 are equitable and in proportion to and not exceeding the special benefits derived from the Improvements by the properties to be assessed therefor. In addition, the Subdivision Improvements Agreement for the Broso Valley Park Subdivision provides that the traffic signal improvements will be borne by the landowners through either a private contract or the creation of a Special Improvement District.

Section 7. Payment for Improvements. A portion of the costs of the Improvements are to be paid from the proceeds of Special Improvement District Bonds (the "Bonds") in an aggregate principal amount not to exceed \$289,000.00.

Section 8. 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 Section 7-12-4189, M.C.A., to be levied against the properties in the District. Assessments for the costs of the Improvements, together with interest thereon, shall be payable over a term not exceeding 15 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.

All property owners in the District shall have the opportunity to prepay their assessments prior to sale of the Bonds. After the Bonds are issued, all property owners in the District 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 District, 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, M.C.A., in respect of the Bonds.

In determining to authorize the such undertakings and agreements, this Council has taken into consideration the following factors:

(a) Estimated Market Value of Parcels. The estimated market value of the parcels, parcels, or tracts in the District as of the date of adoption of this resolution, as estimated, by the County Assessor for property tax purposes ranges from \$212,608.00 to \$12,260,416.00, and is set forth in Exhibit F. The average market value is \$2,413,468.03 with the median being \$559,595.50. The special assessments to be levied against the properties in the District are less than the increase in estimated value of the parcels as a result of the construction of the Improvements. All of the properties in the District are commercially zoned.

(b) Diversity of Property Ownership. There are a total of 38 parcels within the district boundaries. No improvements, public or private, are located on any of the parcels within the District. Eleven (11) of these parcels are owned by Shiloh Enterprises, LLC. Two (2) of the these parcels are owned by McDonald Land Holdings, LLC. Three (3) parcels are owned by Aeams Properties, LLC. Two (2) parcels are owned by Macc 2 Land LLC. The remaining 20 parcels are owned by separate owners. No improvements, public or private, are located on any of the properties within the District, other than the street and utility improvements.

(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 in the District) against each property in the District 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 in the District following the completion of the Improvements will exceed the sum of the proposed assessments, outstanding assessments and delinquent property taxes, and is set forth in Exhibit F.

(d) Delinquencies. An analysis of the amount of delinquencies in the payment of outstanding assessments or property taxes levied against the properties in the District is set

forth in Exhibit F, which analysis shows that of 38 properties, 0 properties were delinquent.

(e) Public Benefit of the Improvements. The traffic signal is being built in the public right-of-way and serve a public benefit.

(f) Other Factors. The future addition of a traffic signal at the intersection of Broso Park Drive and Gabel Road and widening of Gabel Road was anticipated when Broso Valley Park Subdivision was created. Language was included in the subdivision improvements agreement outlining cost participation of the traffic signal when constructed attributing half of the cost of the traffic signal to be borne by the properties within Broso Valley Park Subdivision. The total cost of the project is \$730,379.70, of which \$441,379.70 will be a cash contribution from the City of Billings and \$289,000 assessed to the property owners within Broso Valley Park Subdivision.

## Section 9. Reimbursement Expenditures.

9.1 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.

9.2 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.

9.3 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 \$289,000.00 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.

9.4 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.

9.5 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.

Section 10. Public Hearing; Protests. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the City Clerk until 5:00 p.m., M.T., on the expiration date of said 15-day period (April 15, 2024), written protest against the proposed Improvements, or against the extension or creation of the District or both, and this Council will at its next regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said, regular meeting will be held on Monday the 22<sup>nd</sup> day of April, 2024, at 5:30 p.m., in the Council Chambers, at 220 North 27<sup>th</sup> Street, in Billings, Montana.

Section 11. Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the *Yellowstone County News*, a newspaper of general circulation in Yellowstone County on March 29 and April 5, 2024, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation, with real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 25<sup>th</sup> day of March 2024.

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Mayor

Attest:

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City Clerk

# SID 1425 - EXHIBIT A

## Broso Valley Park Subdivision



## SID 1425 EXHIBIT B

SID 1425 includes Broso Valley Park Subdivision, Block 1, Lots 1, 2, 3A, 4A, 5A, 8-A, 10A, 11A, 11B, 12-A1, 12-B, 13B, 13-A-2, 14A, 15A, 16-A-1, 17-A, 18-A, and 20, Block 2, Lots 1A, 2A, 3, 4, 7A, 10A, 13, and 14A, Block 3, Lots 1-7, Block 4, Lots 1A, 4A, 6, 7, 8, and 10A.

**SID 1425 Broso Park and Gabel Road**  
**Exhibit C Probable Cost Based On Bid Tabs**  
**Prepared By: City of Billings**

| Item Number | Description                               | Quantity | Unit  | Estimate    |             | City Non-SID Cost Quantity | City Non-SID Cost Amount | Assessment #1 Traffic Signal Quantity | Assessment #1 Traffic Signal Amount |
|-------------|-------------------------------------------|----------|-------|-------------|-------------|----------------------------|--------------------------|---------------------------------------|-------------------------------------|
|             |                                           |          |       | Unit Prices | Amount      |                            |                          |                                       |                                     |
|             |                                           |          |       | Dollars     | Dollars     |                            |                          |                                       |                                     |
| 101         | Mobilization/Demobilization               | 1        | EA    | \$56,000.00 | \$56,000.00 | 0.26                       | \$14,560.00              | 0.74                                  | \$41,440.00                         |
| 102         | Taxes, Bonds and Insurance                | 1        | EA    | \$10,500.00 | \$10,500.00 | 0.26                       | \$2,730.00               | 0.74                                  | \$7,770.00                          |
| 103         | Traffic Control                           | 1        | LS    | \$12,000.00 | \$12,000.00 | 0.26                       | \$3,120.00               | 0.74                                  | \$8,880.00                          |
| 104         | Stormwater Management and Erosion Control | 1        | LS    | \$1,100.00  | \$1,100.00  | 1.00                       | \$1,100.00               | 0.00                                  | \$0.00                              |
| 105         | Clearing and Grubbing                     | 1        | LS    | \$22,000.00 | \$22,000.00 | 1.00                       | \$22,000.00              | 0.00                                  | \$0.00                              |
| 106         | Remove Concrete Sidewalk and Ramps        | 136.0    | SY    | \$16.00     | \$2,176.00  | 0.00                       | \$0.00                   | 136.00                                | \$2,176.00                          |
| 107         | Remove Curb and Gutter                    | 150.0    | LF    | \$20.00     | \$3,000.00  | 0.00                       | \$0.00                   | 150.00                                | \$3,000.00                          |
| 108         | Adjust Manhole Rim Elevation              | 3.0      | EA    | \$400.00    | \$1,200.00  | 0.00                       | \$0.00                   | 3.00                                  | \$1,200.00                          |
| 109         | Exploratory Excavation                    | 10.0     | Hours | \$200.00    | \$2,000.00  | 0.00                       | \$0.00                   | 10.00                                 | \$2,000.00                          |
| 110         | Unclassified Excavation                   | 552.0    | CY    | \$30.00     | \$16,560.00 | 552.00                     | \$16,560.00              | 0.00                                  | \$0.00                              |
| 111         | Embankment Import                         | 263.0    | CY    | \$46.00     | \$12,098.00 | 263.00                     | \$12,098.00              | 0.00                                  | \$0.00                              |
| 112         | Mirafi RS580i Fabric                      | 1,354.0  | SY    | \$8.50      | \$11,509.00 | 1,354.00                   | \$11,509.00              | 0.00                                  | \$0.00                              |
| 113         | Crushed Base Course                       | 555.0    | LF    | \$38.00     | \$21,090.00 | 555.00                     | \$21,090.00              | 0.00                                  | \$0.00                              |
| 114         | Standard Curb and Gutter                  | 146.0    | LF    | \$56.00     | \$8,176.00  | 0.00                       | \$0.00                   | 146.00                                | \$8,176.00                          |
| 115         | Concrete Pedestrian Ramp                  | 224.0    | SF    | \$17.00     | \$3,808.00  | 0.00                       | \$0.00                   | 224.00                                | \$3,808.00                          |
| 116         | Detectable Warning Devices                | 20.0     | SF    | \$95.00     | \$1,900.00  | 0.00                       | \$0.00                   | 20.00                                 | \$1,900.00                          |
| 117         | Concrete Sidewalk (4" thick)              | 278.0    | SF    | \$15.00     | \$4,170.00  | 0.00                       | \$0.00                   | 278.00                                | \$4,170.00                          |
| 118         | 6" Asphalt Pavement                       | 627.0    | SY    | \$55.50     | \$34,798.50 | 627.00                     | \$34,798.50              | 0.00                                  | \$0.00                              |
| 119         | 6" Topsoil & Lawn Seed                    | 82.0     | SY    | \$55.50     | \$4,551.00  | 0.00                       | \$0.00                   | 82.00                                 | \$4,551.00                          |
| 120         | 6" Topsoil & Dryland Seed                 | 969.0    | SY    | \$21.00     | \$20,349.00 | 0.00                       | \$0.00                   | 969.00                                | \$20,349.00                         |
| 121         | Remove Existing Sign                      | 5.0      | EA    | \$150.00    | \$750.00    | 0.00                       | \$0.00                   | 5.00                                  | \$750.00                            |
| 122         | New Sign, Post & Foundation               | 5.0      | EA    | \$900.00    | \$4,500.00  | 0.00                       | \$0.00                   | 5.00                                  | \$4,500.00                          |
| 123         | New Sign Panel on Mast Arm                | 6.0      | EA    | \$300.00    | \$1,800.00  | 0.00                       | \$0.00                   | 6.00                                  | \$1,800.00                          |
| 124         | White (Epoxy)                             | 10.0     | GAL   | \$150.00    | \$1,500.00  | 0.00                       | \$0.00                   | 10.00                                 | \$1,500.00                          |
| 125         | Yellow (Epoxy)                            | 8.0      | GAL   | \$150.00    | \$1,200.00  | 0.00                       | \$0.00                   | 8.00                                  | \$1,200.00                          |
| 126         | Words and Symbols White (Epoxy)           | 7.0      | GAL   | \$400.00    | \$2,800.00  | 0.00                       | \$0.00                   | 7.00                                  | \$2,800.00                          |
| 127         | Words and Symbols Yellow (Epoxy)          | 7.0      | GAL   | \$400.00    | \$2,800.00  | 0.00                       | \$0.00                   | 7.00                                  | \$2,800.00                          |
| 128         | Conduit Plastic 2 IN                      | 58.7     | LF    | \$50.00     | \$2,935.00  | 0.00                       | \$0.00                   | 58.70                                 | \$2,935.00                          |
| 129         | Conduit Plastic 3 IN                      | 664.9    | LF    | \$36.00     | \$23,936.40 | 0.00                       | \$0.00                   | 664.90                                | \$23,936.40                         |
| 130         | Pullbox Composite Type 3                  | 5.0      | EA    | \$1,700.00  | \$8,500.00  | 0.00                       | \$0.00                   | 5.00                                  | \$8,500.00                          |
| 131         | Foundation Concrete                       | 20.6     | CY    | \$1,700.00  | \$35,020.00 | 0.00                       | \$0.00                   | 20.60                                 | \$35,020.00                         |
| 132         | Cable-Copper 3 AWG14-600v                 | 206.8    | LF    | \$3.60      | \$744.48    | 0.00                       | \$0.00                   | 206.80                                | \$744.48                            |
| 133         | Cable-Copper 5 AWG14-600v                 | 663.1    | LF    | \$4.40      | \$2,917.64  | 0.00                       | \$0.00                   | 663.10                                | \$2,917.64                          |
| 134         | Cable-Copper 7 AWG14-600v                 | 246.6    | LF    | \$3.60      | \$887.76    | 0.00                       | \$0.00                   | 246.60                                | \$887.76                            |
| 135         | Conductor-Copper AWG6-600v                | 25.7     | LF    | \$12.00     | \$308.40    | 0.00                       | \$0.00                   | 25.70                                 | \$308.40                            |
| 136         | Conductor-Copper AWG8-600v                | 844.5    | LF    | \$2.30      | \$1,942.35  | 0.00                       | \$0.00                   | 844.50                                | \$1,942.35                          |
| 137         | Conductor-Copper AWG10-600v               | 597      | LF    | \$1.90      | \$1,134.30  | 0.00                       | \$0.00                   | 597.00                                | \$1,134.30                          |
| 138         | Controler-Cab Pedestal Type P             | 1        | EA    | \$28,000.00 | \$28,000.00 | 0.00                       | \$0.00                   | 1.00                                  | \$28,000.00                         |
| 139         | Luminaire Assembly - LED                  | 3        | EA    | \$850.00    | \$2,550.00  | 0.00                       | \$0.00                   | 3.00                                  | \$2,550.00                          |
| 140         | Elec Serv Assembly                        | 1        | EA    | \$4,000.00  | \$4,000.00  | 0.00                       | \$0.00                   | 1.00                                  | \$4,000.00                          |
| 141         | Communication Cable - Cat-5e              | 132.1    | LF    | \$8.00      | \$1,056.80  | 0.00                       | \$0.00                   | 132.10                                | \$1,056.80                          |
| 142         | Emergency Pre-Emption System              | 2        | EA    | \$4,360.00  | \$8,720.00  | 0.00                       | \$0.00                   | 2.00                                  | \$8,720.00                          |
| 143         | EtherNet Radio                            | 1        | EA    | \$4,230.00  | \$4,230.00  | 0.00                       | \$0.00                   | 1.00                                  | \$4,230.00                          |
| 144         | Video Imaging Vehicle Detection System    | 1        | EA    | \$28,000.00 | \$28,000.00 | 0.00                       | \$0.00                   | 1.00                                  | \$28,000.00                         |
| 145         | Sig-Traf 3 Col-1 Way 12-12-12             | 9        | EA    | \$2,400.00  | \$21,600.00 | 0.00                       | \$0.00                   | 9.00                                  | \$21,600.00                         |
| 146         | Sig-Pedestrian Type 2                     | 2        | EA    | \$2,150.00  | \$4,300.00  | 0.00                       | \$0.00                   | 2.00                                  | \$4,300.00                          |
| 147         | Sig Standard Type 1-100                   | 2        | EA    | \$1,450.00  | \$2,900.00  | 0.00                       | \$0.00                   | 2.00                                  | \$2,900.00                          |

|     |                                |   |    |                          |                     |                      |                     |                   |                     |
|-----|--------------------------------|---|----|--------------------------|---------------------|----------------------|---------------------|-------------------|---------------------|
| 148 | Sig Standard Type 2-A-500-5    | 1 | EA | \$19,300.00              | \$19,300.00         | 0.00                 | \$0.00              | 1.00              | \$19,300.00         |
| 149 | Sig Standard Type 3-A-900-6    | 1 | EA | \$24,000.00              | \$24,000.00         | 0.00                 | \$0.00              | 1.00              | \$24,000.00         |
| 150 | Sig Standard Type 3-A-900-7    | 1 | EA | \$21,700.00              | \$21,700.00         | 0.00                 | \$0.00              | 1.00              | \$21,700.00         |
| 151 | Sig Standard Type 3-A-900-8    | 1 | EA | \$26,900.00              | \$26,900.00         | 0.00                 | \$0.00              | 1.00              | \$26,900.00         |
| 152 | Push Button Pedestrian Tactile | 2 | EA | \$1,900.00               | \$3,800.00          | 0.00                 | \$0.00              | 2.00              | \$3,800.00          |
|     |                                |   |    | Sub-Total                | \$543,718.63        |                      | \$139,565.50        |                   | \$404,153.13        |
|     |                                |   |    | Contingency              | 10%                 | \$54,371.86          | \$13,956.55         |                   | \$40,415.31         |
|     |                                |   |    | Design and CA            |                     | \$79,755.00          | \$20,472.07         |                   | \$59,282.93         |
|     |                                |   |    | Engineering              |                     | \$24,604.20          | \$6,315.58          |                   | \$18,288.62         |
|     |                                |   |    | <b>Total</b>             |                     | <b>\$702,449.69</b>  | <b>\$180,309.70</b> |                   | <b>\$522,139.99</b> |
|     |                                |   |    | <b>City Contribution</b> |                     | <b>-\$441,379.70</b> | 26%                 |                   | <b>74%</b>          |
|     |                                |   |    | Finance Fee              | \$1,200.00          | Total Property Area  | 4058180.28          | Assessed 1/2 cost | \$261,070.00        |
|     |                                |   |    | Revolving Fund 5%        | \$14,450.00         |                      |                     |                   |                     |
|     |                                |   |    | Bond Discount 2%         | \$5,780.00          | Per square foot      | \$0.07121418        |                   |                     |
|     |                                |   |    | Issuance Costs           | \$6,500.00          |                      |                     |                   |                     |
|     |                                |   |    |                          | <u>\$289,000.00</u> |                      |                     |                   |                     |

**SID 1425 Broso Park and Gabel**  
**Exhibit D Property Owner Description and Assessment**  
**Prepared By: City of Billings**

| TAX ID  | OWNER                                                                                         | OWNER                              | MAILING ADDRESS                 | CITY          | STATE | ZIP CODE   | LOT AREA     | ASSESSMENT #1<br>STREETS & UTILITIES<br>\$0.7121418/sf |
|---------|-----------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|---------------|-------|------------|--------------|--------------------------------------------------------|
| A30678  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 76709.16     | \$5,462.78                                             |
| A30679  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 28183.32     | \$2,007.05                                             |
| A30680  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 37984.32     | \$2,705.02                                             |
| A30681  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 55843.92     | \$3,976.88                                             |
| A30682  | Northwest Pipe Fitting Inc<br>Po Box 1258 Billings, Mt 59103-1258                             | NORTHWEST PIPE FITTING INC         | PO BOX 1258                     | BILLINGS      | MT    | 59103-1258 | 548856       | \$39,086.33                                            |
| A30685  | Harts Basin Ranch Corp<br>254 Upper Prairie Dog Rd Banner, WY<br>82832-9732                   | HARTS BASIN RANCH CORP             | 254 UPPER PRAIRIE DOG RD        | BANNER        | WY    | 82832-9732 | 306401.04    | \$21,820.10                                            |
| A30687  | Billings Ventures Lp<br>1801 Majestic Ln Billings, Mt 59102-6728                              | BILLINGS VENTURES LP               | 1801 MAJESTIC LN                | BILLINGS      | MT    | 59102-6728 | 486957.24    | \$34,678.26                                            |
| A30688  | Park Street Investments, Lc<br>1232 N 15Th Ave Ste 3 Bozeman, Mt 59715-3299                   | PARK STREET INVESTMENTS, LC        | 1232 N 15TH AVE STE 3           | BOZEMAN       | MT    | 59715-3299 | 63597.6      | \$4,529.05                                             |
| A30688A | Billings Hotel Developers Llc<br>Po Box 1491 Idaho Falls, Id 83403-1491                       | BILLINGS HOTEL DEVELOPERS LLC      | PO BOX 1491                     | IDAHO FALLS   | ID    | 83403-1491 | 73050.12     | \$5,202.20                                             |
| A30689  | Park Street Investments Lc<br>1232 N 15Th Ave Ste 3 Bozeman, Mt 59715-3299                    | PARK STREET INVESTMENTS LC         | 1232 N 15TH AVE STE 3           | BOZEMAN       | MT    | 59715-3299 | 50660.28     | \$3,607.73                                             |
| A30689A | Ember Lane Lodging Investors Llc<br>8214 Oreilly Dr Helena, Mt 59602-8241                     | EMBER LANE LODGING INVESTORS LLC   | 8214 OREILLY DR                 | HELENA        | MT    | 59602-8241 | 154899.36    | \$11,031.03                                            |
| A30690  | Jpk Tr Billings Llc<br>2011 8Th Ave Ne Aberdeen, Sd 57401-3210                                | JPK TR BILLINGS LLC                | 2011 8TH AVE NE                 | ABERDEEN      | SD    | 57401-3210 | 83591.64     | \$5,952.91                                             |
| A30691  | Broso Valley Lodging Investors Llc<br>8214 Oreilly Dr Helena, Mt 59602-8241                   | BROSO VALLEY LODGING INVESTORS LLC | 8214 OREILLY DR                 | HELENA        | MT    | 59602-8241 | 134731.08    | \$9,594.76                                             |
| A30692  | Rocky Mountain Oil Inc<br>4567 American Blvd W Bloomington, Mn<br>55437-1123                  | ROCKY MOUNTAIN OIL INC             | 4567 AMERICAN BLVD W            | BLOOMINGTON   | MN    | 55437-1123 | 68737.68     | \$4,895.10                                             |
| A30693  | One At A Time Llc<br>1020 Shiloh Crossing Blvd Ste 3 Billings, Mt<br>59102-7377               | ONE AT A TIME LLC                  | 1020 SHILOH CROSSING BLVD STE 3 | BILLINGS      | MT    | 59102-7377 | 56540.88     | \$4,026.51                                             |
| A30694  | Club Properties Llc<br>3101 S Russell St Missoula, Mt 59801-6872                              | CLUB PROPERTIES LLC                | 3101 S RUSSELL ST               | MISSOULA      | MT    | 59801-6872 | 84549.96     | \$6,021.16                                             |
| A30695  | Nationwide Health Properties Inc<br>21001 N Tatum Blvd Ste 1630-630 Phoenix,<br>Az 85050-4242 | NATIONWIDE HEALTH PROPERTIES INC   | 21001 N TATUM BLVD STE 1630-630 | PHOENIX       | AZ    | 85050-4242 | 156119.04    | \$11,117.89                                            |
| A30697  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 86684.4      | \$6,173.16                                             |
| A30698  | Mcdonald Land Holdings Llc<br>Po Box 19 Molt, Mt 59057                                        | MCDONALD LAND HOLDINGS LLC         | PO BOX 19                       | MOLT          | MT    | 59057      | 33018.48     | \$2,351.38                                             |
| A30699  | Mcdonald Land Holdings Llc<br>Po Box 19 Molt, Mt 59057                                        | MCDONALD LAND HOLDINGS LLC         | PO BOX 19                       | MOLT          | MT    | 59057      | 37940.76     | \$2,701.92                                             |
| A30700  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 47611.08     | \$3,390.58                                             |
| A30701  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 38027.88     | \$2,708.12                                             |
| A30704  | Hensley Properties-Oak Terrace Lp<br>14400 Metcalf Ave Overland Park, Ks<br>66223-2989        | HENSLEY PROPERTIES-OAK TERRACE LP  | 14400 METCALF AVE               | OVERLAND PARK | KS    | 66223-2989 | 173717.28    | \$12,371.13                                            |
| A30709  | Billings Lodging West Llc<br>Po Box 15 Aberdeen, Sd 57402-0015                                | BILLINGS LODGING WEST LLC          | PO BOX 15                       | ABERDEEN      | SD    | 57402-0015 | 98053.56     | \$6,982.80                                             |
| A30710  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 31450.32     | \$2,239.71                                             |
| A30711  | Mcdonald Land Holdings Llc<br>Po Box 19 Molt, Mt 59057                                        | MCDONALD LAND HOLDINGS LLC         | PO BOX 19                       | MOLT          | MT    | 59057      | 84811.32     | \$6,039.77                                             |
| A30713  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 31711.68     | \$2,258.32                                             |
| A30714  | Aeams Properties Llc<br>3435 Moutain Pass Rd Billings, Mt 59106                               | AEAMS PROPERTIES LLC               | 3435 MOUTAIN PASS RD            | BILLINGS      | MT    | 59106      | 38594.16     | \$2,748.45                                             |
| A30715  | Aeams Properties Llc<br>3435 Moutain Pass Rd Billings, Mt 59106                               | AEAMS PROPERTIES LLC               | 3435 MOUTAIN PASS RD            | BILLINGS      | MT    | 59106      | 28009.08     | \$1,994.64                                             |
| A30716  | Aeams Properties Llc<br>Po Box 81087 Billings, Mt 59108-1087                                  | AEAMS PROPERTIES LLC               | PO BOX 81087                    | BILLINGS      | MT    | 59108-1087 | 59938.56     | \$4,268.48                                             |
| A30718  | S & E Storage Llc<br>1630 Valley Heights Rd Billings, Mt 59105-1907                           | S & E STORAGE LLC                  | 1630 VALLEY HEIGHTS RD          | BILLINGS      | MT    | 59105-1907 | 30099.96     | \$2,143.54                                             |
| A30719  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 31624.56     | \$2,252.12                                             |
| A30721  | Billings Va 2008 Llc<br>889 E Johnson St Fond Du Lac, Wi 54935-2933                           | BILLINGS VA 2008 LLC               | 889 E JOHNSON ST                | FOND DU LAC   | WI    | 54935-2933 | 142963.92    | \$10,181.06                                            |
| A30725  | Kre Hcre 2 Owner 3 Llc<br>30 Hudson Yards Ste 7500 New York, Ny<br>10001-2170                 | KRE HCRC 2 OWNER 3 LLC             | 30 HUDSON YARDS STE 7500        | NEW YORK      | NY    | 10001-2170 | 104369.76    | \$7,432.61                                             |
| A30726  | Macc 2 Land Llc<br>2900 12Th Ave N Ste 100E Billings, Mt<br>59101-7504                        | MACC 2 LAND LLC                    | 2900 12TH AVE N STE 100E        | BILLINGS      | MT    | 59101-7504 | 49222.8      | \$3,505.36                                             |
| A30727  | Macc 2 Land Llc<br>2900 12Th Ave N Ste 100E Billings, Mt<br>59101-7504                        | MACC 2 LAND LLC                    | 2900 12TH AVE N STE 100E        | BILLINGS      | MT    | 59101-7504 | 79409.88     | \$5,655.11                                             |
| A30728  | Shiloh Enterprises Llc<br>1833 Iris Ln Billings, Mt 59102-2335                                | SHILOH ENTERPRISES LLC             | 1833 IRIS LN                    | BILLINGS      | MT    | 59102-2335 | 76665.6      | \$5,459.68                                             |
| A30730  | Billings Va 2012 Llc<br>889 E Johnson St Fond Du Lac, Wi 54935-2933                           | BILLINGS VA 2012 LLC               | 889 E JOHNSON ST                | FOND DU LAC   | WI    | 54935-2933 | 286842.6     | \$20,427.26                                            |
|         |                                                                                               |                                    |                                 |               |       |            | 4,058,180.28 | \$289,000.00                                           |

# **SID 1425 Broso Park Drive and Gabel Road Traffic Signal**

## **Exhibit E Description of Improvements**

**Prepared by: City of Billings**

Special Improvement District No. 1425 shall construct a traffic signal at the intersection of Broso Park Drive and Gabel Road and construct street widening of Gabel Road within the City of Billings.

# SID 1425 Broso Park Drive and Gabel Road Traffic Signal

## Exhibit F Property Market Value and Delinquency

Prepared By: City of Billings

| TAX I.D.<br>NUMBER | PREVIOUS<br>SID # | PREVIOUS       |               | SID 1425<br>ASSESSMENT | ESTIMATED<br>MARKET<br>VALUE | ESTIMATED<br>MARKET VALUE<br>AFTER<br>IMPROVEMENTS |
|--------------------|-------------------|----------------|---------------|------------------------|------------------------------|----------------------------------------------------|
|                    |                   | SID<br>PAY-OFF | DELINQUENT    |                        |                              |                                                    |
| A30678             |                   |                |               | \$5,462.78             | \$550,496.00                 | \$555,958.78                                       |
| A30679             |                   |                |               | \$2,007.05             | \$213,993.00                 | \$216,000.05                                       |
| A30680             |                   |                |               | \$2,705.02             | \$213,993.00                 | \$216,698.02                                       |
| A30681             |                   |                |               | \$3,976.88             | \$283,405.00                 | \$287,381.88                                       |
| A30682             |                   |                |               | \$39,086.33            | \$408,465.00                 | \$447,551.33                                       |
| A30685             |                   |                |               | \$21,820.10            | \$8,447,900.00               | \$8,469,720.10                                     |
| A30687             |                   |                |               | \$34,678.26            | \$2,023,533.00               | \$2,058,211.26                                     |
| A30688             |                   |                |               | \$4,529.05             | \$11,586,200.00              | \$11,590,729.05                                    |
| A30688A            |                   |                |               | \$5,202.20             | \$2,025,300.00               | \$2,030,502.20                                     |
| A30689             |                   |                |               | \$3,607.73             | \$525,776.00                 | \$529,383.73                                       |
| A30689A            |                   |                |               | \$11,031.03            | \$372,722.00                 | \$383,753.03                                       |
| A30690             |                   |                |               | \$5,952.91             | \$11,758,500.00              | \$11,764,452.91                                    |
| A30691             |                   |                |               | \$9,594.76             | \$5,949,800.00               | \$5,959,394.76                                     |
| A30692             |                   |                |               | \$4,895.10             | \$6,858,400.00               | \$6,863,295.10                                     |
| A30693             |                   |                |               | \$4,026.51             | \$1,441,287.00               | \$1,445,313.51                                     |
| A30694             |                   |                |               | \$6,021.16             | \$431,255.00                 | \$437,276.16                                       |
| A30695             |                   |                |               | \$11,117.89            | \$2,101,100.00               | \$2,112,217.89                                     |
| A30697             |                   |                |               | \$6,173.16             | \$6,058,930.00               | \$6,065,103.16                                     |
| A30698             |                   |                |               | \$2,351.38             | \$617,535.00                 | \$619,886.38                                       |
| A30699             |                   |                |               | \$2,701.92             | \$249,247.00                 | \$251,948.92                                       |
| A30700             |                   |                |               | \$3,390.58             | \$284,025.00                 | \$287,415.58                                       |
| A30701             |                   |                |               | \$2,708.12             | \$351,595.00                 | \$354,303.12                                       |
| A30704             |                   |                |               | \$12,371.13            | \$284,638.00                 | \$297,009.13                                       |
| A30709             |                   |                |               | \$6,982.80             | \$12,260,416.00              | \$12,267,398.80                                    |
| A30710             |                   |                |               | \$2,239.71             | \$693,383.00                 | \$695,622.71                                       |
| A30711             |                   |                |               | \$6,039.77             | \$238,103.00                 | \$244,142.77                                       |
| A30713             |                   |                |               | \$2,258.32             | \$604,984.00                 | \$607,242.32                                       |
| A30714             |                   |                |               | \$2,748.45             | \$239,963.00                 | \$242,711.45                                       |
| A30715             |                   |                |               | \$1,994.64             | \$288,621.00                 | \$290,615.64                                       |
| A30716             |                   |                |               | \$4,268.48             | \$212,608.00                 | \$216,876.48                                       |
| A30718             |                   |                |               | \$2,143.54             | \$3,043,200.00               | \$3,045,343.54                                     |
| A30719             |                   |                |               | \$2,252.12             | \$1,438,000.00               | \$1,440,252.12                                     |
| A30721             |                   |                |               | \$10,181.06            | \$239,343.00                 | \$249,524.06                                       |
| A30725             |                   |                |               | \$7,432.61             | \$4,177,200.00               | \$4,184,632.61                                     |
| A30726             |                   |                |               | \$3,505.36             | \$3,756,200.00               | \$3,759,705.36                                     |
| A30727             |                   |                |               | \$5,655.11             | \$362,772.00                 | \$368,427.11                                       |
| A30728             |                   |                |               | \$5,459.68             | \$568,695.00                 | \$574,154.68                                       |
| A30730             |                   |                |               | \$20,427.26            | \$550,202.00                 | \$570,629.26                                       |
| <b>AVERAGE</b>     |                   | <b>#DIV/0!</b> | <b>\$0.00</b> | <b>\$7,605.26</b>      | <b>\$2,413,468.03</b>        | <b>\$2,421,073.29</b>                              |
| <b>MEDIAN</b>      |                   | <b>#NUM!</b>   | <b>\$0.00</b> | <b>\$5,048.65</b>      | <b>\$559,595.50</b>          | <b>\$572,391.97</b>                                |
| <b>LOW</b>         |                   | <b>\$0.00</b>  | <b>\$0.00</b> | <b>\$1,994.64</b>      | <b>\$212,608.00</b>          | <b>\$216,000.05</b>                                |
| <b>HIGH</b>        |                   | <b>\$0.00</b>  | <b>\$0.00</b> | <b>\$39,086.33</b>     | <b>\$12,260,416.00</b>       | <b>\$12,267,398.80</b>                             |

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Second Reading Ordinance Amending BMCC, Article 22-800, Storm Sewers  
**Presented by:** Jennifer Duray  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the second and final reading of the ordinance amending Billings, Montana City Code (BMCC), Article 22-800, Storm Sewers.

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

At its meeting on March 11, 2024, the City Council conducted a public hearing and approved the first reading of an ordinance amending Article 22-800 of the Billings Montana City Code, including the following:

- Make the changes necessary to change from billing storm fees as an assessment on the annual property tax statement to billing the fee on the monthly utility bill;
- Revise the title of the Article from "Storm Sewer" to "Storm Sewer System Rates and Charges;"
- Revise the storm rate methodology from using zoning and parcel square footage to be set by Council resolution and in accord with MCA 7-13-4304;
- Revise the collection procedures for delinquent storm fee bills; and
- Delete obsolete language and make minor updates to the verbiage.

One additional change was made by City Council at the meeting and is incorporated in this amended ordinance. This change was to add "pursuant to policies adopted by the city council" at the end of the first sentence in Section 22-802.

**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.

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**Attachments**

Ordinance Amendment Clean  
Ordinance Amendment Redlined

**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 pursuant to policies adopted by the city council. 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

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 pursuant to policies adopted by the city council. 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. 22-8034. – 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 Mmunicipal Sstorm 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.

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**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

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Payment of Claims for week of February 20th, 2024  
**Presented by:** Erin Watterud  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$2,567,028.17 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

**ALTERNATIVES**

No other alternatives were analyzed

**FISCAL EFFECTS**

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

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**Attachments**

CouncilMemo wk of 02202024

| Check Date | Check # | Name                              | Fund Name      | Amount       | Item Desc                                  |
|------------|---------|-----------------------------------|----------------|--------------|--------------------------------------------|
| 02/20/2024 | 868660  | A+ Electric Intermediate Holdings | Water          | \$ 2,590.00  | Motor Testing                              |
| 02/20/2024 | 868661  | A+ Electric Motor                 | Park Dist 1    | \$ 1,700.00  | lower castle rock pump repair - 6521122    |
| 02/20/2024 | 868661  | A+ Electric Motor                 | Park Dist 1    | \$ 4,382.11  | upper pioneer pump motor repair - 6502171  |
| 02/20/2024 | 868664  | Adv Engin and Enviro Services     | Water          | \$ 52,295.75 | WO 23-96 WTP Intake #2 Catwalk Renovations |
| 02/20/2024 | 868669  | Askin Construction                | Sidewalk Const | \$ 19,648.33 | Retainage Release                          |
| 02/20/2024 | 868669  | Askin Construction                | St Maint Dist  | \$ 33,103.86 | Retainage Release                          |
| 02/20/2024 | 868669  | Askin Construction                | Storm Sewer    | \$ 11,000.73 | Retainage Release                          |
| 02/20/2024 | 868669  | Askin Construction                | Water          | \$ 86,580.45 | WO 22-45 Willett Pump Station Improvements |
| 02/20/2024 | 868671  | AT & T                            | Airport        | \$ 1,276.37  | Airport -New Phones                        |
| 02/20/2024 | 868671  | AT & T                            | Building       | \$ 45.24     | Building Manager                           |
| 02/20/2024 | 868671  | AT & T                            | Building       | \$ 513.11    | PW-Building Cell Phones                    |
| 02/20/2024 | 868671  | AT & T                            | Building       | \$ 432.38    | PW-Building Surfaces                       |
| 02/20/2024 | 868671  | AT & T                            | CDBG           | \$ 145.80    | Comm Dev                                   |
| 02/20/2024 | 868671  | AT & T                            | Court Grants   | \$ 135.72    | Muni Court DC                              |
| 02/20/2024 | 868671  | AT & T                            | Engineering    | \$ 174.20    | Engineering Tablets                        |
| 02/20/2024 | 868671  | AT & T                            | Engineering    | \$ 147.58    | PW-Engineering Cell Phones and MiFi        |
| 02/20/2024 | 868671  | AT & T                            | Facilities     | \$ 45.24     | Facilities BOC                             |
| 02/20/2024 | 868671  | AT & T                            | Facilities     | \$ 31.70     | Facilities BOC                             |
| 02/20/2024 | 868671  | AT & T                            | Facilities     | \$ 13.54     | Facilities BOC                             |
| 02/20/2024 | 868671  | AT & T                            | Facilities     | \$ 45.24     | Facilities BOC                             |
| 02/20/2024 | 868671  | AT & T                            | Facilities     | \$ 86.46     | Facilities BOC/CH                          |
| 02/20/2024 | 868671  | AT & T                            | Facilities     | \$ 28.86     | Facilities BOC/CH                          |
| 02/20/2024 | 868671  | AT & T                            | Facilities     | \$ 45.24     | Facilities City Hall                       |
| 02/20/2024 | 868671  | AT & T                            | Facilities     | \$ 45.24     | Facilities City Hall                       |
| 02/20/2024 | 868671  | AT & T                            | Facilities     | \$ 27.74     | Facilities City Hall                       |
| 02/20/2024 | 868671  | AT & T                            | Facilities     | \$ 90.48     | Facilities Managers                        |
| 02/20/2024 | 868671  | AT & T                            | Fleet          | \$ 45.59     | Motor Pool                                 |
| 02/20/2024 | 868671  | AT & T                            | General        | \$ 453.29    | Code Enforcement                           |
| 02/20/2024 | 868671  | AT & T                            | General        | \$ 45.24     | Purchasing                                 |
| 02/20/2024 | 868671  | AT & T                            | General        | \$ 45.24     | Human Resources                            |
| 02/20/2024 | 868671  | AT & T                            | General        | \$ 180.96    | Legal Dept -Domestic Violence -            |
| 02/20/2024 | 868671  | AT & T                            | General        | \$ 50.28     | Legal                                      |
| 02/20/2024 | 868671  | AT & T                            | General        | \$ 243.78    | PRPL - Recreation Division                 |

| Check Date | Check # | Name   | Fund Name     | Amount      | Item Desc                      |
|------------|---------|--------|---------------|-------------|--------------------------------|
| 02/20/2024 | 868671  | AT & T | General       | \$ 104.52   | Rec Tablets                    |
| 02/20/2024 | 868671  | AT & T | IT Resources  | \$ 50.29    | IT Department -On call Phone - |
| 02/20/2024 | 868671  | AT & T | Library       | \$ 189.96   | Library                        |
| 02/20/2024 | 868671  | AT & T | Library       | \$ 107.40   | Library Out Reach              |
| 02/20/2024 | 868671  | AT & T | P.W. Admin    | \$ 32.63    | PWBLKNP OFFICE -50/50          |
| 02/20/2024 | 868671  | AT & T | P.W. Admin    | \$ 32.62    | PWBLKNP OFFICE -50/50          |
| 02/20/2024 | 868671  | AT & T | Park Dist 1   | \$ 318.34   | Parks Dept.                    |
| 02/20/2024 | 868671  | AT & T | Park Dist 1   | \$ 537.26   | PRPL Parks Tablets             |
| 02/20/2024 | 868671  | AT & T | Parking       | \$ 7.15     | Parking Phones and scanner     |
| 02/20/2024 | 868671  | AT & T | Parking       | \$ 226.20   | Parking Phones and scanner     |
| 02/20/2024 | 868671  | AT & T | PD Program    | \$ 160.56   | CCSIU Toughbook                |
| 02/20/2024 | 868671  | AT & T | PD Program    | \$ 45.55    | Domestic Violence              |
| 02/20/2024 | 868671  | AT & T | Phone System  | \$ 45.30    | IT Department -On call Phone - |
| 02/20/2024 | 868671  | AT & T | Phone System  | \$ 65.02    | IT iPads                       |
| 02/20/2024 | 868671  | AT & T | Phone System  | \$ 21.44    | IT iPads                       |
| 02/20/2024 | 868671  | AT & T | Phone System  | \$ 67.86    | TeleComm Manager               |
| 02/20/2024 | 868671  | AT & T | Planning      | \$ 67.86    | PLANNING                       |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 272.99   | Animal Control Cell Phones     |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 321.12   | Animal Control -MDT            |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ -        | Assistant chiefs new iPads     |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 289.02   | Comm. Center 9-1-1             |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 40.14    | Detective -Toughbook           |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 444.13   | FIRE CRADLEPOINT               |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 1,347.10 | Fire Department Cell Phones    |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 374.90   | FIRE EMS                       |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 135.72   | Fire EMS Cell Phone            |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 198.72   | FIRE INSPECTIONS               |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 269.46   | Fire iPads                     |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 123.40   | Fire iPads                     |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 40.14    | Fire iPads                     |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 799.46   | Fire Station iPads             |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 85.69    | ICAC                           |
| 02/20/2024 | 868671  | AT & T | Public Safety | \$ 690.57   | MDT Fire                       |

| Check Date | Check # | Name   | Fund Name      | Amount      | Item Desc                                           |
|------------|---------|--------|----------------|-------------|-----------------------------------------------------|
| 02/20/2024 | 868671  | AT & T | Public Safety  | \$ 83.39    | POLICE CRADLEPOINT                                  |
| 02/20/2024 | 868671  | AT & T | Public Safety  | \$ 126.04   | POLICE CSO                                          |
| 02/20/2024 | 868671  | AT & T | Public Safety  | \$ 3,894.98 | Police Department Cell Phone                        |
| 02/20/2024 | 868671  | AT & T | Public Safety  | \$ 50.28    | Police -Drone                                       |
| 02/20/2024 | 868671  | AT & T | Public Safety  | \$ 5,218.20 | Police MDT Toughbooks and Loaner MDT's              |
| 02/20/2024 | 868671  | AT & T | Public Safety  | \$ 240.84   | Police MDT Toughbooks and Loaner MDT's              |
| 02/20/2024 | 868671  | AT & T | Public Safety  | \$ 287.20   | Yellowstone County Cellular Charges -3 cradlepoints |
| 02/20/2024 | 868671  | AT & T | Solid Waste    | \$ 387.08   | SOLID WASTE Cell and iPads                          |
| 02/20/2024 | 868671  | AT & T | Solid Waste    | \$ 139.36   | SOLID WASTE Cell and iPads                          |
| 02/20/2024 | 868671  | AT & T | Street/Traffic | \$ 372.55   | School Flashers                                     |
| 02/20/2024 | 868671  | AT & T | Street/Traffic | \$ 724.66   | Street Traffic iPads                                |
| 02/20/2024 | 868671  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones                          |
| 02/20/2024 | 868671  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones                          |
| 02/20/2024 | 868671  | AT & T | Transit        | \$ 45.22    | MET Supervisor Cell Phones                          |
| 02/20/2024 | 868671  | AT & T | Transit        | \$ 37.79    | MET Supervisor Cell Phones                          |
| 02/20/2024 | 868671  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones                          |
| 02/20/2024 | 868671  | AT & T | Transit        | \$ 12.49    | MET Supervisor Cell Phones                          |
| 02/20/2024 | 868671  | AT & T | Transit        | \$ 50.34    | MET Supervisor Cell Phones                          |
| 02/20/2024 | 868671  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones                          |
| 02/20/2024 | 868671  | AT & T | Transit        | \$ 389.74   | MET Transit Tablets                                 |
| 02/20/2024 | 868671  | AT & T | Transit        | \$ 645.35   | MET Transit Tablets                                 |
| 02/20/2024 | 868671  | AT & T | Wastewater     | \$ 180.96   | PW Environmental                                    |
| 02/20/2024 | 868671  | AT & T | Wastewater     | \$ 403.12   | PWBELKNAP-DIST COLL CELL PHONES 50/50               |
| 02/20/2024 | 868671  | AT & T | Wastewater     | \$ 475.60   | PWBLKNP Electricians -Phones                        |
| 02/20/2024 | 868671  | AT & T | Wastewater     | \$ 28.20    | PWBLKNP STORES -75/25                               |
| 02/20/2024 | 868671  | AT & T | Wastewater     | \$ 954.67   | PWBLNP-WWTRMNT1 WWTP and iPads                      |
| 02/20/2024 | 868671  | AT & T | Wastewater     | \$ 104.52   | PWBLNP-WWTRMNT1 WWTP and iPads                      |
| 02/20/2024 | 868671  | AT & T | Wastewater     | \$ 516.00   | PW-Distribution Collection Tablets 50/50            |
| 02/20/2024 | 868671  | AT & T | Wastewater     | \$ 80.28    | PW-Environmental                                    |
| 02/20/2024 | 868671  | AT & T | Water          | \$ 403.13   | PWBELKNAP-DIST COLL CELL PHONES 50/50               |
| 02/20/2024 | 868671  | AT & T | Water          | \$ 1,052.31 | PWBELKNAP-WT Water Treatment                        |
| 02/20/2024 | 868671  | AT & T | Water          | \$ 472.64   | PWBLKNP COMM-METER CityWorks/Neptune                |
| 02/20/2024 | 868671  | AT & T | Water          | \$ 392.95   | PWBLKNP MTRSHOP CELL PHONE AND IPADS                |

| Check Date | Check # | Name                          | Fund Name      | Amount        | Item Desc                                            |
|------------|---------|-------------------------------|----------------|---------------|------------------------------------------------------|
| 02/20/2024 | 868671  | AT & T                        | Water          | \$ 149.04     | PWBLKNP MTRSHOP CELL PHONE AND IPADS                 |
| 02/20/2024 | 868671  | AT & T                        | Water          | \$ 84.61      | PWBLKNP STORES -75/25                                |
| 02/20/2024 | 868671  | AT & T                        | Water          | \$ 516.00     | PW-Distribution Collection Tablets 50/50             |
| 02/20/2024 | 868672  | ATS Inland NW                 | Airport        | \$ 714.00     | FY23 Energy Management Services - QTA                |
| 02/20/2024 | 868672  | ATS Inland NW                 | Airport        | \$ 3,079.00   | FY23 Energy Management Services - Terminal           |
| 02/20/2024 | 868673  | Automatic Doors Of MT         | Airport        | \$ 6,857.50   | Invoice #6023. Replace Glass Panel-Vandalism         |
| 02/20/2024 | 868676  | Belson Outdoors               | Airport        | \$ 24,999.00  | Invoice #WQ 355163. Garbage Cans Terminal Remodel    |
| 02/14/2024 | 868659  | Billings Construction Supply  | Park Dist 1    | \$ 138.96     | toilet rental for Centennial park - 10999            |
| 02/14/2024 | 868659  | Billings Construction Supply  | Park Dist 1    | \$ 172.17     | toilet rental or mary street - 10957                 |
| 02/14/2024 | 868659  | Billings Construction Supply  | Public Safety  | \$ 151.96     | I111154 PORTABLE TOILET                              |
| 02/14/2024 | 868659  | Billings Construction Supply  | Public Safety  | \$ 127.67     | I11155: SEPT 1-30, 2023 PORTABLE TOILET              |
| 02/14/2024 | 868659  | Billings Construction Supply  | Public Safety  | \$ 131.96     | I11156 OCT 1-31 2023 PORTABLE TOILETS                |
| 02/14/2024 | 868659  | Billings Construction Supply  | Public Safety  | \$ 127.67     | I11157 NOVEMBER 1-30, 2023                           |
| 02/14/2024 | 868659  | Billings Construction Supply  | Public Safety  | \$ 131.96     | I11158 DEC 1-31 2023 PORTABLE TOILETS                |
| 02/14/2024 | 868659  | Billings Construction Supply  | Public Safety  | \$ 131.96     | I11159 JAN 1-31 2024 PORTABLE TOILETS                |
| 02/14/2024 | 868659  | Billings Construction Supply  | Solid Waste    | \$ 136.74     | Landfill Toilet Rental Site: S236. 1/1/2 - 1/31/24.  |
| 02/14/2024 | 868659  | Billings Construction Supply  | Solid Waste    | \$ 129.74     | Landfill Toilet Rental Site: S479. 1/1/24 - 1/31/24. |
| 02/14/2024 | 868659  | Billings Construction Supply  | Street/Traffic | \$ 360.00     | inv#24533mini bar amber for unit 1193                |
| 02/14/2024 | 868659  | Billings Construction Supply  | Street/Traffic | \$ 118.20     | inv#24705two stroke fuel                             |
| 02/14/2024 | 868659  | Billings Construction Supply  | Street/Traffic | \$ 129.74     | inv#110926toilet rental at airport property          |
| 02/14/2024 | 868659  | Billings Construction Supply  | Wastewater     | \$ 131.96     | Billings Rod & Gun Club..Toilet Rental..             |
| 02/14/2024 | 868659  | Billings Construction Supply  | Wastewater     | \$ 38.10      | stop switch for concrete saw                         |
| 02/14/2024 | 868659  | Billings Construction Supply  | Wastewater     | \$ 797.00     | WO 553124..Rimrock Rd & Rugby DR...Sewer             |
| 02/14/2024 | 868659  | Billings Construction Supply  | Water          | \$ 235.00     | Heating Blanket from River intake sample             |
| 02/14/2024 | 868659  | Billings Construction Supply  | Water          | \$ 38.10      | stop switch for concrete saw                         |
| 02/20/2024 | ACH     | Burns & McDonnell Engineering | Water          | \$ 29,319.90  | WO 19-42 West End Water Treatment Plant Project      |
| 02/20/2024 | 868684  | Cellebrite USA                | Public Safety  | \$ 6,900.00   | Q-368301-1 software subscription                     |
| 02/20/2024 | 868695  | City High Ditch Water Users   | Park Dist 1    | \$ 9,000.00   | ditch user fees for 2024                             |
| 02/20/2024 | 868696  | Communication Resources       | Public Safety  | \$ 26,060.65  | Fire Stations 1-8 Access Control App. #3             |
| 02/20/2024 | 868698  | Cushing Terrell               | St Maint Dist  | \$ 18,457.53  | WO 23-45 Street/Traffic Remote Salt Storage Bldg     |
| 02/20/2024 | 868702  | Dick Anderson Construction    | Water          | \$ 532,551.29 | WO 19-42 West End WTP Project - Construction         |
| 02/20/2024 | 868703  | Ditch Witch West              | Water          | \$ 17,393.39  | Rods for water pipe bursting machine/HB1             |
| 02/20/2024 | 868705  | Earth First Aid Recycling     | Solid Waste    | \$ 3,263.25   | Residential Cardboard Recycling - January 2024       |

| Check Date | Check # | Name                           | Fund Name      | Amount        | Item Desc                                            |
|------------|---------|--------------------------------|----------------|---------------|------------------------------------------------------|
| 02/20/2024 | 868706  | Earth Movers Excavation        | Storm Sewer    | \$ 13,539.51  | Retainage Release                                    |
| 02/20/2024 | 868711  | Financial Consulting Solutions | Storm Sewer    | \$ 8,120.00   | WO 20-37 Stormwater Utility Development              |
| 02/20/2024 | ACH     | Finishing Touch Exteriors      | Facilities     | \$ 364,239.64 | siding and roofing- Blngs Comm Center                |
| 02/20/2024 | 868712  | First Montana Title            | CDBG           | \$ 10,000.00  | FTHB Adam Wallace 943 Neptune Blvd.                  |
| 02/20/2024 | 868713  | Gary Weber Const               | Wastewater     | \$ 18,468.00  | Excavator/Parts for Emergency Sewer Main             |
| 02/20/2024 | 868717  | Guardian Security              | Library        | \$ 10,505.39  | 1046 December 2023                                   |
| 02/20/2024 | 868718  | Hach Company                   | Wastewater     | \$ 7,517.50   | Ammonia sensors for bioreactors                      |
| 02/20/2024 | ACH     | HDR                            | Sidewalk Const | \$ 4,615.76   | WO 22-07 Mullowney Lane, Consultant Agreement        |
| 02/20/2024 | ACH     | HDR                            | St Maint Dist  | \$ 748.66     | WO 22-07 Mullowney Lane, Consultant Agreement        |
| 02/20/2024 | ACH     | HDR                            | Wastewater     | \$ 15,833.28  | WO 20-44 WRF Nutrient Recovery Improvements Proj     |
| 02/20/2024 | ACH     | HDR                            | Water          | \$ 39,941.18  | WO 19-12 West End Reservoir                          |
| 02/20/2024 | ACH     | HDR                            | Water          | \$ 107,506.90 | WO 23-12 Zone 4 Pump Station & Waterline Improv      |
| 02/20/2024 | ACH     | HDR                            | Water          | \$ 908.15     | WO 24-20 WT Plant Underground Leaks Assessment       |
| 02/20/2024 | 868722  | Hi-Country Dock & Door         | Public Safety  | \$ 2,690.00   | Fire Station 1 new LiftMaster 16' trolley with brake |
| 02/20/2024 | 868725  | InfoSend                       | P.W. Admin     | \$ 3,216.68   | letters/statements 01/22/24-01/29/24                 |
| 02/20/2024 | 868725  | InfoSend                       | P.W. Admin     | \$ 762.14     | letters/statements 01/22/24-01/29/24                 |
| 02/20/2024 | 868725  | InfoSend                       | P.W. Admin     | \$ 11,116.84  | Statements/Letters 01/02/24-01/18/24                 |
| 02/20/2024 | 868725  | InfoSend                       | P.W. Admin     | \$ 2,655.68   | Statements/Letters 01/02/24-01/18/24                 |
| 02/20/2024 | 868727  | Insight Public Sector          | Transit        | \$ 1,523.99   | Surface Pro 9 -i7, 16GB, 1TB, dock and warranty -MET |
| 02/20/2024 | 868727  | Insight Public Sector          | Transit        | \$ 1,016.00   | Surface Pro 9 -i7, 16GB, 1TB, dock and warranty -MET |
| 02/20/2024 | 868729  | Interstate Power Systems       | Wastewater     | \$ 4,250.00   | 2.5 MW MTU Generator annual maint servic             |
| 02/20/2024 | 868730  | Invoice Cloud                  | Building       | \$ 96.20      | Service for Jan 2024                                 |
| 02/20/2024 | 868730  | Invoice Cloud                  | City Ins Fund  | \$ 10.58      | Service for Jan 2024                                 |
| 02/20/2024 | 868730  | Invoice Cloud                  | Parking        | \$ 455.26     | Service for Jan 2024                                 |
| 02/20/2024 | 868730  | Invoice Cloud                  | Solid Waste    | \$ 7,605.01   | Service for Jan 2024                                 |
| 02/20/2024 | 868730  | Invoice Cloud                  | Wastewater     | \$ 7,808.02   | Service for Jan 2024                                 |
| 02/20/2024 | 868730  | Invoice Cloud                  | Water          | \$ 11,357.12  | Service for Jan 2024                                 |
| 02/20/2024 | 868737  | Knife River                    | Gas Tax        | \$ 23,380.61  | Retainage Release                                    |
| 02/20/2024 | 868737  | Knife River                    | St Maint Dist  | \$ 32,287.51  | Retainage Release                                    |
| 02/20/2024 | 868737  | Knife River                    | Street/Traffic | \$ 6,304.00   | inv#898220sand/salt material                         |
| 02/20/2024 | 868737  | Knife River                    | Street/Traffic | \$ 6,981.75   | inv#898323sand/salt material                         |
| 02/20/2024 | 868737  | Knife River                    | Water          | \$ 2,123.90   | CRUSHED GRAVEL 3/4"---1-1 - /2TON = 1 YARD           |
| 02/20/2024 | 868737  | Knife River                    | Water          | \$ 1,577.07   | Delivery & Fuel Surcharge                            |

| Check Date | Check # | Name                     | Fund Name         | Amount        | Item Desc                                           |
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| 02/20/2024 | 868737  | Knife River              | Water             | \$ 8,303.50   | Grand & Shiloh; Roundabout repair                   |
| 02/20/2024 | 868743  | Mead & Hunt              | Airport           | \$ 8,134.65   | Amendment Master Agreement. Air Service Consulting  |
| 02/20/2024 | 868748  | Montana Dakota Utilities | General           | \$ 151.27     | 112 138 9381 8                                      |
| 02/20/2024 | 868748  | Montana Dakota Utilities | General           | \$ 248.50     | 703 760 1000 8                                      |
| 02/20/2024 | 868748  | Montana Dakota Utilities | General           | \$ 60.11      | 879 660 1000 8                                      |
| 02/20/2024 | 868748  | Montana Dakota Utilities | General           | \$ 431.15     | 902 360 1000 6                                      |
| 02/20/2024 | 868748  | Montana Dakota Utilities | Public Safety     | \$ 758.75     | 307 111 5825 0                                      |
| 02/20/2024 | 868748  | Montana Dakota Utilities | Public Safety     | \$ 586.00     | 668 670 1000 2                                      |
| 02/20/2024 | 868748  | Montana Dakota Utilities | Public Safety     | \$ 409.39     | 672 860 1000 3                                      |
| 02/20/2024 | 868748  | Montana Dakota Utilities | Public Safety     | \$ 1,778.33   | 819 360 1000 8                                      |
| 02/20/2024 | 868748  | Montana Dakota Utilities | Public Safety     | \$ 20.61      | 930 442 2308 4                                      |
| 02/20/2024 | 868748  | Montana Dakota Utilities | Water             | \$ 153.20     | 162 660 1000 4                                      |
| 02/20/2024 | 868751  | Morgan Contractors       | FireStation Const | \$ 144,933.79 | Pay App #5 Remodel of Fire Station #8               |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Wastewater        | \$ 92.04      | Parts for Solid Process                             |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Wastewater        | \$ 123.15     | wog gate valve                                      |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Wastewater        | \$ 96.25      | WWTP MIP Swivel Adapter                             |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 477.80     | 1" BALL CURB STOP FIP X FIP                         |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 206.70     | 1" PLASTIC X IRON-P-T ADAPTER - H15456              |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 283.25     | 1" T-10 MEASURING CHAMBER ASSEMBLY                  |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 331.66     | 2" MEASURING CHAMBER COMPLETE - 9600-015            |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 5,661.20   | 2" Register E-Coder PIT                             |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 10.02      | 2"X 3" BLACK IRON NIPPLE                            |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 80.70      | 2-1/2" LIQUID FILLED 0-160 - 1/4" GAUGE (BTM MOUNT) |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 15,284.40  | 3/4" E-CODER WALL CU/FT METER                       |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 17,748.00  | 5/8" E-CODER WALL CU.FT. - METER W/RECPT            |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 6,738.00   | 5/8" PIT REGISTER HEAD E-CODER                      |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 1,043.15   | 6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH        |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 177.80     | BLACK COUPLING 1-1/4"                               |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 103.00     | BLACK NIPPLE 1-1/4" X 12"                           |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 132.45     | chemical line repair                                |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 53.23      | DIRT SHIELD FOR K8103 -                             |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 703.92     | DRAIN VALVE K1130 - K-11 HYDRANT (K1130)            |
| 02/20/2024 | ACH     | Northwest Pipe Fittings  | Water             | \$ 695.96     | DRAIN VALVE K8136                                   |

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|------------|---------|-------------------------|-------------|-------------|----------------------------------------------------|
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 787.96   | K81 SEAT RING                                      |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 1,249.16 | K81 UPPER STEM WITH FERRULE - K81 HYDRANT          |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 287.72   | L - Structure repair ..sample line break           |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 176.47   | LOWER COUPLING PINS K8122 - WITH CLIPS             |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 25.21    | LOWER COUPLING PINS K8122 - WITH CLIPS             |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 667.41   | MAIN VALVE RUBBER 5-1/4" FOR K11/K81 - K8131/K1137 |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 122.52   | POLY WRAP WATER MAIN TAPE 2" X 100' #900           |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 5,285.60 | R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S)      |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 7,928.40 | R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S)      |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 7,928.40 | R-900 ENHANCED WALL RR - MIU                       |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 2,628.40 | REGISTER E-CODER PIT 1-1/2" RH2F41                 |
| 02/20/2024 | ACH     | Northwest Pipe Fittings | Water       | \$ 481.60   | walter pump # 2 coupling                           |
| 02/20/2024 | 868758  | NorthWestern Energy     | Building    | \$ 31.87    | 1569631-3                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Facilities  | \$ 6.87     | 3866815-8                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Facilities  | \$ 172.08   | 3922089-2                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | General     | \$ 38.99    | 0712387-0                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | General     | \$ 201.03   | 0712536-2                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | General     | \$ 153.80   | 0712538-8                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | General     | \$ 65.28    | 0720818-4                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | General     | \$ 298.95   | 0720821-8                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Park Dist 1 | \$ 19.97    | 0722287-0                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Park Dist 1 | \$ 45.24    | 0813489-2                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Park Dist 1 | \$ 6.00     | 1588262-4                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Park Dist 1 | \$ 11.27    | 1836666-6                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Park Dist 1 | \$ 9.26     | 1849408-8                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Park Dist 1 | \$ 29.01    | 1904944-4                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Park Dist 1 | \$ 38.03    | 1941243-6                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Park Dist 1 | \$ 11.26    | 3241436-9                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Park Dist 1 | \$ -        | 4086220-3                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Parking     | \$ 1,332.34 | 3279035-4                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Parking     | \$ 59.47    | 3835890-9                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Parks Maint | \$ 6.72     | 0881455-0                                          |
| 02/20/2024 | 868758  | NorthWestern Energy     | Parks Maint | \$ 0.65     | 1029192-0                                          |

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| 02/20/2024 | 868758  | NorthWestern Energy         | Parks Maint    | \$ 0.64      | 1265177-4                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Parks Maint    | \$ 7.30      | 1514388-6                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Parks Maint    | \$ 0.51      | 1948667-9                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Parks Maint    | \$ 4.89      | 2055817-7                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Parks Maint    | \$ -         | 3707234-5                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Parks Maint    | \$ -         | 3707235-2                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Parks Maint    | \$ -         | 3707236-0                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Parks Maint    | \$ 4.20      | 4103439-8                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Public Safety  | \$ 429.33    | 0720817-6                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Public Safety  | \$ 718.32    | 0871546-8                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Street/Traffic | \$ 0.37      | 1740357-7                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Street/Traffic | \$ 0.64      | 1748896-6                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Street/Traffic | \$ 0.90      | 3590004-2                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Transit        | \$ 2,535.67  | 0100473-8. Monad Rd. February 2024       |
| 02/20/2024 | 868758  | NorthWestern Energy         | Transit        | \$ 515.45    | 0719225-5                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Wastewater     | \$ 77,103.56 | 0100591-7                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Wastewater     | \$ 158.78    | 0723383-6                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Wastewater     | \$ 195.31    | Aqua Knife Precision Water Jet 2423      |
| 02/20/2024 | 868758  | NorthWestern Energy         | Water          | \$ 6.00      | 0722249-0                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Water          | \$ 4,909.21  | 0722264-9                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Water          | \$ 2,689.84  | 0722270-6                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Water          | \$ 2,836.78  | 0723040-2                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Water          | \$ 31.79     | 0723059-2                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Water          | \$ 142.92    | 1142253-2                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Water          | \$ 6.00      | 1160807-2                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Water          | \$ 4.20      | 1346673-5                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Water          | \$ 6.00      | 1867265-9                                |
| 02/20/2024 | 868758  | NorthWestern Energy         | Water          | \$ 3,027.39  | 5809 Canyonwoods Dr...Jan 2024           |
| 02/20/2024 | 868760  | Performance Engin & Consult | Wastewater     | \$ 19,511.90 | WO 23-07 Monad Rd Sewer Extension        |
| 02/20/2024 | 868762  | Precise MRM                 | Building       | \$ 2,677.43  | Annual LiGO Subscription...03/01/2024-02 |
| 02/20/2024 | 868762  | Precise MRM                 | CDBG           | \$ 223.12    | Annual LiGO Subscription...03/01/2024-02 |
| 02/20/2024 | 868762  | Precise MRM                 | Engineering    | \$ 1,784.96  | Annual LiGO Subscription...03/01/2024-02 |
| 02/20/2024 | 868762  | Precise MRM                 | General        | \$ 1,561.84  | Annual LiGO Subscription...03/01/2024-02 |

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|------------|---------|---------------------------------|------------------|--------------|-----------------------------------------------------------|
| 02/20/2024 | 868762  | Precise MRM                     | Park Dist 1      | \$ 7,362.95  | Annual LiGO Subscription...03/01/2024-02                  |
| 02/20/2024 | 868762  | Precise MRM                     | Planning         | \$ 446.24    | Annual LiGO Subscription...03/01/2024-02                  |
| 02/20/2024 | 868762  | Precise MRM                     | Street/Traffic   | \$ 16,957.10 | Annual LiGO Subscription...03/01/2024-02                  |
| 02/20/2024 | 868762  | Precise MRM                     | Wastewater       | \$ 2,677.44  | Annual LiGO Subscription...03/01/2024-02                  |
| 02/20/2024 | 868762  | Precise MRM                     | Water            | \$ 1,561.84  | Annual LiGO Subscription...03/01/2024-02                  |
| 02/20/2024 | 868762  | Precise MRM                     | Water            | \$ 2,008.08  | Annual LiGO Subscription...03/01/2024-02                  |
| 02/20/2024 | 868763  | Prorover                        | Park Dist 1      | \$ 20,000.00 | removal of 2 cottonwood trees at Pioneer park- 153913     |
| 02/20/2024 | 868765  | PVS DX                          | Water            | \$ 20,027.20 | Chlorine delivery for Process..WTP                        |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 899.88    | 55 gal pre-mix (antifreeze). Landfill units 0263 & 0269.  |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 1,574.96  | Filter Elements. Air Filters. Landfill units 0263 & 0269. |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 736.26    | P2489912 - PANEL                                          |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 5.07      | P2490012 - CAP SCREW                                      |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 558.84    | P2490012 - CORE                                           |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 461.20    | P2490012 - CORE                                           |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 0.33      | P2490012 - COTTER PIN                                     |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 12,172.91 | P2490012 - DOOR                                           |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 76.93     | P2490012 - RECEIVER-D                                     |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 15.88     | P2490012 - S/H                                            |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 2.97      | P2490012 - WASHER                                         |
| 02/20/2024 | ACH     | RDO Equipment                   | Solid Waste      | \$ 55.13     | Washer, grommet, pin fastener for landfill unit 0263.     |
| 02/20/2024 | 868769  | Rimrock Foundation              | Court Grants     | \$ 6,226.19  | 24 Jan. Treatment Services                                |
| 02/20/2024 | 868769  | Rimrock Foundation              | Court Grants     | \$ 868.34    | 24 Jan. Treatment Services                                |
| 02/20/2024 | 868771  | Sanderson Stewart               | Arterial Streets | \$ 19,027.05 | Retainage Release 1                                       |
| 02/20/2024 | 868771  | Sanderson Stewart               | Engineering      | \$ 1,688.00  | Professional services - City of Billing                   |
| 02/20/2024 | 868771  | Sanderson Stewart               | Gas Tax          | \$ 600.58    | Retainage Release 1                                       |
| 02/20/2024 | 868771  | Sanderson Stewart               | Trl Donate       | \$ 25,006.43 | Retainage Release 1                                       |
| 02/20/2024 | 868776  | Simply Family Magazine          | General          | \$ 4,888.00  | advertising in simply family/local magazine - 2024-1985   |
| 02/20/2024 | 868779  | Stahly Engineering & Associates | Facilities       | \$ 4,454.25  | Inv. #6 Billings Operations Center Pavement Assessment    |
| 02/20/2024 | 868781  | Steepworld                      | Public Safety    | \$ 3,838.00  | ASTRO BOD FAST HARNESS CO83BA01                           |
| 02/20/2024 | 868781  | Steepworld                      | Public Safety    | \$ 2,340.00  | ID'S DO20AAOO                                             |
| 02/20/2024 | 868781  | Steepworld                      | Public Safety    | \$ 774.40    | RESCUCENDER B50A                                          |
| 02/20/2024 | 868781  | Steepworld                      | Public Safety    | \$ 633.60    | VT PRUSSIK 8MM                                            |
| 02/20/2024 | 868782  | Steiner Thuesen                 | Park Dist 1      | \$ 2,192.00  | W.O.22-08 Central Park Tennis Court 1                     |

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| 02/20/2024 | 868782  | Steiner Thuesen      | Park Dist 1      | \$ 438.00     | WO 22-43 Ponderosa Park Irrigation Sys Replacement      |
| 02/20/2024 | 868783  | Steves Install       | CDBG             | \$ 6,083.80   | CDBG-CV Adult Exercise Equipment & Site Work            |
| 02/20/2024 | 868783  | Steves Install       | CDBG             | \$ 2,791.20   | CDBG-CV Adult Exercise Equipment & Site Work            |
| 02/20/2024 | 868783  | Steves Install       | CDBG             | \$ -          | CDBG-CV Shelter Site Work & Installation                |
| 02/20/2024 | 868783  | Steves Install       | CDBG             | \$ -          | North Park Restroom Site Preparation / CDBG             |
| 02/20/2024 | 868783  | Steves Install       | CDBG             | \$ 22,127.50  | North Park Restroom Site Preparation / CDBG-CV          |
| 02/20/2024 | 868786  | TC Glass Distributor | Stillwater Const | \$ 9,416.00   | Inv. 50879 Water Test at Stillwater Building            |
| 02/20/2024 | 868788  | Terracon Consultants | Arterial Streets | \$ 2,406.25   | WO 24-23, WO 23-50, WO 23-10, Density Te                |
| 02/20/2024 | 868788  | Terracon Consultants | Gas Tax          | \$ 387.50     | WO 24-23, WO 23-50, WO 23-10, Density Te                |
| 02/20/2024 | 868788  | Terracon Consultants | Storm Sewer      | \$ 105.00     | WO 24-23, WO 23-50, WO 23-10, Density Te                |
| 02/20/2024 | 868788  | Terracon Consultants | Storm Sewer      | \$ 387.50     | WO 24-23, WO 23-50, WO 23-10, Density Te                |
| 02/20/2024 | 868789  | TK Elevator          | Facilities       | \$ 3,536.88   | Stillwater Elevator Maintenance 02/01/2024 - 04/30/2024 |
| 02/20/2024 | ACH     | Town & Co Supply     | Fleet            | \$ 8,200.99   | 441982                                                  |
| 02/20/2024 | ACH     | Town & Co Supply     | Fleet            | \$ 3,343.59   | 441982                                                  |
| 02/20/2024 | ACH     | Town & Co Supply     | Fleet            | \$ 4,994.19   | 441982                                                  |
| 02/20/2024 | ACH     | Town & Co Supply     | Fleet            | \$ 4,268.61   | 441982                                                  |
| 02/20/2024 | ACH     | Town & Co Supply     | Transit          | \$ 5,166.80   | 442790. Unleaded Fuel                                   |
| 02/20/2024 | ACH     | Tractor & Equipment  | Capital Replace  | \$ 118,287.00 | replacement of unit 1906                                |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ (135.49)   | BLBO0020614 - PARTS: CNSMBLS; ENVIRO FEE                |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ (1,368.00) | BLBO0020700 - LABOR                                     |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ (539.52)   | BLBO0020700 - PARTS:FLTR KIT                            |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ (1,935.50) | BLBO020614 - LABOR                                      |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 513.00     | BLWO0230411 - LABOR                                     |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 1,082.66   | BLWO0230411 - PARTS: FLTR KIT                           |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 1,394.50   | BLWO0230432 - LABOR                                     |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 3,669.05   | BLWO0230432 - PARTS: CYL GP-BSC; S/H; CNSMBLS           |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 3,160.50   | BLWO0230530 - LABOR                                     |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 2,646.69   | BLWO0230530 - PARTS: BATTERY; ALTRNTR; CNSMBLS          |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 1,710.00   | BLWO0230535 - LABOR                                     |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 2,490.29   | BLWO0230535 - PARTS: BLT GP-ST; BRNG SLEE; STRT         |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 4,467.50   | BLWO0230541 - LABOR                                     |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 312.73     | BLWO0230541 - PARTS: CNSMBLS                            |
| 02/20/2024 | ACH     | Tractor & Equipment  | Solid Waste      | \$ 3,956.50   | BLWO0230542 - LABOR                                     |

| Check Date | Check # | Name                | Fund Name   | Amount      | Item Desc                                           |
|------------|---------|---------------------|-------------|-------------|-----------------------------------------------------|
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 276.96   | BLWO0230542 - PARTS: CNSMBLS                        |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 684.00   | BLWO0230666 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 588.86   | BLWO0230666 - PARTS: BRKT; CVR; PAWL; LMP GP-SGN    |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 1,480.00 | BLWO0230668 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 103.60   | BLWO0230668 - PARTS: CNSMBLS                        |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 2,503.00 | BLWO0230710 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 1,933.68 | BLWO0230710 - PARTS: SPDR A-FN; BLT; S/H; CNSMBLS   |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 1,708.50 | BLWO0230712 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 397.28   | BLWO0230712 - PARTS: HOSE AS; CNSMBLS               |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 513.00   | BLWO0230714 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ (513.00) | BLWO0230714 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 513.00   | BLWO0230714 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 152.33   | BLWO0230714 - PARTS: HOSE; CLMP; & C; CNSMBLS       |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 1,480.00 | BLWO0230718 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 303.22   | BLWO0230718 - PARTS: SCRW WSHR; ACTUTR-ELE          |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 1,822.00 | BLWO0230719 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 127.54   | BLWO0230719 - PARTS: CNSMBLS                        |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 2,432.00 | BLWO0230824 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 854.68   | BLWO0230824 - PARTS: WSHR; BLT; CLMP; CVR; BLT HX   |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 227.00   | BLWO0230840 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 4,847.81 | BLWO0230840 - PARTS: SPCR; BLT; PLT; BAR; CNSMBLS   |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 1,651.00 | BLWO0230844 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 115.57   | BLWO0230844 - PARTS: CNSMBLS                        |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 3,445.00 | BLWO0230852 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 473.22   | BLWO0230852 - PARTS: BELT; OUTSIDE PARTS; CNSMBLS   |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 1,082.00 | BLWO0230886 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 8,071.37 | BLWO0230886 - PARTS: BAR AS; CNSMBLS                |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 1,935.50 | BLWO0230898 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 135.49   | BLWO0230898 - PARTS: CNSMBLS                        |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 740.00   | BLWO0230974 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 239.44   | BLWO0230974 - PARTS: SEAL; M-BLK HSE; OLIVE; HSE AS |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 3,505.50 | BLWO0230977 - LABOR                                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste | \$ 485.19   | BLWO0230977 - PARTS: SWITCH AS-PR; CNSMBLS          |

| Check Date | Check # | Name                | Fund Name     | Amount       | Item Desc                                            |
|------------|---------|---------------------|---------------|--------------|------------------------------------------------------|
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 1,935.50  | BLWO0230982 - LABOR                                  |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 179.58    | BLWO0230982 - PARTS: CPLING; HSE BK; CNSMBLS         |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 1,766.00  | BLWO0232110 - LABOR                                  |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 1,495.42  | BLWO0232110 - PARTS: CP&PRB G;WRNCH AS AP;ELMNT      |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 3,282.00  | BLWO0232134 - LABOR                                  |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 229.74    | BLWO0232134 - PARTS: CNSMBLS                         |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 769.50    | BLWO0232172 - LABOR                                  |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 327.59    | BLWO0232172 - PARTS: HSE AS; CNSMBLS                 |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 1,879.50  | BLWO0232174 - LABOR                                  |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 221.28    | BLWO0232174 - PARTS: VALVE; HSE BK; CNSMBLS          |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 1,368.00  | BLWO0232250 - LABOR                                  |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 539.52    | BLWO0232250 - PARTS:FLTR KIT; KIT-FLTR; ELMNT        |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 1,368.00  | BLWO0232261 - LABOR                                  |
| 02/20/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 1,742.42  | BLWO0232261 - PARTS:FLTR KIT; KIT-FLTR; ELMNT AS, FL |
| 02/20/2024 | ACH     | Tractor & Equipment | Wastewater    | \$ 82.40     | kit - Pump Seal                                      |
| 02/20/2024 | ACH     | Tractor & Equipment | Water         | \$ 82.40     | kit - Pump Seal                                      |
| 02/20/2024 | 868791  | TW Ridley           | Wastewater    | \$ 16,018.69 | WO 23-24 Belknap Remodel Phase 2                     |
| 02/20/2024 | 868791  | TW Ridley           | Water         | \$ 4,258.13  | WO 23-24 Belknap Remodel Phase 2                     |
| 02/20/2024 | 868795  | Verizon Wireless    | Engineering   | \$ 27.32     | PW-Engineering                                       |
| 02/20/2024 | 868795  | Verizon Wireless    | Fleet         | \$ 107.69    | Motor Pool                                           |
| 02/20/2024 | 868795  | Verizon Wireless    | General       | \$ 174.15    | City Administrator                                   |
| 02/20/2024 | 868795  | Verizon Wireless    | General       | \$ 40.01     | Code Enforcement Laptop                              |
| 02/20/2024 | 868795  | Verizon Wireless    | General       | \$ (13.20)   | Code Enforcement Manager Laptop                      |
| 02/20/2024 | 868795  | Verizon Wireless    | General       | \$ 27.32     | Public Information Officer -Laptop                   |
| 02/20/2024 | 868795  | Verizon Wireless    | PD Program    | \$ 551.55    | CCSIU Cell/PTT                                       |
| 02/20/2024 | 868795  | Verizon Wireless    | PD Program    | \$ (100.00)  | CCSIU Cell/PTT                                       |
| 02/20/2024 | 868795  | Verizon Wireless    | PD Program    | \$ 80.02     | CCSIU RAVEN                                          |
| 02/20/2024 | 868795  | Verizon Wireless    | Phone System  | \$ 80.08     | WRF Cradle Point Belknap Cradle Point                |
| 02/20/2024 | 868795  | Verizon Wireless    | Public Safety | \$ 40.01     | Bait Car                                             |
| 02/20/2024 | 868795  | Verizon Wireless    | Public Safety | \$ 80.02     | Fire MDT                                             |
| 02/20/2024 | 868795  | Verizon Wireless    | Public Safety | \$ 49.06     | Fire MDT                                             |
| 02/20/2024 | 868795  | Verizon Wireless    | Public Safety | \$ 440.11    | MDT Toughbooks                                       |
| 02/20/2024 | 868795  | Verizon Wireless    | Public Safety | \$ 40.42     | Police Bait Car                                      |

| Check Date | Check # | Name                           | Fund Name      | Amount       | Item Desc                             |
|------------|---------|--------------------------------|----------------|--------------|---------------------------------------|
| 02/20/2024 | 868795  | Verizon Wireless               | Public Safety  | \$ 50.03     | Police iPad Chief and Assistant Chief |
| 02/20/2024 | 868795  | Verizon Wireless               | Public Safety  | \$ 10.02     | Police MiFi                           |
| 02/20/2024 | 868795  | Verizon Wireless               | Solid Waste    | \$ (13.20)   | PW-Solid Waste                        |
| 02/20/2024 | 868795  | Verizon Wireless               | Solid Waste    | \$ 94.00     | PW-SW-ON CALL Solid Waste On Call     |
| 02/20/2024 | 868795  | Verizon Wireless               | Solid Waste    | \$ 24.18     | PW-SW-ON CALL Solid Waste On Call     |
| 02/20/2024 | 868795  | Verizon Wireless               | Solid Waste    | \$ 272.51    | Solid Waste Tablets -Routware         |
| 02/20/2024 | 868795  | Verizon Wireless               | Street/Traffic | \$ 174.67    | PW-Streets; iPad; Street Cameras      |
| 02/20/2024 | 868795  | Verizon Wireless               | Street/Traffic | \$ -         | PW-Streets City Works                 |
| 02/20/2024 | 868795  | Verizon Wireless               | Street/Traffic | \$ 233.01    | PW-STRT TRFC Streets                  |
| 02/20/2024 | 868795  | Verizon Wireless               | Transit        | \$ 309.02    | MET AVL                               |
| 02/20/2024 | 868795  | Verizon Wireless               | Transit        | \$ 970.41    | MET Max Transit                       |
| 02/20/2024 | 868795  | Verizon Wireless               | Transit        | \$ 1,120.28  | MET Max Transit                       |
| 02/20/2024 | 868795  | Verizon Wireless               | Wastewater     | \$ 400.10    | MET Tablets                           |
| 02/20/2024 | 868795  | Verizon Wireless               | Water          | \$ -         | PW Belknap Meter Shop                 |
| 02/20/2024 | 868795  | Verizon Wireless               | Water          | \$ 27.32     | PWBLKNP Water Treatment               |
| 02/20/2024 | 868795  | Verizon Wireless               | Water          | \$ 40.01     | PWBLNP Comm-Meter CityWorks/Neptune   |
| 02/20/2024 | 868795  | Verizon Wireless               | Water          | \$ 67.33     | PWBLNP Comm-Meter CityWorks/Neptune   |
| 02/20/2024 | 868798  | Western Municipal Construction | Wastewater     | \$ 86,130.00 | Retainage Release                     |

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Payment of Claims for week of February 26th, 2024  
**Presented by:** Erin Watterud  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$5,309.058.05 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

**ALTERNATIVES**

No other alternatives were analyzed

**FISCAL EFFECTS**

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

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**Attachments**

CouncilMemowk02262024

| Check Date | Check # | Name                    | Fund Name      | Amount       | Item Desc                                 |
|------------|---------|-------------------------|----------------|--------------|-------------------------------------------|
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 145.10    | 4023209                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 562.43    | 4023306                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 1,392.82  | 4023306                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 818.13    | 4023306                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 647.28    | 4023306                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 696.43    | 4025547                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 818.12    | 4025547                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 368.64    | 4025547                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 1,441.51  | 4025547                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 696.43    | 4028575                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 1,636.24  | 4028575                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 103.64    | 4028575                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 1,997.05  | 4028575                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Fleet          | \$ 562.41    | 4028575                                   |
| 02/26/2024 | ACH     | A & I Distributors      | Solid Waste    | \$ 825.00    | 330 GAL DEF Tote.                         |
| 02/26/2024 | ACH     | A & I Distributors      | Solid Waste    | \$ 1,906.26  | 330 GAL DEF Tote. 55 GAL                  |
| 02/26/2024 | ACH     | A & I Distributors      | Solid Waste    | \$ 1,650.00  | 330 GAL DEF Tote. Collections.            |
| 02/26/2024 | ACH     | A & I Distributors      | Solid Waste    | \$ 1,416.25  | 55 GAL PUR DT 55 GAL PURUS 15W40          |
| 02/26/2024 | ACH     | A & I Distributors      | Solid Waste    | \$ 604.45    | 55 GAL PURUS AW 46 HYD. Landfill.         |
| 02/26/2024 | ACH     | A & I Distributors      | Solid Waste    | \$ 35.55     | Ice scrapers.                             |
| 02/26/2024 | ACH     | A & I Distributors      | Transit        | \$ 1,650.00  | 4024628. 330 Gallons DEF                  |
| 02/26/2024 | 868804  | Adv Employment Services | Public Safety  | \$ 105.00    | 1360092753, cleaning PD3                  |
| 02/26/2024 | 868804  | Adv Employment Services | Public Safety  | \$ 105.00    | 1360092755, cleaning PD3                  |
| 02/26/2024 | 868804  | Adv Employment Services | Public Safety  | \$ 105.00    | 1360093188, cleaning PD3                  |
| 02/26/2024 | 868804  | Adv Employment Services | Solid Waste    | \$ 728.00    | Contract labor-LF for week ending 2/11/24 |
| 02/26/2024 | 868804  | Adv Employment Services | Solid Waste    | \$ 136.50    | Contract labor-LF for week ending 2/4/24  |
| 02/26/2024 | 868804  | Adv Employment Services | Solid Waste    | \$ 1,592.50  | Contract labor-LF for week ending 2/4/24  |
| 02/26/2024 | 868805  | Advantage Companies     | Library        | \$ 9,425.00  | Microfilm subscription/digital access     |
| 02/26/2024 | 868811  | Ardurra Group           | Airport        | \$ 2,700.00  | Estimate For Aviation Place Road Rehab    |
| 02/26/2024 | 868811  | Ardurra Group           | Airport        | \$ 300.00    | Estimate For Aviation Place Road Rehab    |
| 02/26/2024 | 868811  | Ardurra Group           | Airport        | \$ 2,700.00  | Estimate for New Slot 5 Cargo Ramp        |
| 02/26/2024 | 868811  | Ardurra Group           | Airport        | \$ 300.00    | Estimate for New Slot 5 Cargo Ramp        |
| 02/26/2024 | 868812  | Askin Construction      | St Maint Dist  | \$ 10,085.56 | Retainage Release 1                       |
| 02/26/2024 | 868812  | Askin Construction      | Wastewater     | \$ 9,040.17  | Retainage Release 1                       |
| 02/26/2024 | 868812  | Askin Construction      | Water          | \$ 23,447.24 | Retainage Release 1                       |
| 02/26/2024 | 868816  | Avery Dennison          | Street/Traffic | \$ 1,993.50  | sheeting for signs                        |
| 02/26/2024 | 868816  | Avery Dennison          | Street/Traffic | \$ 394.92    | ink cartridges for sign machine           |
| 02/26/2024 | 868816  | Avery Dennison          | Street/Traffic | \$ 1,345.50  | sheeting for signs                        |

| Check Date | Check # | Name                  | Fund Name        | Amount          | Item Desc                                |
|------------|---------|-----------------------|------------------|-----------------|------------------------------------------|
| 02/26/2024 | 868817  | Baker Tilly US        | General          | \$ 9,975.00     | Comprehensive Cost of Services Study     |
| 02/26/2024 | 868823  | Brenntag Pacific      | Street/Traffic   | \$ 11,726.66    | hicothaw                                 |
| 02/26/2024 | 868823  | Brenntag Pacific      | Street/Traffic   | \$ 11,726.66    | hicothaw                                 |
| 02/26/2024 | 868834  | Cine Billings         | Tax Incrmnt N27  | \$ 350,000.00   | Incentive for FY24 - Art House Cinema    |
| 02/26/2024 | 868835  | Cop Construction      | Wastewater       | \$ 482,487.40   | WO 23-07 Monad Sewer Extension           |
| 02/26/2024 | 868835  | Cop Construction      | Wastewater       | \$ 244,257.76   | WO 23-35 Hesper Sanitary Sewer Extension |
| 02/26/2024 | 868835  | Cop Construction      | Water            | \$ 147,145.63   | Retainage Release                        |
| 02/26/2024 | 868841  | Dick Anderson         | Stillwater Const | \$ 2,222,876.37 | COB Law/Justice Center/City Hall Remodel |
| 02/26/2024 | 868843  | DOWL                  | Wastewater       | \$ 1,181.66     | WO 22-01: Water & Sewer Main Replace     |
| 02/26/2024 | 868843  | DOWL                  | Water            | \$ 1,023.34     | WO 22-01: Water & Sewer Main Replace     |
| 02/26/2024 | 868843  | DOWL                  | Water            | \$ 840.00       | WO 23-01 H2O&Sewer Main Replace-Water    |
| 02/26/2024 | 868843  | DOWL                  | Water            | \$ 45,995.00    | WO24-01 '24 Water Main Replacement       |
| 02/26/2024 | 868845  | Econo Print           | Public Safety    | \$ 148.80       | 326495: FIRE 1 PARKING SIGN              |
| 02/26/2024 | 868845  | Econo Print           | Public Safety    | \$ 56.40        | 326782:- NOTES PADS                      |
| 02/26/2024 | 868845  | Econo Print           | Public Safety    | \$ 161.71       | 326784- BUSINESS CARDS & NOTE PADS       |
| 02/26/2024 | 868845  | Econo Print           | Solid Waste      | \$ 5,911.13     | Landfill Invoices - 55,000 Qty.          |
| 02/26/2024 | 868846  | Empire Garage Owner's | Parking          | \$ 7,555.69     | CITY OF BILLINGS FEBRUARY ASSESSMENT     |
| 02/26/2024 | ACH     | Endress & Hauser Inc  | Wastewater       | \$ 8,766.43     | Replacement GT level sensor              |
| 02/26/2024 | 868850  | EWT Holding III Corp  | Wastewater       | \$ 6,081.32     | WO 18-19 AFT Equipment at WRF            |
| 02/26/2024 | 868853  | Fisher's Technology   | Airport          | \$ 26.69        | Copy Machine Maintenance                 |
| 02/26/2024 | 868853  | Fisher's Technology   | CDBG             | \$ 131.27       | Fisher's Technology- January 2024        |
| 02/26/2024 | 868853  | Fisher's Technology   | Central Services | \$ 838.94       | Copy Fund- 1269871                       |
| 02/26/2024 | 868853  | Fisher's Technology   | Central Services | \$ 35.35        | Copy Fund- 1270623                       |
| 02/26/2024 | 868853  | Fisher's Technology   | Central Services | \$ 16.25        | Copy Fund- 1271901                       |
| 02/26/2024 | 868853  | Fisher's Technology   | Central Services | \$ 10.36        | Copy Fund- 1271903                       |
| 02/26/2024 | 868853  | Fisher's Technology   | Central Services | \$ 55.13        | Copy Fund- 1272957                       |
| 02/26/2024 | 868853  | Fisher's Technology   | Central Services | \$ 43.79        | Copy Fund- 1275467                       |
| 02/26/2024 | 868853  | Fisher's Technology   | Central Services | \$ 122.90       | Copy Fund- 1275468                       |
| 02/26/2024 | 868853  | Fisher's Technology   | Central Services | \$ 128.88       | Copy Fund- 1275469                       |
| 02/26/2024 | 868853  | Fisher's Technology   | Engineering      | \$ 0.68         | contract base rate charge                |
| 02/26/2024 | 868853  | Fisher's Technology   | General          | \$ 237.16       | copier - 1270624                         |
| 02/26/2024 | 868853  | Fisher's Technology   | General          | \$ 150.57       | copier for office - 126869               |
| 02/26/2024 | 868853  | Fisher's Technology   | General          | \$ 150.57       | copier for office - 126869               |
| 02/26/2024 | 868853  | Fisher's Technology   | Library          | \$ 81.18        | 1269867 Library copier charges           |
| 02/26/2024 | 868853  | Fisher's Technology   | Park Dist 1      | \$ 150.56       | copier for office - 126869               |
| 02/26/2024 | 868853  | Fisher's Technology   | Public Safety    | \$ 67.07        | 1276546, contract invoice                |
| 02/26/2024 | 868853  | Fisher's Technology   | Public Safety    | \$ 28.85        | 1279448, contract invoice                |
| 02/26/2024 | 868853  | Fisher's Technology   | Public Safety    | \$ 9.29         | BLACK & WHITE COPIES                     |

| Check Date | Check # | Name                     | Fund Name        | Amount        | Item Desc                                    |
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| 02/26/2024 | 868853  | Fisher's Technology      | Public Safety    | \$ 48.63      | COLOR COPIES                                 |
| 02/26/2024 | 868853  | Fisher's Technology      | Public Safety    | \$ 29.25      | Fishers 1270622                              |
| 02/26/2024 | 868853  | Fisher's Technology      | Public Safety    | \$ 329.66     | Police Fund- 1272468                         |
| 02/26/2024 | 868853  | Fisher's Technology      | Public Safety    | \$ 2.16       | Police Fund- 1273919                         |
| 02/26/2024 | 868853  | Fisher's Technology      | Solid Waste      | \$ 169.84     | Contract overage charge Dec 23               |
| 02/26/2024 | 868853  | Fisher's Technology      | Solid Waste      | \$ 52.27      | Contract overage charge 12/18/23 -1/17/24    |
| 02/26/2024 | 868853  | Fisher's Technology      | Street/Traffic   | \$ 31.50      | copier maintenance agreement                 |
| 02/26/2024 | 868853  | Fisher's Technology      | Transit          | \$ 205.28     | Copy Machine Maintenance                     |
| 02/26/2024 | 868853  | Fisher's Technology      | Water            | \$ 108.46     | CITBIL-AOS..Contract charge/overage 12/3     |
| 02/26/2024 | 868854  | Full Throttle Auto       | Capital Replace  | \$ 6,888.00   | Iron Bull yr 22 trade in of Ditch witch 2002 |
| 02/26/2024 | 868854  | Full Throttle Auto       | Park Dist 1      | \$ 312.00     | Iron Bull yr 22 trade in of Ditch witch 2003 |
| 02/26/2024 | ACH     | HDR                      | Arterial Streets | \$ 304.15     | Retainage Release 2                          |
| 02/26/2024 | ACH     | HDR                      | Gas Tax          | \$ 5,691.90   | Retainage Release 2                          |
| 02/26/2024 | ACH     | HDR                      | Gas Tax          | \$ 954.35     | Retainage Release 2                          |
| 02/26/2024 | ACH     | HDR                      | Sidewalk Const   | \$ 5,092.95   | Retainage Release 2                          |
| 02/26/2024 | ACH     | HDR                      | St Maint Dist    | \$ 1,986.16   | Retainage Release 2                          |
| 02/26/2024 | ACH     | HDR                      | Wastewater       | \$ 12,324.83  | WO 23-22 WRF Digester Boiler                 |
| 02/26/2024 | ACH     | HDR                      | Wastewater       | \$ 1,541.94   | WO 24-15 WRF Chemical Room Repair            |
| 02/26/2024 | ACH     | HDR                      | Water            | \$ 2,591.94   | WO 23-19 Pump Station Piping Mods            |
| 02/26/2024 | 868861  | Iaff                     | Payroll Clearing | \$ 5,776.68   | Payroll Summary                              |
| 02/26/2024 | 868862  | ImageTrend               | Public Safety    | \$ 4,175.00   | MODULES SETUP & IMPLEMENTATION               |
| 02/26/2024 | 868867  | Jackson Court            | Tax Incrmnt S    | \$ 529,765.00 | Jackson Court Dev Incentive South TIF        |
| 02/26/2024 | ACH     | Jacobs Engineering Group | Gas Tax          | \$ 352.77     | Asset Management Program Project             |
| 02/26/2024 | ACH     | Jacobs Engineering Group | Light Maint      | \$ 352.77     | Asset Management Program Project             |
| 02/26/2024 | ACH     | Jacobs Engineering Group | Storm Sewer      | \$ 849.08     | Asset Management Program Project             |
| 02/26/2024 | ACH     | Jacobs Engineering Group | Street/Traffic   | \$ 1,319.44   | Asset Management Program Project             |
| 02/26/2024 | ACH     | Jacobs Engineering Group | Wastewater       | \$ 2,886.18   | Asset Management Program Project             |
| 02/26/2024 | ACH     | Jacobs Engineering Group | Water            | \$ 2,886.18   | Asset Management Program Project             |
| 02/26/2024 | ACH     | Joe Johnson Equipment    | Street/Traffic   | \$ 431.23     | strip broom for unit 1242                    |
| 02/26/2024 | ACH     | Joe Johnson Equipment    | Street/Traffic   | \$ 2,676.58   | repairs made to unit 1248 sweeper            |
| 02/26/2024 | ACH     | Joe Johnson Equipment    | Street/Traffic   | \$ 999.00     | repairs made to unit 1248 sweeper            |
| 02/26/2024 | ACH     | Joe Johnson Equipment    | Wastewater       | \$ 15.12      | P01489 - RED POLYETHYLEN- Unit #7912         |
| 02/26/2024 | 868869  | Knife River              | Street/Traffic   | \$ 15,900.50  | sand/salt material                           |
| 02/26/2024 | 868869  | Knife River              | Street/Traffic   | \$ 4,059.75   | sand/salt material                           |
| 02/26/2024 | 868869  | Knife River              | Water            | \$ 5,790.98   | 3/4 " BEDDING ROCK                           |
| 02/26/2024 | 868871  | L N Curtis & Sons        | Public Safety    | \$ 20,020.00  | GPS GLOVE PANT                               |
| 02/26/2024 | 868871  | L N Curtis & Sons        | Public Safety    | \$ 21,470.00  | G-XTREME JACKET, GLOBE                       |
| 02/26/2024 | 868871  | L N Curtis & Sons        | Public Safety    | \$ 3,145.86   | HURST TOOL BATTERIES: VOLLER                 |

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| 02/26/2024 | 868871  | L N Curtis & Sons      | Public Safety    | \$ 142.80    | TRANSPORTATION                             |
| 02/26/2024 | 868872  | Laurel Chevrolet       | Capital Replace  | \$ -         | Animal C-Three Chevrolet 3/4 ton HD2500    |
| 02/26/2024 | 868872  | Laurel Chevrolet       | Public Safety    | \$ 49,569.00 | Animal C-Three Chevrolet 3/4 ton HD2501    |
| 02/26/2024 | 868880  | Montana CSED           | Payroll Clearing | \$ 5,501.85  | Payroll Summary                            |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 782.49    | Mud Wash. February 2024                    |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 170.89    | USDA. February 2024                        |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 2,013.12  | New A Concourse. February 2024             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 281.33    | TSA. February 2024                         |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 170.26    | Detail Bay 1 Hertz. February 2024          |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 232.46    | IP-12 Alpine. February 2024                |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 1,774.12  | 285 580 1000 6                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 267.36    | Aero Interiors. February 2024              |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 99.17     | Detail Bay 3 Enterprise. February 2024     |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 210.88    | Detail Bay 4 Avis/Budget. February 2024    |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 29.38     | Detail Bay 5 Thrifty/Dollar. February 2024 |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 6,314.69  | 595 580 1000 1                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 313.08    | Detail Bay 2 National/Alamo. February 2024 |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 1,139.45  | 706 580 1000 7                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 484.81    | Concourse Kitchen. February 2024           |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Airport          | \$ 1,278.61  | 889 373 1000 6. Car Wash. February 2024    |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Engineering      | \$ 243.80    | 595 373 1000 1                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Facilities       | \$ 3,821.88  | 375 963 4481 4                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Facilities       | \$ 2,608.07  | 929 780 1000 4                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | General          | \$ 327.05    | 437 780 1000 9                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Library          | \$ 5,030.11  | 219 924 4851 0                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Park Dist 1      | \$ 106.81    | 501 473 1000 2                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Parking          | \$ 113.40    | 303 725 2591 2                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Parking          | \$ 19.87     | 717 353 1000 6                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Parking          | \$ 83.72     | 799 152 1209 0                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Public Safety    | \$ 27.46     | 062 907 9494 7                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Public Safety    | \$ 619.80    | 169 233 1000 3                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Public Safety    | \$ 64.13     | 514 117 0478 9                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Public Safety    | \$ 404.77    | 533 653 1000 1                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Public Safety    | \$ 59.20     | 602 589 7178 1                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Public Safety    | \$ 761.51    | 885 880 1000 4                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Public Safety    | \$ 63.51     | 911 CENTER - STANDBY GENERATOR             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Transit          | \$ 1,527.22  | 962 880 1000 0                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Wastewater       | \$ 8,742.04  | 293 780 1000 2                             |

| Check Date | Check # | Name                   | Fund Name         | Amount       | Item Desc                                  |
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| 02/26/2024 | 868881  | MT Dakota Utilities Co | Wastewater        | \$ 4,371.02  | 293 780 1000 2                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Wastewater        | \$ 4,371.02  | 293 780 1000 2                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Wastewater        | \$ 59.20     | 596 733 1000 5                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Wastewater        | \$ 58.61     | 713 064 3190 0                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Wastewater        | \$ 59.81     | 735 453 1000 2                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Wastewater        | \$ 60.46     | 843 879 2205 1                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Water             | \$ 59.81     | 076 225 9180 3                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Water             | \$ 104.50    | 373 580 1000 9                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Water             | \$ 104.50    | 373 580 1000 9                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Water             | \$ 80.17     | 541 380 1000 1                             |
| 02/26/2024 | 868881  | MT Dakota Utilities Co | Water             | \$ 64.81     | 921 580 1000 6                             |
| 02/26/2024 | 868883  | MFPE                   | Payroll Clearing  | \$ 2,876.76  | Payroll Summary                            |
| 02/26/2024 | 868888  | MT State Firemen       | Payroll Clearing  | \$ 5,349.37  | Payroll Summary                            |
| 02/26/2024 | 868889  | Morrison Maierle       | Wastewater        | \$ 10,462.99 | WO 23-01 2023 Water/Sewer Replacement      |
| 02/26/2024 | 868889  | Morrison Maierle       | Wastewater        | \$ 13,675.00 | WO 23-01 2023 Water/Sewer Replacement      |
| 02/26/2024 | 868889  | Morrison Maierle       | Wastewater        | \$ 3,050.55  | WO 23-35 Hesper Sanitary Sewer Exten       |
| 02/26/2024 | 868889  | Morrison Maierle       | Wastewater        | \$ 86,191.25 | WO 24-01 '24 Sewer Main Repl Agreement     |
| 02/26/2024 | 868889  | Morrison Maierle       | Water             | \$ 73,614.57 | WO 24-01 Cedar Park Water Main Replace     |
| 02/26/2024 | 868891  | Motorola Solutions     | Public Safety     | \$ 975.00    | 1411056721, v300 annual licenses for 5     |
| 02/26/2024 | 868891  | Motorola Solutions     | Public Safety     | \$ 5,283.28  | 15 v300 and 12 4re camera licenses         |
| 02/26/2024 | 868891  | Motorola Solutions     | Public Safety     | \$ 1,950.00  | body cam annual licenses for 10            |
| 02/26/2024 | 868891  | Motorola Solutions     | Public Safety     | \$ 2,340.00  | service fees from Jun 24 to jun 25         |
| 02/26/2024 | 868891  | Motorola Solutions     | Public Safety     | \$ 750.00    | annual service fee from June 24 to June 25 |
| 02/26/2024 | 868892  | Moulton Bellingham PC  | General           | \$ 525.00    | Houser - Water/Wastewater Franchise Fee    |
| 02/26/2024 | 868892  | Moulton Bellingham PC  | General           | \$ 647.50    | 3rd Ave. Garage Condo/Sale Agreement       |
| 02/26/2024 | 868892  | Moulton Bellingham PC  | General           | \$ 2,377.50  | Sale of Old City Hall and Park 3 Garage    |
| 02/26/2024 | 868893  | MPPA                   | Payroll Clearing  | \$ 3,982.09  | Payroll Summary                            |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | Facilities        | \$ 3,679.19  | siding and roofing on Blngs Comm Center    |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | FireStation Const | \$ 1,463.98  | Pay App. #5 Fire Station #8 Remodel        |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | Gas Tax           | \$ 236.16    | Retainage Release                          |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | Public Safety     | \$ 263.24    | Fire Stations 1-8 Access Control App. #3   |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | Sidewalk Const    | \$ 198.47    | Retainage Release                          |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | St Maint Dist     | \$ 326.14    | Retainage Release                          |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | St Maint Dist     | \$ 334.38    | Retainage Release                          |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | St Maint Dist     | \$ 101.88    | Retainage Release 1                        |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | Stillwater Const  | \$ 22,453.30 | COB Law&Justice Center/City Hall Remod     |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | Storm Sewer       | \$ 111.12    | Retainage Release                          |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2    | Storm Sewer       | \$ 136.76    | Retainage Release 1                        |

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| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Storm Sewer    | \$ 3,007.31 | Western Municipal Bitterroot and Wicks  |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Wastewater     | \$ 870.00   | Retainage Release                       |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Wastewater     | \$ 91.31    | Retainage Release 1                     |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Wastewater     | \$ 4,873.61 | WO 23-07 Monad Sewer Extension          |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Wastewater     | \$ 161.81   | WO 23-24 Belknap Remodel                |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Wastewater     | \$ 2,467.25 | WO 23-35 Hesper Sanitary Sewer Exten    |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Water          | \$ 1,624.63 | Retainage Release                       |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Water          | \$ 236.84   | Retainage Release 1                     |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Water          | \$ 5,379.31 | WO 19-42 West End WTP Construction      |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Water          | \$ 874.55   | WO 22-45 Willett Pump Station Improve   |
| 02/26/2024 | 868894  | MT Dept of Rev-CGR2  | Water          | \$ 43.01    | WO 23-24 Belknap Remodel                |
| 02/26/2024 | ACH     | Northwest Industrial | Street/Traffic | \$ 64.80    | gloves                                  |
| 02/26/2024 | ACH     | Northwest Industrial | Street/Traffic | \$ 46.42    | screwdrivers                            |
| 02/26/2024 | ACH     | Northwest Industrial | Street/Traffic | \$ 19.24    | bit for reflectors                      |
| 02/26/2024 | ACH     | Northwest Industrial | Wastewater     | \$ 18.37    | 5/8 " body eye nut                      |
| 02/26/2024 | ACH     | Northwest Industrial | Wastewater     | \$ 136.25   | Misc tools and parts                    |
| 02/26/2024 | ACH     | Northwest Industrial | Wastewater     | \$ 14.43    | stanley powerlock tape rule             |
| 02/26/2024 | ACH     | Northwest Industrial | Wastewater     | \$ 67.23    | straps                                  |
| 02/26/2024 | ACH     | Northwest Industrial | Wastewater     | \$ 406.34   | Vice for Shop                           |
| 02/26/2024 | ACH     | Northwest Industrial | Wastewater     | \$ 2,176.32 | WWTP, Ice melt, Respirator, Tapered HDL |
| 02/26/2024 | ACH     | Northwest Industrial | Water          | \$ 24.40    | 1 GAL PLASTIC BUCKET P/N: 8007218       |
| 02/26/2024 | ACH     | Northwest Industrial | Water          | \$ 162.81   | 12/3 25' EXTENSION CORD P/N: 3833598    |
| 02/26/2024 | ACH     | Northwest Industrial | Water          | \$ 18.38    | 5/8 " body eye nut                      |
| 02/26/2024 | ACH     | Northwest Industrial | Water          | \$ 226.34   | 92952 P1301 SKULL SCREW P/N: 7565635    |
| 02/26/2024 | ACH     | Northwest Industrial | Water          | \$ 121.50   | lube for cranes/cables                  |
| 02/26/2024 | ACH     | Northwest Industrial | Water          | \$ 136.25   | Misc tools and parts                    |
| 02/26/2024 | ACH     | Northwest Industrial | Water          | \$ 14.43    | stanley powerlock tape rule             |
| 02/26/2024 | ACH     | Northwest Industrial | Water          | \$ 67.23    | straps                                  |
| 02/26/2024 | ACH     | Northwest Industrial | Water          | \$ 406.34   | Vice for Shop                           |
| 02/26/2024 | 868899  | NorthWestern Energy  | Airport        | \$ 3,563.10 | Runway Lights. February 2024            |
| 02/26/2024 | 868899  | NorthWestern Energy  | Airport        | \$ 1,560.19 | ARFF Facility. February 2024            |
| 02/26/2024 | 868899  | NorthWestern Energy  | Airport        | \$ 157.71   | Aero Interiors. February 2024           |
| 02/26/2024 | 868899  | NorthWestern Energy  | Airport        | \$ 147.37   | De Icer. February 2024                  |
| 02/26/2024 | 868899  | NorthWestern Energy  | Airport        | \$ 555.70   | TSA. February 2024                      |
| 02/26/2024 | 868899  | NorthWestern Energy  | Airport        | \$ 1,324.44 | Car Wash. February 2024                 |
| 02/26/2024 | 868899  | NorthWestern Energy  | Airport        | \$ 445.67   | Mud Wash. February 2024                 |
| 02/26/2024 | 868899  | NorthWestern Energy  | Airport        | \$ 445.21   | Detail Bay 1 Hertz. February 2024       |
| 02/26/2024 | 868899  | NorthWestern Energy  | Airport        | \$ 334.80   | Detail Bay 2 National/Alamo. Feb 2024   |

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| 02/26/2024 | 868899  | NorthWestern Energy | Airport     | \$ 119.04   | Detail Bay 3 Enterprise. February 2024     |
| 02/26/2024 | 868899  | NorthWestern Energy | Airport     | \$ 333.24   | Detail Bay 4 Avis/Budget. February 2024    |
| 02/26/2024 | 868899  | NorthWestern Energy | Airport     | \$ 173.65   | Detail Bay 5 Thrifty/Dollar. February 2024 |
| 02/26/2024 | 868899  | NorthWestern Energy | Airport     | \$ 93.45    | New Employee Parking. February 2024        |
| 02/26/2024 | 868899  | NorthWestern Energy | Airport     | \$ 1,399.40 | Parking Zone. February 2024                |
| 02/26/2024 | 868899  | NorthWestern Energy | Airport     | \$ 14.15    | Airport Storage. February 2024             |
| 02/26/2024 | 868899  | NorthWestern Energy | CDBG        | \$ 30.76    | 1709 Saint Johns Ave                       |
| 02/26/2024 | 868899  | NorthWestern Energy | CDBG        | \$ 17.12    | 930 Steffanich Dr                          |
| 02/26/2024 | 868899  | NorthWestern Energy | Facilities  | \$ 1,935.00 | 0975808-7                                  |
| 02/26/2024 | 868899  | NorthWestern Energy | Facilities  | \$ 783.37   | 1160802-3                                  |
| 02/26/2024 | 868899  | NorthWestern Energy | Facilities  | \$ 2,757.74 | 1160804-9                                  |
| 02/26/2024 | 868899  | NorthWestern Energy | Facilities  | \$ 2,492.83 | 1269391-7                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,145.84 | SILMD 10                                   |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 2,143.26 | SILMD 100                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,776.92 | SILMD 107                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 4,456.37 | SILMD 109                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 223.29   | SILMD 113                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 958.96   | SILMD 114                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 225.64   | SILMD 115                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 592.28   | SILMD 116                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 3,228.43 | SILMD 117                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 209.05   | SILMD 118                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 128.08   | SILMD 119                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 2,538.43 | SILMD 121                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 190.65   | SILMD 122                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 338.45   | SILMD 123                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 987.16   | SILMD 124                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 394.85   | SILMD 125                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 197.43   | SILMD 126                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 714.96   | SILMD 127                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 500.43   | SILMD 128                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 338.45   | SILMD 129                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 4,990.93 | SILMD 13                                   |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 121.40   | SILMD 130                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 874.36   | SILMD 131                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 225.44   | SILMD 133                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 520.27   | SILMD 134                                  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 524.27   | SILMD 135                                  |

| Check Date | Check # | Name                | Fund Name   | Amount      | Item Desc |
|------------|---------|---------------------|-------------|-------------|-----------|
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 479.51   | SILMD 136 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 385.36   | SILMD 137 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 761.54   | SILMD 138 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 253.83   | SILMD 139 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 2,484.08 | SILMD 14  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 592.28   | SILMD 143 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 28.18    | SILMD 144 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 476.63   | SILMD 145 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 366.65   | SILMD 146 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 447.77   | SILMD 147 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,696.51 | SILMD 149 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 762.62   | SILMD 150 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 648.72   | SILMD 151 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 4,378.57 | SILMD 152 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 548.13   | SILMD 153 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,239.24 | SILMD 154 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 507.69   | SILMD 155 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 929.42   | SILMD 156 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 817.96   | SILMD 157 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 994.16   | SILMD 158 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 733.34   | SILMD 159 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,072.44 | SILMD 160 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 49.03    | SILMD 161 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 832.22   | SILMD 162 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 381.34   | SILMD 163 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 902.57   | SILMD 164 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 238.31   | SILMD 165 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,180.32 | SILMD 17  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 571.96   | SILMD 171 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 520.27   | SILMD 172 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,191.58 | SILMD 173 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,000.92 | SILMD 174 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 333.62   | SILMD 175 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 35.04    | SILMD 176 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 262.16   | SILMD 178 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 524.27   | SILMD 179 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 109.44   | SILMD 18  |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 357.48   | SILMD 180 |

| Check Date | Check # | Name                | Fund Name   | Amount      | Item Desc |
|------------|---------|---------------------|-------------|-------------|-----------|
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,720.50 | SILMD 181 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 595.79   | SILMD 182 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,191.56 | SILMD 183 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 381.34   | SILMD 184 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 142.99   | SILMD 185 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 743.35   | SILMD 186 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 238.31   | SILMD 187 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 285.97   | SILMD 188 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 238.31   | SILMD 189 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,239.24 | SILMD 190 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 425.38   | SILMD 191 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 309.80   | SILMD 192 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 762.62   | SILMD 193 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 331.86   | SILMD 194 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 265.51   | SILMD 195 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 84.50    | SILMD 196 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 84.50    | SILMD 197 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 119.18   | SILMD 198 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 122.75   | SILMD 200 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 500.43   | SILMD 201 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 907.29   | SILMD 202 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 22.53    | SILMD 203 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 488.43   | SILMD 204 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 28.03    | SILMD 205 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 333.62   | SILMD 206 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 381.34   | SILMD 207 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 213.18   | SILMD 208 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 548.13   | SILMD 209 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 101.41   | SILMD 210 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 56.33    | SILMD 211 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 56.33    | SILMD 212 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 33.81    | SILMD 213 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 386.72   | SILMD 214 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 142.99   | SILMD 216 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 431.47   | SILMD 217 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 314.75   | SILMD 220 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 7.02     | SILMD 221 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 89.50    | SILMD 222 |

| Check Date | Check # | Name                | Fund Name   | Amount      | Item Desc |
|------------|---------|---------------------|-------------|-------------|-----------|
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 135.18   | SILMD 223 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,482.61 | SILMD 224 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 473.43   | SILMD 225 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 250.39   | SILMD 226 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 842.91   | SILMD 227 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 817.96   | SILMD 228 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 423.08   | SILMD 229 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 987.17   | SILMD 230 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 592.28   | SILMD 231 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 2,566.65 | SILMD 232 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 990.38   | SILMD 233 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 539.33   | SILMD 234 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 627.33   | SILMD 235 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 199.09   | SILMD 236 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 405.14   | SILMD 237 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 13.98    | SILMD 238 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 95.33    | SILMD 239 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 477.85   | SILMD 240 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 597.65   | SILMD 241 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 84.60    | SILMD 242 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 112.83   | SILMD 244 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 76.09    | SILMD 245 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 338.45   | SILMD 246 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,010.93 | SILMD 247 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 2,792.26 | SILMD 249 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 238.95   | SILMD 250 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 3,958.65 | SILMD 251 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 564.10   | SILMD 252 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,865.16 | SILMD 253 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 179.00   | SILMD 254 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 153.04   | SILMD 255 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,067.01 | SILMD 256 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 2,675.93 | SILMD 257 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,645.12 | SILMD 258 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 507.69   | SILMD 261 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 3,159.42 | SILMD 262 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,162.78 | SILMD 263 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 195.28   | SILMD 264 |

| Check Date | Check # | Name                | Fund Name   | Amount      | Item Desc |
|------------|---------|---------------------|-------------|-------------|-----------|
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 369.68   | SILMD 265 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 86.18    | SILMD 266 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 521.14   | SILMD 270 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 978.80   | SILMD 271 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 2,883.10 | SILMD 272 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 209.75   | SILMD 273 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 569.18   | SILMD 276 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 868.24   | SILMD 277 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 252.19   | SILMD 278 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 60.70    | SILMD 279 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 690.28   | SILMD 280 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 533.98   | SILMD 283 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 333.97   | SILMD 285 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 249.11   | SILMD 286 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,890.46 | SILMD 288 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 266.56   | SILMD 289 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 216.16   | SILMD 290 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 620.49   | SILMD 292 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 238.31   | SILMD 293 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 476.63   | SILMD 294 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 112.83   | SILMD 295 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,263.06 | SILMD 296 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 214.47   | SILMD 297 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 190.65   | SILMD 298 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 416.82   | SILMD 300 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 5,199.49 | SILMD 301 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 350.80   | SILMD 302 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,301.84 | SILMD 305 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 253.06   | SILMD 306 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 4,433.09 | SILMD 307 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 285.86   | SILMD 308 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 531.95   | SILMD 309 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 196.20   | SILMD 310 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 422.93   | SILMD 311 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 414.00   | SILMD 312 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 553.36   | SILMD 315 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 1,165.08 | SILMD 316 |
| 02/26/2024 | 868900  | NorthWestern Energy | Light Maint | \$ 120.75   | SILMD 317 |

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|------------|---------|--------------------------|------------------|---------------|-------------------------------------------|
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 815.39     | SILMD 318                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 64.84      | SILMD 320                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 559.95     | SILMD 321                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 117.80     | SILMD 322                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 1,003.45   | SILMD 323                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 462.73     | SILMD 324                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 411.63     | SILMD 325                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 153.88     | SILMD 326                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 196.80     | SILMD 327                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 967.51     | SILMD 328                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 113.25     | SILMD 329                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 339.02     | SILMD 330                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 184.85     | SILMD 332                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 400.62     | SILMD 8                                   |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 369.13     | SILMD 9                                   |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 527.74     | SILMD 95                                  |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 9,959.32   | SILMD 97                                  |
| 02/26/2024 | 868900  | NorthWestern Energy      | Light Maint      | \$ 1,151.63   | SILMD 99                                  |
| 02/26/2024 | 868899  | NorthWestern Energy      | Park Dist 1      | \$ 158.35     | 0925496-2                                 |
| 02/26/2024 | 868899  | NorthWestern Energy      | Solid Waste      | \$ 2,228.31   | 3252194-0                                 |
| 02/26/2024 | 868900  | NorthWestern Energy      | Street/Traffic   | \$ 15,571.97  | Signal Bills 0/20/24                      |
| 02/26/2024 | 868899  | NorthWestern Energy      | Wastewater       | \$ 475.74     | 822 Shiloh Crossing BLVD - Jan 2024       |
| 02/26/2024 | 868899  | NorthWestern Energy      | Water            | \$ 1,303.11   | 0100485-2                                 |
| 02/26/2024 | 868899  | NorthWestern Energy      | Water            | \$ 4,213.43   | 0100540-4                                 |
| 02/26/2024 | 868899  | NorthWestern Energy      | Water            | \$ 534.62     | 1116452-2                                 |
| 02/26/2024 | 868899  | NorthWestern Energy      | Water            | \$ 2,820.15   | 4519 Hesper Rd,                           |
| 02/26/2024 | 868905  | Public Utilities         | Wastewater       | \$ 2,694.67   | 111176                                    |
| 02/26/2024 | 868907  | QSI 2011, Inc            | IT Resources     | \$ 13,640.71  | Annual Questys Software Maintenance       |
| 02/26/2024 | 868914  | Sanderson Stewart        | Arterial Streets | \$ 13,472.50  | Inner Belt Loop NW Billings Connector     |
| 02/26/2024 | 868914  | Sanderson Stewart        | Planning         | \$ 15,908.22  | Sanderson Stewart - Professional Services |
| 02/26/2024 | 868914  | Sanderson Stewart        | Tax Incrmnt N27  | \$ 2,497.00   | 5th Ace Corridor -Prelim Design/Contract  |
| 02/26/2024 | 868914  | Sanderson Stewart        | Trl Donate       | \$ 19,876.50  | WO 21-38 Skyline Trail (Marathon Loop)    |
| 02/26/2024 | 868914  | Sanderson Stewart        | Water            | \$ 1,551.50   | WO 24-18 Central Avenue Water Extension   |
| 02/26/2024 | 868922  | Superior Water Solutions | Facilities       | \$ 591.00     | KO430 Heavy Duty Degreaser                |
| 02/26/2024 | 868922  | Superior Water Solutions | Street/Traffic   | \$ 341.38     | additional hoses                          |
| 02/26/2024 | 868922  | Superior Water Solutions | Street/Traffic   | \$ 16,696.30  | GX630 honda V-Twin steamer                |
| 02/26/2024 | 868922  | Superior Water Solutions | Street/Traffic   | \$ (3,800.00) | trade in unit 1337 hotsty steamer         |
| 02/26/2024 | 868928  | Tire-Rama                | Solid Waste      | \$ 420.00     | Labor                                     |

| Check Date | Check # | Name                       | Fund Name      | Amount        | Item Desc                                   |
|------------|---------|----------------------------|----------------|---------------|---------------------------------------------|
| 02/26/2024 | 868928  | Tire-Rama                  | Solid Waste    | \$ 2,283.36   | Tires, dismount/mount, balance. Unit 0022   |
| 02/26/2024 | 868928  | Tire-Rama                  | Solid Waste    | \$ 3,405.00   | Tire purchase. Collections.                 |
| 02/26/2024 | 868928  | Tire-Rama                  | Solid Waste    | \$ 5,858.95   | Tire repair and purchase                    |
| 02/26/2024 | 868928  | Tire-Rama                  | Solid Waste    | \$ 1,038.52   | Tire repair& purchase Unit 0030.            |
| 02/26/2024 | 868928  | Tire-Rama                  | Solid Waste    | \$ 300.00     | Tire repair and purchase                    |
| 02/26/2024 | 868928  | Tire-Rama                  | Street/Traffic | \$ 10.00      | 105-10137 - TIRE REPAIR                     |
| 02/26/2024 | 868928  | Tire-Rama                  | Street/Traffic | \$ 25.00      | 105-9798 - TIRE REPAIR                      |
| 02/26/2024 | ACH     | Town & Country Supply      | Public Safety  | \$ 1,135.86   | FIRE 5 UNLEADED & BLENDED DIESEL            |
| 02/26/2024 | ACH     | Town & Country Supply      | Public Safety  | \$ 554.43     | FIRE 3 - DIESEL                             |
| 02/26/2024 | ACH     | Town & Country Supply      | Public Safety  | \$ 1,592.01   | FIRE 1 - UNLEADED & BLENDED DIESEL          |
| 02/26/2024 | ACH     | Town & Country Supply      | Public Safety  | \$ 462.04     | FIRE 6 BLENDED DIESEL                       |
| 02/26/2024 | ACH     | Town & Country Supply      | Public Safety  | \$ 708.45     | FIRE 3 BLENDED DIESEL                       |
| 02/26/2024 | ACH     | Tractor & Equipment        | Fleet          | \$ 617.15     | BLW00231888                                 |
| 02/26/2024 | ACH     | Tractor & Equipment        | Solid Waste    | \$ 2,235.64   | Cartridge AS. Filter-CAB units 0261 & 0262  |
| 02/26/2024 | ACH     | Tractor & Equipment        | Solid Waste    | \$ 2,531.62   | Cut 1" plate into 3 separate pieces bevles  |
| 02/26/2024 | ACH     | Tractor & Equipment        | Solid Waste    | \$ 1,139.80   | Element - ACL for Landfill unit 0201.       |
| 02/26/2024 | ACH     | Tractor & Equipment        | Solid Waste    | \$ 584.82     | Elements and filters units 0264, 0265, 0266 |
| 02/26/2024 | 868935  | Vinyl Monkeys              | Library        | \$ 2,800.00   | Book Locker van wrap, Foundation grant      |
| 02/26/2024 | 868938  | Western Municipal Const    | Storm Sewer    | \$ 297,723.34 | Wicks & Bitterroot Storm Drain Improve      |
| 02/26/2024 | 868941  | Yellowstone County Finance | Building       | \$ 7,130.79   | Miller Building; Building; March 24 Rent    |
| 02/26/2024 | 868941  | Yellowstone County Finance | CDBG           | \$ 5,545.88   | Miller Building; Comm Dev; March 24 Rent    |
| 02/26/2024 | 868941  | Yellowstone County Finance | General        | \$ 2,218.99   | Miller Building; Code; March 24 Rent        |
| 02/26/2024 | 868941  | Yellowstone County Finance | Parking        | \$ 1,763.94   | JAN 2024 COUNTY METER COLLECTIONS           |
| 02/26/2024 | 868941  | Yellowstone County Finance | Parking        | \$ 825.64     | NOV 2023 COUNTY METER COLLECTIONS           |
| 02/26/2024 | 868941  | Yellowstone County Finance | Planning       | \$ 4,750.50   | Miller Building; Planning March 24 Rent     |

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Public Hearing and Approval of the MT Dept. of Commerce Infrastructure Grant Application  
**Presented by:** Ted Wilson, Grants Coordinator  
**Department:** City Hall Administration  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council hold a public hearing and approve the adjusted prioritized list, allowing the City to submit a revised grant application for a third infrastructure project to the Montana Department of Commerce.

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

The Montana Legislature passed HB 355 "The State-Local Infrastructure Partnership Act of 2023", appropriating \$20 million from the state general fund to distribute as grants to incorporated cities and towns for eligible local government infrastructure projects that fully comply with HB 355. The published guidelines listed 10 areas for which cities could use funds for "maintenance or repair" of existing infrastructure. However, the guidelines also noted that of highest priority are drinking water systems, wastewater treatment systems, and fire suppression systems "if independent of drinking water systems". Cities are asked to provide clear reasoning for not funding one of those three areas if they submit a project from one of the other seven categories. The City must also be able to demonstrate that they will be able to make a 25% local match of the total project cost in its application(s). The law required cities to solicit projects from their departments, prioritize the resulting lists, and present those lists at a public hearing. Once the public hearing is completed, the City may finalize its priority list and make its application(s) to the DEC for funds. A city must submit a separate application for each project they wish to have funded under the bill - and each project must have a 25% non-federal local cash match identified and committed. Finally, each submitted project must be included in the current CIP as adopted by the City Council.

The City of Billings will receive slightly more than \$1.4 million in funding under the formula set forth in the bill. The project(s) total cost must be at least \$1.87 million - which we will easily exceed. In examining projects submitted by City departments, the administration submitted to Council on January 22, 2024, the Public Works water mains replacement program, which was approved after a public hearing. After that date, administration submitted three water mains project applications. We learned on Feb. 26, 2024 that two of the projects, Broadwater Avenue and Cedar Park had been approved. However, the third project was not approved because we could not guarantee that the contractor would be under contract prior to Dec. 31, 2024, another requirement of the grant.

Administration again solicited projects from Public Works in late February. Three were identified that could be brought under contract prior to the Dec. 31, 2024 date - those include a sewer replacement project, a water main replacement and extension (Grand Avenue and 48th Street West), and a Bitterroot storm drain project. DEC confirmed that storm drains are allowable projects under the bill. Staff were preparing the third application at the time this memo was submitted - with the deadline to submit on March 29, 2024. The project submitted depends on how easy it is to provide documentation for the grant application. Each project will take place regardless of grant funds being available.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

The City of Billings will receive slightly more than \$1.4 million in funding under a formula set in HB 355. Two of the water main projects have already received preliminary approval, and will generate \$939,000 in reimbursements. The final project will generate another \$469,509 in reimbursements from the State once approved.

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**City Council Regular**

**Date:** 03/25/2024  
**Title:** Zone Change 1043 - 4190 S Frontage Rd - RMH to CX - Public Hearing 1st reading  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00033

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**RECOMMENDATION**

The Zoning Commission is recommending approval and adoption of the findings of the 10 review criteria for Zone Change 1043.

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

This is a zone change request for a parcel located at 4190 S Frontage Road from Residential Manufactured Home (RMH) to Heavy Commercial (CX), a zoning that would allow the development of small shops or storage for businesses. The proposed zoning is compatible and identical to the zoning to the east. To the west is the Agri-center Subdivision also zoned RMH but outside the city limits. These lots have public water through "county" water lines installed decades ago when the subdivision was developing. At the west boundary line with the manufactured home subdivision there is a fence but no other bufferyard between the properties. The subject property has been within the city limits since the early 1980s. Recently the manufactured homes were removed from the property. Dwellings cannot be re-established on the property without extension of a city sewer line to the property. The cost of the sewer extension is large compared to the development potential in the RMH zone on the small property. The proposed zone change will allow the property to be developed for one or two small shops or for storage purposes. Any new development on the property will require installation of a bufferyard on the west property line.

S. Frontage Road is an arterial street that currently handles over 5,000 vehicle trips per day and has posted speeds over 50 mph. This type of street frontage does not support the development of a small, manufactured home park. The continued development of large commercial warehouses and businesses to the east and south contributes to the incompatibility of the current RMH zone. Smaller lots for local businesses would add value to the existing development pattern and allow the existing RMH neighborhood to the west to be buffered from these more intense developments.

The proposed CX zone does allow a wide variety of commercial uses. Some of these uses will not be likely on a parcel of this size and limitation. For example, a hotel or restaurant would not fit well on this site given the high-speed arterial frontage and the adjacent uses. In addition, these uses would require a costly extension of the city sewer line. The proposed uses will not require an extension of the city sewer line.

**STAKEHOLDERS**

The applicant held a pre-application neighborhood meeting on January 18, 2024, at the Powderhorn Cafe. Six surrounding property owners signed into the meeting. The primary concern expressed by the surrounding owners was regarding noise, lighting and traffic (entry and exit). Planning staff sent the required mailed notices, posted the property, posted a synopsis of the application on the Current Zoning Application webpage, and published the legal information for the Zoning Commission hearing. No public comments were received by the Planning staff prior to this report.

**City Zoning Commission hearing March 5, 2024**

The Zoning Commission held its hearing on the zone change request and received the staff report and recommendation for approval. The applicant's agent, Greg Reid of WWC Engineering, provided testimony in favor of the zone change and explained the difficulty with sewer line connection at this location. Mr. Reid stated a small shop with no facilities or just one toilet and sink would be allowed to re-connect to the on-site septic system. He stated this is the owner's intent at this time. No other testimony was received.

Chairperson Dan Brooks closed the public hearing and asked for a motion on the request. Greg McCall made a motion to recommend approval and adoption of the findings of the 10 review criteria. The motion was seconded by

Andy Megorden and was approved on a 5-0 vote.

## ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1043 as recommended by the Zoning Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1043; 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

The City Council shall consider the Zoning Commission's recommended findings of the 10 review criteria prior to making a decision on the zone change:

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, goodwill, and social interaction.
- Implementation of the Infill Policy is important to encourage the development of underutilized properties.

The South Billings Urban Renewal Master Plan envisioned this area south of the interstate as an area that could build new economic opportunities. This was designated the "Four Corners" area and this area as the "Riverside Business Park". The master plan did show this parcel outside the city limits -- although this was incorrect at the time. This parcel was the first parcel annexed to the city south of the interstate between S. Billings Boulevard and Garden Avenue. This annexation to the city occurred about the same time as the first zone change request on this parcel from residential to commercial in 1983. The S. Billings Urban Renewal Master Plan stated the following: "Undeveloped land in this area may be particularly attractive to small manufacturers, professional offices, and small office/warehouse as there is no other business park in Billings that offers the ease of interstate access, views, and a natural setting with many recreation amenities."

The proposed zoning would allow an existing vacant property to be developed for cold storage warehousing or contractor shops. The parcel is within the city limits but has limited access to city services. City water is available to the property. The cost to bring the sanitary sewer infrastructure to the property exceeds the potential development investment by orders of magnitude. The re-establishment of one or two manufactured homes under the current zoning would require the extension of a public sewer line to the parcel. The engineer's estimate for extension of wastewater services is well above \$50,000. The parcel is small in comparison to the adjacent heavy commercial development to the east. This development includes Intermountain Distributing, Old Dominion Freight, and Inland Truck Parts. Further east are some large warehousing facilities as well as heavy equipment businesses and specialized storage companies. Overall, this heavy commercial area is over 115 acres of development. The parcel does not provide any transition between the existing commercial development and the County manufactured home park to the west.

Redevelopment as a commercial property will require the development to install a buffer yard on the west property line to provide the visual barrier required between commercial development and residential development. S. Frontage Road is an arterial street that currently handles over 5,000 vehicle trips per day and has posted speeds over 50 mph. This type of street frontage does not support the development of a small, manufactured home park.

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 27-400 (BMCC) as well as sections on Landscaping, Off-street Parking and Signs. New buildings would be required to meet city Building Codes and Engineering standards as well.

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 CX zoning would allow the vacant property to be developed for non-residential uses. Developed land will increase property values. Vacant land tends to add unpredictability to the area. It is not likely that the current zoning would result in the placement of residential homes on the property given the cost to bring city sewer services to the property.

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. S Frontage Road is managed by the Montana Department of Transportation (MDT). There is one approach from the road that is permitted by MDT. A second approach is not necessary. Re-development of the site will require submittal of the site plan to the city and to MDT. Any required improvements will be noted at that time. Storage uses and small business warehouses do not generate significant traffic.

**Water and Sewer:** The City will provide water to the property. A service line was installed in 2023. There is a sanitary sewer in the vicinity but not close enough to make it economically feasible to extend the line for this 1.35-acre parcel. 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 a portion of Riverfront Park ¼ mile south of the parcel.

**Fire and Police:** The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5) Will the new zoning provide adequate light and air?

Similar to criteria 2 and 3, the proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. Any development of the property would follow the requirements of Section 27-400 (BMCC) and other city regulations for development.

6) Will the new zoning affect motorized and non-motorized transportation?

The existing property fronts S Frontage Road. This is a high-speed arterial managed by MDT. There is no curb, gutter or sidewalk along this street frontage. The curb, gutter and sidewalk will likely not be required at the time of development, but the owner may be required to sign a waiver to allow future construction of these improvements. East of 3716 S Frontage Rd, there is a multi-use pathway under construction in front of the large warehouses at 3218 and 3226 S Frontage Road.

7) Will the new zoning promote compatible urban growth?

The proposed zoning is compatible with the adjacent zoning and existing urban growth to the east. Property to the west is outside the city limits and is a County manufactured home park subdivision. This residential subdivision is between heavy commercial zoning districts to the east and west. Redevelopment of the subject property will require a better buffer yard along the property line of the eastern lots in the subdivision. The CX 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 re-development of the property for commercial purposes. This redevelopment will require the installation of a good visual barrier for the manufactured home park to the west. The types of uses will be limited unless and until a sewer line connection is available.

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 Heavy Commercial 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?

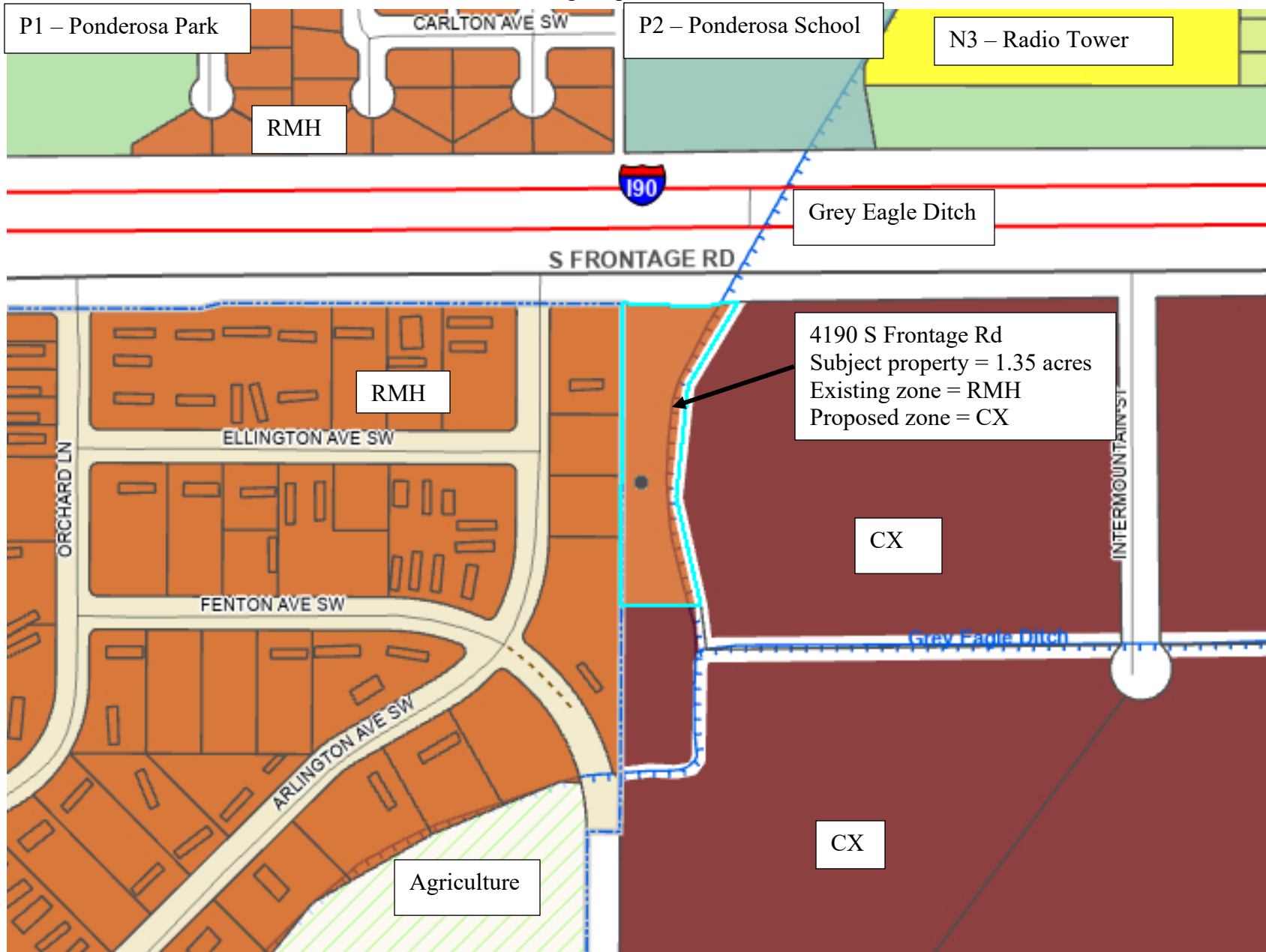
The proposed zoning will allow the redevelopment of the property along a high-speed arterial with good access to the interstate and other transportation corridors. Infill on vacant parcels also contributes to the neighborhood stability of the manufactured home park to the west. The proposed zoning and use will encourage the most appropriate use of the parcel.

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## Attachments

ZC 1043 Zoning Map and Site Photos  
ZC 1043 Chart of Zoning History  
ZC 1043 Pre app information  
ZC 1043 Application and Letter  
ZC 1043 Ordinance

City Zone Change 1043 – 4190 S Frontage Rd  
Zoning Map and Site Photos



Subject Property



SW Billings Sub (City)



Subject Property

Inland Truck Parts

Agri-Center Subdivision (County)

Intermountain Distributing

Old Dominion Freight



Subject Property



View east along South Frontage Rd



View south and west across subject property



View west on S Frontage Rd




View south and east to adjacent commercial warehouses



View south at subject property from S Frontage Rd

Aerial View of Property – Applicant’s Exhibit



|                                                                                                                                                                                                                      |                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| DESIGNED BY: AMR.<br>DRAWN BY: AMR.<br>CHECKED BY: GTR.<br>DATE: JAN, 2024                                                                                                                                           | SHEET<br><b>A</b>                                                                                             |
|                                                                                                                                                                                                                      | PREPARED FOR<br><b>MR. GREWELL</b>                                                                            |
| PREPARED BY<br> WWC ENGINEERING<br>550 S. 24TH ST. W. SUITE 201<br>BILLINGS, MT 59102<br>(406) 894-2210<br>www.wwcengineering.com | ZONE CHANGE - TRACT 2-A<br>AMENDED TRACTS 1 & 2 OF CERTIFICATE OF<br>SURVEY NO. 741<br>YELLOWSTONE COUNTY, MT |

Zoning History for City ZC 1043 – 4190 S Frontage Rd

| <b>SUBJECT PROPERTY</b>                                | <b>Zone Change</b>  | <b>DATE</b> | <b>FOR</b>                                           | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                                                                 |
|--------------------------------------------------------|---------------------|-------------|------------------------------------------------------|-----------------------|----------------------------------------------------------------------------------------|
| 4190 S Frontage Rd                                     | <b>City ZC 407A</b> | 9/26/1983   | R70 to Highway Commercial (HC)                       | No                    | Only parcel on S Frontage Rd east of S Billings Blvd and Garden Ave within city limits |
|                                                        | <b>City ZC 590</b>  | 11/28/1994  | R70 to HC                                            | No                    |                                                                                        |
|                                                        | <b>City ZC 606</b>  | 4/22/1996   | R70 to RMH                                           | Yes                   |                                                                                        |
| <b>SURROUNDING PROPERTY</b>                            | <b>Zone Change</b>  | <b>DATE</b> | <b>FOR</b>                                           | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                                                                 |
| Riverfront Business Park<br>(east of subject property) | County ZC 604       | 5/29/2007   | RMH to Controlled Industrial (CI)                    | Yes                   | Intermountain Dist.<br>Old Dominion Freight<br>Inland Truck Parts<br>Curr. Zone = CX   |
| Mirco Circle                                           | County ZC 9         | 5/7/1974    | RMH to Gen Comm and CI                               | Yes                   | Warehouse – demo'd                                                                     |
| Mirco Circle                                           | County ZC 193       | 7/5/1978    | GC/CI to RMH                                         | Yes                   | New MH Sub<br>Curr Zone = RMH                                                          |
| Willowbrook – Auto<br>Auction                          | City ZC 689         | 4/22/2002   | Agriculture (A) to Planned<br>Development – Entryway | Yes                   | Current Zone = PD                                                                      |
| Interstate Truck                                       | City ZC 746         | 12/13/2004  | A to Entryway Gen Comm (EGC)                         | Yes                   | Current Zone = CMU2                                                                    |
| Big Iron Sub                                           | County ZC 296       | 10/9/1980   | A to Comm Commercial                                 | No                    | Included in County ZC<br>604 to CI                                                     |
| Torgerson's                                            | County ZC 617       | 2/26/2008   | A to CI                                              | Yes                   | Current zone = CX                                                                      |
| Riverside Acreage                                      | County ZC 230       | 3/6/1979    | R150 to HC                                           | Yes                   | Current zone = CX                                                                      |

## **Grewell Zone Change Pre-Application Neighborhood Meeting Minutes**

January 18, 2023, at 6:30pm

Attendance:

Aaron Redland – WWC Engineering

Jon Ussin – UbarS, Owner's representative

See attached sign-in sheet

The meeting was opened by WWC Engineering (WWC) giving a description of the current zoning and the proposed zoning. WWC also explained the zone change process along with the Zoning and City Council meetings that are required for the zone change to be completed.

The area residents were then asked to provide comments or concerns regarding the zone change. The specific concerns from the neighboring residences are noise, lighting, and traffic due to the existing commercial businesses in the area which have been conducting business all hours of the day. Since there has not been any recourse to minimize the current business traffic, the residence in attendance have been unable to retain residential tenants in their rentals.

There were no additional specific comments on the zone change, only about the owner's plans for future improvements of the property. The neighbors had questions about setbacks, fences, existing utilities, and required improvements adjacent to their properties if the zoning is changed.

Pre-Application Neighborhood Zone Change Meeting - Grewell Property  
 January 18, 2024 at 6:30pm

|    | <u>Name</u>           | <u>Address</u>             | <u>Phone no.</u>             |
|----|-----------------------|----------------------------|------------------------------|
| 1  | Joseph M Gbthlin      | 1057, 1059 Arlington Av SW | 404-591-6054                 |
| 2  | Kevin R Kuhlman       | 1130 Orchard LN            | 406-690-1947                 |
| 3  | Jackie Kuhlman        | 1130 Orchard LN            | 406-252-3934<br>406-690-1947 |
| 4  | Connor M(Evry)        | 20AS overland Ave          | (509) 339-0556               |
| 5  | Kelly Ashcom-mcIntosh | 1015 Mirco Cir             | 406-690-4652                 |
| 6  | CJ McIntosh           | 1015 Mirco Cir             | 406-690-4683                 |
| 7  |                       |                            |                              |
| 8  |                       |                            |                              |
| 9  |                       |                            |                              |
| 10 |                       |                            |                              |
| 11 |                       |                            |                              |
| 12 |                       |                            |                              |
| 13 |                       |                            |                              |
| 14 |                       |                            |                              |
| 15 |                       |                            |                              |

**CITY ZONE CHANGE APPLICATION FORM**

**CITY ZONE CHANGE** Billings Zone Change # 1043 Project # PZX-24-00033

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the **City of Billings** Zoning Regulations.

Present Zoning RMH (Residential Mobile Home)

Proposed Zoning: CX (Heavy Commercial)

PARCEL TAX ID# D01871 CITY ELECTION WARD 1

Legal Description of Property: \_\_\_\_\_

Address or General Location (If unknown, contact City Engineering): 4190 S Frontage Road

Size of Parcel (Area square feet or acres): 1.35 acres

Present Land-Use: vacant

Proposed Land-Use: construct a shop for light commercial/contractor use

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s) Don Grewell IRA c/o First Premier Bank Trust

(Record Owner)

Sioux Falls, SD 57101-2640

(Address)

406-855-2939

(Phone Number)

d3jsgrewell@gmail.com

(email)

Agent(s): WWC Engineering - Aaron Redland

(Name)

550 S. 24th Street Ste. 201, Billings, MT 59102

(Address)

406-671-5606 aredland@wwcengineering.com

(Phone Number)

(Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: Don Grewell 01/29/24 Date: \_\_\_\_\_

(Record Owner – Digital Signature Allowed)

**CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)**

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning:** RMH (Residential Mobile Home)
  
2. **Written description of the Zone Change Plan** including existing and proposed new zoning:  
CX (Heavy Commercial)
  
3. **Legal Description of Property:**  
Tract 2-A of Amended Tracts 1 & 2 of Certificate of Survey No. 741
  
4. **Neighborhood Task Force Area:** Yes /// No . If Yes, Name of Task Force  
No
  
5. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to on line application
  
6. **A brief synopsis of the meeting results including any written minutes or audio recording.**  
please attach to on line application
  
7. **The undersigned affirm the following:**
  - 1) The pre-application neighborhood meeting was held on the 18th, day of Jan, 2024 .
  - 2) The zone change application is based on materials presented at the meeting.

**Owner (s):**

Don Grewell IRA c/o First Premier Bank Trust Telephone: 406-855-2939

**Address:**

Souix Falls, SD 57101-2640 Email: d3jsgrewell@gmail.com

**Agent (s):**

WWC Engineering - Aaron Redland Telephone: 406-671-5606

Address: 550 S. 24th Street, Ste 201, Billings, MT 59102 Email: aredland@wwcengineering.com

Complete this form and upload to your on-line Zone Change application

**(1) Whether the new zoning is designed in accordance with the growth policy;**

The 2016 City of Billings Growth Policy states that 'Infill development and development near existing City infrastructure may be the most cost effective and retaining and supporting existing businesses helps sustain a healthy community'. The proposed zone change will provide a location for a light commercial business or contractor a space for their business and will eliminate a vacant lot within the city limits of Billings.

**(2) Whether the new zoning is designed to secure from fire and other dangers;**

The change of RMH (Residential Mobile Home) to CX (Heavy Commercial) zoning would not create any dangers within the neighborhood. With the zone change, the owner intends to construct a commercial building sized to fit within the constraints of the property which would follow the zoning and building code requirements at the time of construction. There are existing fire hydrants located at the intersection of Arlington Avenue Southwest and South Frontage Road and Gray Eagle Ditch and South Frontage Road. Therefore, there are no anticipated dangers of fire protection with the development.

**(3) Whether the new zoning will promote public health, public safety and general welfare;**

The proposed zone change from RMH to CX will allow the owner to construct a shop on the property. The property is currently vacant and not economically feasible for building out as mobile home park due to no direct access to the city sanitary sewer main along with the additional infrastructure requirements as part of city code. If the owner proceeds to construct a shop building, stormwater management and all additional requirements will be required to be addressed at that time.

**(4) Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;**

The proposed zone change from RMH to CX would not impact transportation surrounding the property since the existing approach has been recognized by MDT. If the owner proceeds with the site improvements, a site plan will be submitted to the city and MDT for review and approval. There is an existing city water service extended onto the property that may be used unless development exceeds the size of a single service at which time additional service taps or a main extension would be necessary. Due to the significant cost for an extension of the city sewer main, the property would be utilized in an economical way such as dry storage as a mobile home park is uneconomical. If, in the future, it is economically feasible for the owner to connect to the city sewer system, they will do so. The change from residential to commercial zoning shall have no impact on the schools or parks since the property is currently vacant.

**(5) Whether the new zoning will provide adequate light and air;**

CX development is for commercial development. When the property is developed, it would be required to include an area for stormwater control and follow the existing city code regulations for lighting. As such, the development could have an increase of structures with the open space, resulting in an increase in the impacts to light and air, however those improvements would be following City permitting requirements.

**(6) Whether the new zoning will affect motorized and nonmotorized transportation;**

The proposed zoning will not have a negative effect on motorized and nonmotorized transportation. The motorized transportation entering the property IS from an existing approach on South Frontage Road that has been recognized by MDT. Since there will be a change in land use, future development will require the owner to contact MDT for a review of the site plan and existing approach. At that time MDT would determine if mitigation would be required, such as on-site drainage or highway-related traffic mitigation.

**(7) Whether the new zoning will promote compatible urban growth;**

The proposed zoning allows the owner to utilize an infill lot for a local commercial business. Due to the size limitations of the property and constraints to the access to the city sewer service, this would be the highest and best use of the property. Due to the proximity and cost of connection of the city sanitary main along the construction of additional infrastructure requirements, development of this property as a mobile home park is not economically feasible.

**(8) Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses;**

The character of the district surrounding the subject property is a mix of residential and commercial. The proposed zone change from RMH to CX would allow the property to stay consistent with a majority of the properties along South Frontage Road within the city limits, which is also zoned for CX. The city limits boundary is along the west side of the property with a county RMH zoned property. Due to existing access constraints to the public sewer system, the property is currently vacant.

**(9) Whether the new zoning will conserve the value of buildings;**

To the west of the proposed development is RMH zoning and to the east and south is CX. Although this development would be changing the type of residential development that exists within the neighborhood, it will be fitting to the commercial developments that are currently following this portion of South Frontage Road. The property is currently a vacant lot within the city limits which tends to cause unnecessary crime and vandalism.

**(10) Whether the new zoning will encourage the most appropriate use of land throughout the city;**

Given the property has a variety of constraints which will limit the ability for constructing a mobile home park that is economically viable, changing the zoning to allow a commercial building is the highest and best use of the property. Historically, commercial development has been following South Frontage Road and this zone change would continue that trend.

ORDINANCE 24-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION for C/S 741,  
Parcel 2A, of Amended Tracts 1 & 2, 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.** **C/S 741, Parcel 2A, of Amended Tracts 1 & 2,** is presently zoned **Residential Manufactured Home (RMH)**, 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 **C/S 741, Parcel 2A, of Amended Tracts 1 & 2,** is hereby changed from **Residential Manufactured Home (RMH)**, to **Heavy Commercial (CX)**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Heavy Commercial (CX)**, 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 25<sup>th</sup> day of March, 2024.

PASSED, ADOPTED and APPROVED on second reading this 8<sup>th</sup> day of April, 2024.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk

Zone Change 1043 – 4190 S Frontage Road

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Annexation 24-01, Resolution to Annex Tract 4B of C/S 2735  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** No  
**Project Number:** PZX-24-00051

**RECOMMENDATION**

Staff recommends the City Council hold a public hearing on the annexation. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

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

Taj Mukadam on behalf of George Jurovich submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Grand Avenue and east of 80th Street West. The land being annexed is described as being Parcel 4B of Certificate of Survey No. 2735, Recorded February 2nd, 2010, under document No. 3539423 on file and of record in the office of the Yellowstone County Clerk and Recorder. Said annexation contains 1.000 acres gross and net, more or less.

The property is zoned RR1 (Rural Residential 1). This is not a zoning district recognized by the City. This parcel is currently undergoing Zone Change 1044 (PZX-24-00044) to NX2 (Mixed Neighborhood 2) in order to bring the parcel into compliance for this annexation.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within Zone 1 or Zone 3 of the Limits of Annexation Map.
2. The City will be able to provide adequate city services at a cost acceptable to the City within a time period mutually agreed to by the property owners requesting annexation and the City, as stated in the Annexation Agreement.
3. Existing or proposed public improvements within the area to be annexed must meet City standards, as stipulated in the Annexation Agreement.
4. All property owners within the area to be annexed shall sign a Waiver of Right to Protest the creation of Special Improvement Districts, as stipulated in the Annexation Agreement.
5. All residential property owners within the area to be annexed must create or join an existing park maintenance district. This property is not adjacent to an existing park maintenance district nor is it creating additional parkland for City, therefore the criteria is not applicable.
6. Residential densities planned for development within the area to be annexed shall meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents.
7. The proposed land use within the area to be annexed shall conform to the goals of the Adopted City of Billings Growth Policy.
  - **Strong Neighborhoods**
    - Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
    - Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction
    - Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale streetlights, street trees and walkable access to public spaces
    - Neighborhoods that are safe and attractive and provide essential services are much desired
    - Implementation of the Infill Policy is important to encourage development of underutilized properties
  - **Home Base**
    - A mix of housing types that meet the needs of a diverse population is important
    - The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
    - Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
    - Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings

- Public safety and emergency service response are critical to the well-being of Billings' residents
- Homes that are safe and sound support a healthy community

**Departmental Response:** City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably, and detailed responses are provided below.

- Water and Sanitary Sewer: Public water and sanitary sewer service is available to the property proposed for annexation. The Developer will be responsible for the design and construction of a sanitary sewer main and a water main in Grand Avenue along the frontage of the above-described property.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The Developer Tract will be accessed from Buffalo Crossing. The Public Right-of-way along Grand Avenue is already dedicated to the City of Billings.
- Fire Stations: The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. As this and additional annexations are built out, additional fire department resources will be needed to meet and maintain our high level of service due to the increased call volume and burden on our department these annexations create. The nearest fire station is Station #7, located at 1504 54th St W, approximately 0.86 road miles or 1 minute driving time to the subject property.
- Parks: No Parkland or Trails will be required as part of this annexation.
- School facilities: School District #2 commented Meadowlark Elementary, Ben Steele Middle, and West High Schools would serve this area, all of which are either near or over capacity.

**General City Services:** These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property.

- Transit: The annexed area is not directly serviced by a MET Route. The nearest route currently operates through the intersection of Grand Avenue & Shiloh Road traveling which is the nearest accessible point to the property. This intersection is approximately 2.5 miles from the proposed annexation location via roadway. MET does not anticipate that fixed-route would operate in the area until more significant commercial and/or residential growth necessitated transit service in the area.
- Police: This proposed development is adjacent to established city limits and will not require an adjustment in schedules or staffing at this time. There is sufficient ingress/egress to the area. Despite recent passage of a safety levy, continued annexation and development will affect our ability to deliver service without commensurate resources.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated. These decisions have a cumulative affect, therefore, City Council is being provided with a recommendation of approval.

## STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City

Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

#### **ALTERNATIVES**

The City Council may

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and ward boundary ordinance. On February 1, 2024, the annexation petition was submitted to the Planning Division by the owner's agent. On March 25, 2024, the City Council is scheduled to take action on the petition.

#### **FISCAL EFFECTS**

This application has no impact on the Planning Division Budget.

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#### **Attachments**

Annexation 24-01 Resolution  
Limits of Annexation

## RESOLUTION NO. 24 -

### A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

A parcel of Land situated in the NE 1/4 of Section 5, T.1S., R.25E. Yellowstone County, Montana, more particularly described as follows: Parcel 4B of Certificate of Survey No. 2735, Recorded February 2nd, 2010, under document No. 3539423 on file and of record in the office of the Yellowstone County Clerk and Recorder.

Said annexation contains 1.000 acres gross and net, more or less.

(# 24-01) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Within 45 working days and prior to site development, a mutually acceptable Annexation Agreement shall be executed between the owner(s) and the City that shall stipulate, among other things, specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the creation of special improvement districts which will be recorded with the Yellowstone County Clerk and Recorder.

If the above conditions are not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

3. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.
4. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 25<sup>th</sup> day of March, 2024.

CITY OF BILLINGS:

BY: \_\_\_\_\_

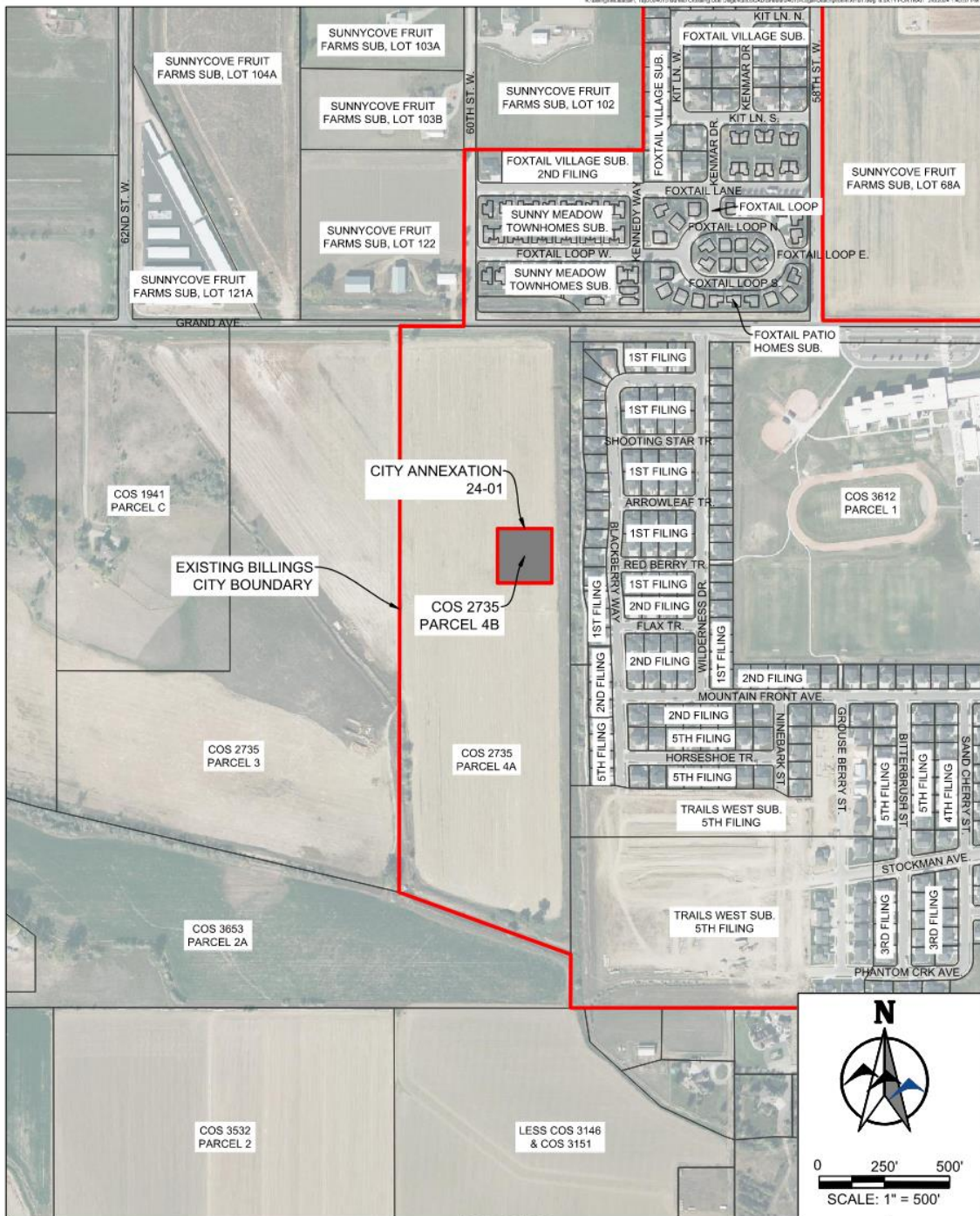
William A. Cole, Mayor

ATTEST:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk  
(# 24-01)

# EXHIBIT 'A'



**LEGAL DESCRIPTION EXHIBIT**  
YELLOWSTONE COUNTY, MT

PREPARED FOR  
**TAJ MUKADAM**

DESIGNED BY: ZSL  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 2/8/2024

PREPARED BY  
**WWC ENGINEERING**

550 S. 24TH ST. W., SUITE 201  
BILLINGS, MT 59102  
(406) 894-2210  
www.wwcengineering.com

SHEET  
**1**

# Limits of Annexation 24-01

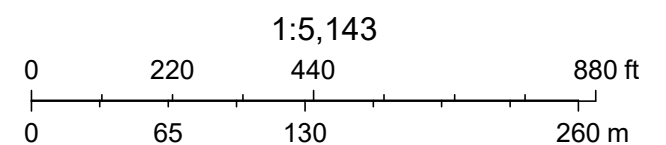


3/4/2024, 8:30:01 AM

## Limits of Annexation

- Zone 1 Petition Area
- Zone 2 Long Range Area
- Streams, Ditches, Canals
- Canal or Ditch

- Drain
- Tax Parcels
- Billings City Limits
- Road Centerline
- ARTERIAL
- PROPOSED ROAD
- UNDEVELOPED ROAD
- STREET



## Zoning Commission

**Date:** 03/25/2024  
**Title:** Zone Change 1044 - 5900 Block of Grand - Joint Hearing for Zone Change and Annexation - 1st reading of ordinance  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00044

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## RECOMMENDATION

The City Zoning Commission is recommending approval and adoption of the findings of the 10 review criteria for Zone Change 1044.

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

This is a zone change request for a 1-acre parcel located within and surrounded by the Buffalo Crossing Subdivision. The parcel is legally described as Parcel 4B, amended plat of Certificate of Survey 2735. The current zoning is Rural Residential 1 (RR1) a county zone. A concurrent annexation has been submitted. The proposed zoning of Mixed Residential 2 (NX2) is intended to fit in with the Buffalo Crossing NX2 development to the north. Buffalo Crossing was annexed, zoned and subdivided in 2022 and 2023. A vacant county parcel surrounded by urban level development is not an ideal development pattern.

The proposed zone change will allow the property to be developed for multifamily structures with off-street parking for the new residents. There are very few housing choices in this area of West Billings. Most (70% +) are single family homes on large urban lots (7,000 sf +). There are several areas that also offer a two-unit dwelling. Foxtail Village to the north has 18 duplexes, Grand Peaks to the east has about 22 duplexes, and Signal Peak at 62nd St W and Rimrock Rd has about 77 duplex town homes. These comprise less than 20% of the total housing choice in the area. The rarest housing choice is the attached multifamily unit (3+ units per structure), either for rent or ownership. This is less than 5% of the total housing choice west of Shiloh Road from Central Avenue to the north. A resilient urban fabric has more housing choices than are currently available in West Billings.

Planning staff recommended approval based on the compatibility with the adjacent zoning and will provide predictable development in Buffalo Crossing. The proposed zoning is in conformance with the 2016 Growth Policy guidelines. The proposed use and zoning will benefit the orderly transition of this property from a rural residential county lot to an urban neighborhood. The proposed zoning supports the city's Infill Policy. The City Zoning Commission concurred with these findings and recommendation.

## STAKEHOLDERS

The applicant held a pre-application neighborhood meeting on January 20, 2024, at Ben Steele Middle School. Two surrounding owners signed in to the meeting. The primary concern expressed by the surrounding owners was regarding density and parking and whether the new residents would own or rent. 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 information for the Zoning Commission hearing. No public comments were received by the Planning staff prior to this report.

### Zoning Commission hearing March 5, 2024

The Zoning Commission held its hearing and received the staff report and recommendation of approval for Zone Change 1044. The applicant's agent, Greg Reid of WWC Engineering, stated the only directly affected property owner is the owner of Buffalo Crossing. The owner of Buffalo Crossing has no concerns with the proposed zoning or with fitting in Mr. Mukadam's development plans into Buffalo Crossing. There was no other testimony.

Chairperson Dan Brooks closed the public hearing. Greg McCall made a motion to recommend approval and adoption of the findings of the 10 review criteria. The motion was seconded by David Goss and approved on a 5-0 vote.

## ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1044 as recommended by the Zoning Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1044; 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

The City Council shall consider the findings of the 10 review criteria as recommended by the Zoning Commission prior to making decision on Zone Change 1044:

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, goodwill, and social interaction.
- Implementation of the Infill Policy is important to encourage the development of underutilized properties.

The proposed zoning would allow an existing vacant county property to be sold and incorporated into the Buffalo Crossing subdivision plan. This in-holding was not acquired by the developer of Buffalo Crossing. The prospective owner, Taj Mukadam, is working with the owner of Buffalo Crossing to ensure the compatibility of both developments. The current concept plan adds up to 18 dwelling units on this one-acre parcel.

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 27-300 (BMCC) for Mixed Residential zones as well as landscaping (27-1200). New buildings would be required to meet city Building Codes and Engineering standards as well. A multi-unit development on an undivided parcel will require a master site plan review. This is an administrative review similar to a subdivision.

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 NX2 zoning would allow the vacant property to be developed with compatible uses to the already approved Buffalo Crossing neighborhood. Developed land will increase property values. Vacant land tends to add unpredictability to the area. It is not likely that the current zoning would result in the placement of a residential home on the property. The state and city would require annexation to provide water and sewer to any new dwelling(s).

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. The owner will need to coordinate any changes to the existing traffic analysis done for Buffalo Crossing.

**Water and Sewer:** The City will provide water and sewer to the property. An annexation agreement will outline the city and developer's responsibilities.

**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 development is not large enough to trigger the requirement to provide on-site open space. There will be walking trails within Buffalo Crossing and there will be a multi-use path on the south side of Grand Avenue.

**Fire and Police:** The subject property will be served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5) Will the new zoning provide adequate light and air?

Similar to criteria 2 and 3, the proposed zoning provides for sufficient setbacks to allow for adequate separation

between structures and adequate light and air. Any development of the property would follow the requirements of Section 27-300 (BMCC) and other city regulations for development.

6) Will the new zoning affect motorized and non-motorized transportation?

The existing property has no street frontage. The current certificate of survey provides an access easement from Buffalo Crossing to Grand Avenue. This is a high-speed arterial managed by the city and county. There is no curb, gutter or sidewalk currently along this street frontage. If the annexation and zone change are approved, the easement for direct access onto Grand Avenue will be extinguished, and new access will be along Buffalo Crossing streets. This will improve traffic management and non-motorized transportation by removing this potential conflicting access point on Grand Avenue.

7) Will the new zoning promote compatible urban growth?

The proposed zoning is compatible with the adjacent zoning and existing urban growth proposed for this area. The property to the west is outside the city limits and is agricultural land. The surrounding residential subdivisions are compatible with this proposed zoning and a 1-acre infill parcel. 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 1 acre parcel to develop with the rest of Buffalo Crossing. The adjacent zoning to the north is NX2. To the south, west and east is N3 zoning. A buffer yard will be required along the shared property lines with the adjacent lots. This does not need to be a sight-obscuring buffer but will include trees and shrubs as required.

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 Mixed Residential 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?

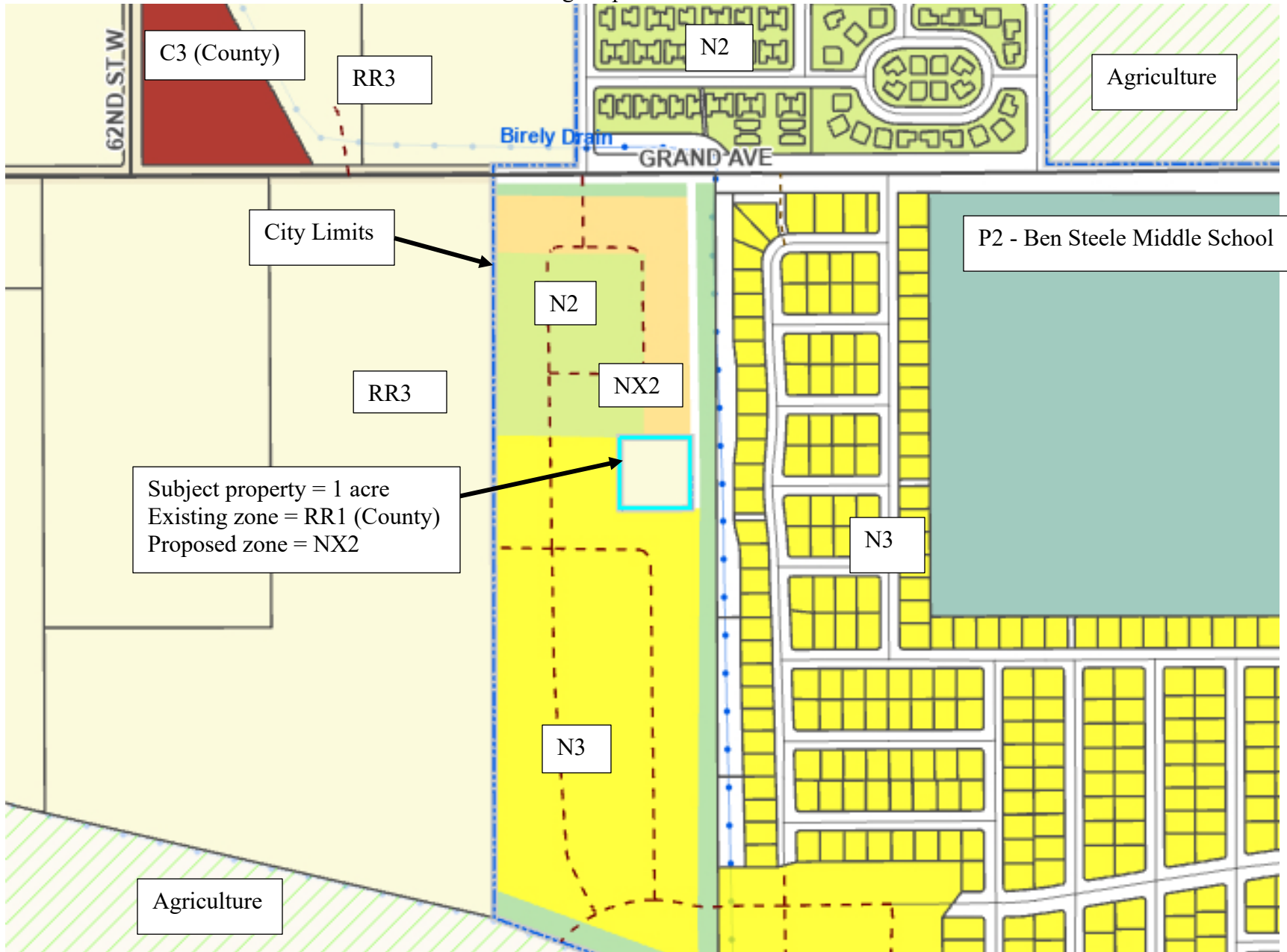
The proposed zoning will allow the incorporation of the property in the existing Buffalo Crossing, allowing infill on a vacant parcel. This also contributes to the neighborhood stability of the area. The proposed zoning and use will encourage the most appropriate use of the parcel.

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## Attachments

ZC 1044 Zoning Map and Site Photos  
ZC 1044 Chart of Zoning History  
ZC 1044 Pre app information  
ZC 1044 Application and Letter  
Ordinance ZC 1044

City Zone Change 1044 – 5900 Block Grand Ave – Buffalo Crossing  
Zoning Map and Site Photos



Subject Property





Subject Property – view south from Grand Ave



View south and east across Birely Drain to Trails West Neighborhood



View south and west across subject property



View west on Grand Avenue



View north across Grand Avenue – Foxtail Village Neighborhood



View east along Grand Avenue

Zoning History for City ZC 1044 – 5900 Grand Ave – Buffalo Crossing

| <b>SUBJECT PROPERTY</b>     | <b>Zone Change</b>   | <b>DATE</b> | <b>FOR</b>                                    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>           |
|-----------------------------|----------------------|-------------|-----------------------------------------------|-----------------------|----------------------------------|
| 5900 Grand Ave              | <b>County ZC 620</b> | 11/3/2009   | A-1 to AS                                     | Yes                   | Includes Parcels 1-4 of C/S 2735 |
| <b>SURROUNDING PROPERTY</b> | <b>Zone Change</b>   | <b>DATE</b> | <b>FOR</b>                                    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>           |
| Buffalo Crossing            | City ZC 1011         | 4/11/2022   | RR3 to MX2, N2, N3 and Public 1 (PND process) | Yes                   |                                  |
| Trails West                 | City ZC 847          | 10/14/2008  | R96 to R60-R                                  | Yes                   | Current zone = N3                |
| Foxtail Village             | City ZC 729          | 5/10/2004   | A-1 to R70 and R96                            | Yes                   | Current zone = N2 and N3         |
| Foxtail Village             | City ZC 774          | 4/10/2006   | R96 to R70                                    | Yes                   | Current zone = N2                |
| Foxtail Village             | City ZC 764          | 8/22/2005   | R96 & R70 to R60                              | No                    | Withdrawn                        |

CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: RR-1 RURAL RESIDENTIAL

2. Written description of the Zone Change Plan including existing and proposed new zoning:

THE EXISTING ZONING IS RURAL RESIDENTIAL (RR-1) AND THE PROPOSED ZONING FOR THE PROPERTY IS NX-2

3. Legal Description of Property:

TRACT 4.B OF CERTIFICATE OF SURVEY NO 2735

4. Neighborhood Task Force Area: (Yes) // No. If Yes, Name of Task Force

WEST END TASK FORCE

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application - ATTACHED

6. A brief synopsis of the meeting results including any written minutes or audio recording. please attach to on line application - ATTACHED

7. The undersigned affirm the following:

- 1) The pre-application neighborhood meeting was held on the 20<sup>th</sup>, day of JAN, 2024.
- 2) The zone change application is based on materials presented at the meeting.

Owner (s):

George Jurovich Telephone: 406-652-1121

Address:

3647 DONNA DR Billings MT 59102 Email: gjurovich@Bresnan.net

Agent (s):

Taj Mukadam Telephone: 406 647 2353

Address:

6214 IRONWOOD DR Billings MT 59106 Email: tajmukadam@gmail.com

Complete this form and upload to your on-line Zone Change application

Pre Application Neighborhood Zone Change Meeting - Buffalo Crossing Infill

|    | Name        | Address             | Phone        |
|----|-------------|---------------------|--------------|
| 1  | Howard Holz | 1120 Blackberry Way | 406 534 4340 |
| 2  | Carol Holz  | Billings 59106      | L            |
| 3  |             |                     |              |
| 4  |             |                     |              |
| 5  |             |                     |              |
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| 13 |             |                     |              |
| 14 |             |                     |              |
| 15 |             |                     |              |

Pre-Application Meeting for Tract 4B COS 2735 Held on Jan 20<sup>th</sup>, 2024 at 11 am outside Ben Steele Middle School.

- Question 1: How was the proposed density of the development selected?
  - Answer 1: The density was selected based on a value determination of potential developments and also considered the adjacent zoning of NX-2 and the ability to subdivide the property for single family residential.
- Question 2: Is there a density requirement for this property?
  - Answer 2: No, larger parcels or those on arterials have requirements for density or different zoning but this parcel did not.
- Question 3: What direction would the garages point?
  - Answer 3: The preliminary sketch of the property was shown to the attendees of the meeting to show that garages are tentatively pointed north/south on the property specific to units nearest Trails West (location attendees lived).
- Question 4: Where is the park area that was discussed in the past shown on the maps?
  - Answer 4: The park area that was zoned as part of Buffalo Crossing Subdivision was pointed out to the attendees on maps.
- Question 5: What is the purpose of this meeting, because isn't this a County parcel?
  - Answer 5: The prospective purchaser is pursuing annexation and zoning of the property to develop it as part of the City of Billings.
- Question 6: Is the plan to own or rent the units?
  - Answer 6: The plan currently is to own. It was explained as part of that answer that this is only for annexation and zoning, so that decision is not completely made for a significant amount of time into the future though.

CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # 1044 Project # PZX-24-00044

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning RURAL RESIDENTIAL (RR-1)

Proposed Zoning: NX-2

PARCEL TAX ID# D11914 CITY ELECTION WARD N/A

Legal Description of Property: TRACT 4-B OF CERTIFICATE OF SURVEY 2735

Address or General Location (If unknown, contact City Engineering): 60<sup>th</sup> STREET W/ GRAND AVE

Size of Parcel (Area square feet or acres): 1.00 ACRE

Present Land-Use: VACANT

Proposed Land-Use: RESIDENTIAL SUBDIVISION

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s) George H Jurovich  
(Record Owner)

3647 DONNA DR Billings MT 59602  
(Address)

(Phone Number) (email)

Agent(s): Taj Mukadam  
(Name)

6214 IRONWOOD DR Billings MT 59106  
(Address)

4066472353 taj.mukadam@gmail.com  
(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: George H. Jurovich Date: 1-29-24  
(Record Owner - Digital Signature Allowed)

January 26, 2024

To Whom It May Concern

Re: Proposed Zone Change

The purpose of this letter is to explain how the proposed zone change and annexation for Tract 4-B of Certificate of Survey No 2735 is consistent with the City of Billings Growth Policy and how it meets the statutory guidelines, and how it fits within the existing or planned developments.

The proposed zone change for this parcel is NX-2. The intended request matches the current zoning of the property located directly North of the subject property. Currently, the subject property is surrounded by property in the City of Billings creating a "County Island" (See Exhibit 1). Therefore, the current zoning of the undeveloped property no longer makes sense.

To utilize this property properly with the new zoning, an agreement with the neighboring property owner has been developed to allow for access of the nearby public utilities. (See Exhibit 2)

The use of the property will then match the use of the parcel to the North.

I believe that this proposed zone change meets the following 10 review criteria:

- (1) The new zoning is designed in accordance with the growth policy.
- (2) The new zoning is designed to secure from fire and other dangers.
- (3) The new zoning will promote public health, public safety and general welfare.
- (4) The new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.
- (5) The new zoning will provide adequate light and air.
- (6) The new zoning will affect motorized and nonmotorized transportation.
- (7) The new zoning will promote compatible urban growth.
- (8) The new zoning considers the character of the district and the peculiar suitability of the property for particular uses.
- (9) The new zoning will conserve the value of buildings; and
- (10) The new zoning will encourage the most appropriate use of land throughout the City of Billings.

I hope that after your review you agree with my findings.

Regards,

A handwritten signature in blue ink, appearing to be 'Taj Mukadam', written in a cursive style.

Taj Mukadam  
406.647.2353  
[tajmukadam@gmail.com](mailto:tajmukadam@gmail.com)

Encl.: Exhibit 1, 2.

ORDINANCE 24-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION for C/S 2735,  
Parcel 4B, Amd, 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.** C/S 2735, Parcel 4B, Amd, is presently zoned **Rural Residential 1 (RR1)**, a county zone district, 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 **C/S 2735, Parcel 4B, Amd**, is hereby changed from **Rural Residential 1 (RR1)**, to **Mixed Residential 2 (NX2)**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Mixed Residential 2 (NX2)**, as set out in the Billings, Montana City Code.

**Section 4. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law; or upon effective date of Resolution 24-\_\_\_\_\_ approving the annexation of the above territory, whichever is later.

**Section 5. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 6. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25<sup>th</sup> day of March, 2024.

PASSED, ADOPTED and APPROVED on second reading this 8<sup>th</sup> day of April, 2024.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk  
Zone Change 1044 – 5900 Grand Ave

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Annexation Agreement with George Jurovich  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** NA

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**RECOMMENDATION**

Staff recommends that the City Council approve the Annexation Agreement with George Jurovich.

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

City Council will consider annexation of Certificate of Survey 2735, Tract 4B. The property proposed to be annexed is located south of Grand Avenue west of the Birely Drain and is solely surrounded by Buffalo Crossing Subdivision. The developer desires to develop the property as a residential development. Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development including access to the site, construction of water and sanitary sewer, and storm drain. The Annexation Agreement provides for City-required off-site improvements should the property be annexed and developed without a subdivision plat. The Annexation Agreement for this Council action generally includes the following conditions or improvements:

- Requirement for access to an internal street within Buffalo Crossing Subdivision;
- Requirement for water and sanitary sewer services from internal street within Buffalo Crossing Subdivision;
- Requirement for participation in a future pedestrian bridge over the Birely Drain; and
- Requirement to vacate existing access easement to Grand Avenue.

**ALTERNATIVES**

City Council may:

- If the annexation is approved, then approve the Annexation Agreement with the property owner; or
- Not approve the Annexation Agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

**FISCAL EFFECTS**

There are several requirements of the Annexation Agreement that would not be required upon site development. Section 1 requires vacation of an existing access easement to Grand Avenue. Section 7 requires participation in the construction of a pedestrian bridge over the Birely Drain.

The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

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**Attachments**

Annexation Agreement

Return to:  
Performance Engineering, Inc.  
608 N. 29<sup>th</sup> Street  
Billings, MT 59101

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between *Brown Builders, LLC, 745 South 56<sup>th</sup> Street West, Billings, Montana, 59106* hereinafter referred to as “DEVELOPER,” and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the “CITY.” DEVELOPER and CITY are sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties.”

**WHEREAS**, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

*Tract 2 of Certificate of Survey No. 3844 situated in the NW ¼ of Section 10, T.1S., R.25E., Yellowstone County, Montana.* Above referenced property is hereinafter referred to as “Developer Tract”.

**WHEREAS**, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

**WHEREAS**, DEVELOPER desires to annex Developer Tract to the City; and

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution No. \_\_\_\_\_ for the Developer Tract contingent upon an Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. Roads and Access. The Developer Tract will be accessed by way of Central Avenue, a public street. Access will be determined by the CITY based on the development plans.
2. Sanitary Sewer. The Developer Tract will be served by extending an existing 10-inch sanitary sewer main that connects to the 30-inch sanitary sewer main constructed along the Monad Drain south of the Developer Tract. DEVELOPER shall extend the 10-inch sanitary sewer main to Central Avenue.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. Water. The Developer Tract will be served by extending a 16-inch water main in Central Avenue. DEVELOPER shall be responsible to construct a 16-inch water main in Central Avenue along the frontage of the Developer Tract. If requested by DEVELOPER, City staff will forward a Compensation Agreement to City Council for approval of oversizing of the water main in accordance with the City's Rules and Regulations Governing Water and Wastewater Service.

DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.

4. Storm Drain. The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018). DEVELOPER will be allowed to discharge stormwater into the Monad Drain.
5. Right-of-Way. Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. DEVELOPER shall dedicate a 60-foot half right-of-way along Central Avenue.
6. Street Improvements. DEVELOPER will be required at the time of development to submit a traffic study. The traffic study will determine improvements to Central Avenue that will be required at the time of development. For all future improvements to Central Avenue, the CITY will assess property owners within the development for their share of the cost of the improvements. Future Subdivision Improvement Agreements for the Developer Tract shall reflect this condition.

7. Multi-use Trail. A 10-foot wide multi-use trail *will* be required to be constructed along the Central Avenue frontage of Developer Tract at the expense of the DEVELOPER.

DEVELOPER shall be responsible for the maintenance and replacement of the sidewalk and/or trail after construction.

8. Future Intersection Contributions. A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER and shall be prepared by a Professional Traffic Operations Engineer (PTOE).
9. Public Improvements. Should the CITY perform improvements listed in the Agreement or not listed in the Agreement benefitting the Developer Tracts, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the CITY may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer Tracts can be included in a Special Improvements District for improvements identified in the Annexation Agreement regardless of location of individual properties in relation to the improvements.
10. Compliance. Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
11. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. Attorney's Fees. In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
  
13. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

“DEVELOPER”

Brown Builders, LLC

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

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

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 \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of Brown Builders, LLC, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

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

Printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

This Agreement is hereby approved and accepted by 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 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: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**WAIVER OF RIGHT TO PROTEST**

**FOR VALUABLE CONSIDERATION**, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

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

*Tract 2 of Certificate of Survey No. 3844 situated in the NW 1/4 of Section 10, T.1S., R.25E., Yellowstone County, Montana, of which plat is on file and recorded at the Yellowstone County Clerk and Recorder's Office.*

“DEVELOPER”

Brown Builders, LLC

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

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 \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of Brown Builders, LLC and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

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

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 24-01  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** PZX-24-00051

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**RECOMMENDATION**

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward IV.

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

Taj Mukadam on behalf of George Jurovich submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Grand Avenue and east of 80th Street West. The land being annexed is described as being Parcel 4B of Certificate of Survey No. 2735, Recorded February 2nd, 2010, under document No. 3539423 on file and of record in the office of the Yellowstone County Clerk and Recorder. Said annexation contains 1.000 acres gross and net, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward IV. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting. Upon Approval, the second reading will occur April 8, 2024.

**ALTERNATIVES**

City Council may:

- Approve adding the subject property to Ward IV, or;
- Disapprove adding the subject property to Ward IV. Disapproval will not modify the boundary of Ward IV and will create a problem where property inside the City Limits is not within a City Ward.

**FISCAL EFFECTS**

This application has no impact on the Planning Division Budget.

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**Attachments**

Ward Boundary Ordinance 24-01

**ORDINANCE NO. 24-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD IV PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:**

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward IV the following described real property:

A parcel of Land situated in the NE 1/4 of Section 5, T.1S., R.25E. Yellowstone County, Montana, more particularly described as follows: Parcel 4B of Certificate of Survey No. 2735, Recorded February 2nd, 2010, under document No. 3539423 on file and of record in the office of the Yellowstone County Clerk and Recorder.

Said annexation contains 1.000 acres gross and net, more or less.

(# 24-01) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 24-\_\_\_\_\_ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 25<sup>th</sup> day of March, 2024.

PASSED by the City Council on the second reading this 8<sup>th</sup> day of April, 2024.

THE CITY OF BILLINGS:

\_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK

(#24-01)



**City Council Regular**

**Date:** 03/25/2024  
**Title:** Annexation 24-02, Resolution to Annex Tract 2 of C/S 3844  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00054

**RECOMMENDATION**

Staff recommends the City Council hold a public hearing on the annexation. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

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

Craig Dalton of Performance Engineering, on behalf of Todd Brown, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Central Avenue and east of South 48th Street West. The land being annexed is described as being Parcels of Land situated in the NW 1/4 of Section 10, T.1S., R.25E., Yellowstone County, Montana, more particularly described as follows: Tract 2 of Certificate of Survey No. 3844, filed July 14th, 2023, under Document No. 4051600 on file and of record in the office of the Yellowstone County Clerk and Recorder. Including all adjacent Right-Of-Way of Central Avenue. Said annexation containing 50.333 gross acres more or less.

The property is zoned Agriculture (A). This is not a zoning district recognized by the City. This parcel is currently undergoing Zone Change 1045 (PZX-24-00053) to Corridor Mixed Use 1 (CMU1), Neighborhood Mixed Use (NMU), Mixed Residential 1 (NX1), Mixed Residential 2 (NX2), Mid-Century Neighborhood (N2) and Public 1 (P1) in order to bring the parcel into compliance for this annexation.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within Zone 1 or Zone 3 of the Limits of Annexation Map.
2. The City must be able provide adequate city services at a cost acceptable to the City within a time period mutually agreed to by the property owners requesting annexation and the City as stipulated in the Annexation Agreement.
3. Existing or proposed public improvements within the area to be annexed must meet City standards, as stipulated in the Annexation Agreement.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts. This waiver is included in the Annexation Agreement and is good in perpetuity.
5. All residential property owners within the area to be annexed must create or join an existing park maintenance district.
6. Residential densities planned for development within the area to be annexed must meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents. The zone change would allow 250+ units of mixed use future development on this property.
7. The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy:
  - **Strong Neighborhoods**
    - Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
    - Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction
    - Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale streetlights, street trees and walkable access to public spaces
    - Neighborhoods that are safe and attractive and provide essential services are much desired
    - Implementation of the Infill Policy is important to encourage development of underutilized properties
  - **Home Base**
    - A mix of housing types that meet the needs of a diverse population is important
    - The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development

- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
- Public safety and emergency service response are critical to the well-being of Billings' residents
- Homes that are safe and sound support a healthy community

**Departmental Response:** City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below:

- Water and Sanitary Sewer: Public water and sanitary sewer service is available to the property proposed for annexation. The Developer will be responsible for the extension of the sanitary sewer main and a water main in Central Avenue along the frontage of the above-described property.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The Developer Tract will be accessed from Central Avenue. The Public Right-of-way along Central Avenue will be dedicated to the City of Billings.
- Fire Stations: The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. As this and additional annexations are built out, additional fire department resources will be needed to meet and maintain our high level of service due to the increased call volume and burden on our department these annexations create. The nearest fire station is Station #7, located at 1501 54th St West, approximately 2.10 road miles or 4 minutes driving time to the subject property.
- Parks: No Parkland or Trails will be required as part of this annexation, however zone changes do include land specifically zoned for Parks. Centennial Park is approximately 1.65 miles east of parcel as a partially developed community park to the area.
- School facilities: School District #2 comments that Big Sky Elementary, Ben Steele Middle, and West High School would serve the annexed area. All three schools are listed as being near or over capacity.

**General City Services:** These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property.

- Transit: The annexed area is not directly serviced by a MET Route. The nearest route, currently operates through the intersection of Shiloh Rd and Central Ave, which is the nearest accessible point to the property. This intersection is approximately .68 miles from the proposed annexation location via roadway. Future residents may be eligible for MET Plus Paratransit service from the site.
- Police: This proposed development is adjacent to established city limits and will not require an adjustment in schedules or staffing at this time. There is sufficient ingress/egress to the area. The Police Department is concerned Continued annexation and development without commensurate resources has affected their ability to deliver service.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated. These decisions have a cumulative affect, therefore, City Council is being provided with a recommendation of approval.

## STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City

Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

#### **ALTERNATIVES**

The City Council may

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and ward boundary ordinance. On February 1, 2024, the annexation petition was submitted to the Planning Division by the owner's agent. On March 25, 2024, the City Council is scheduled to take action on the petition.

#### **FISCAL EFFECTS**

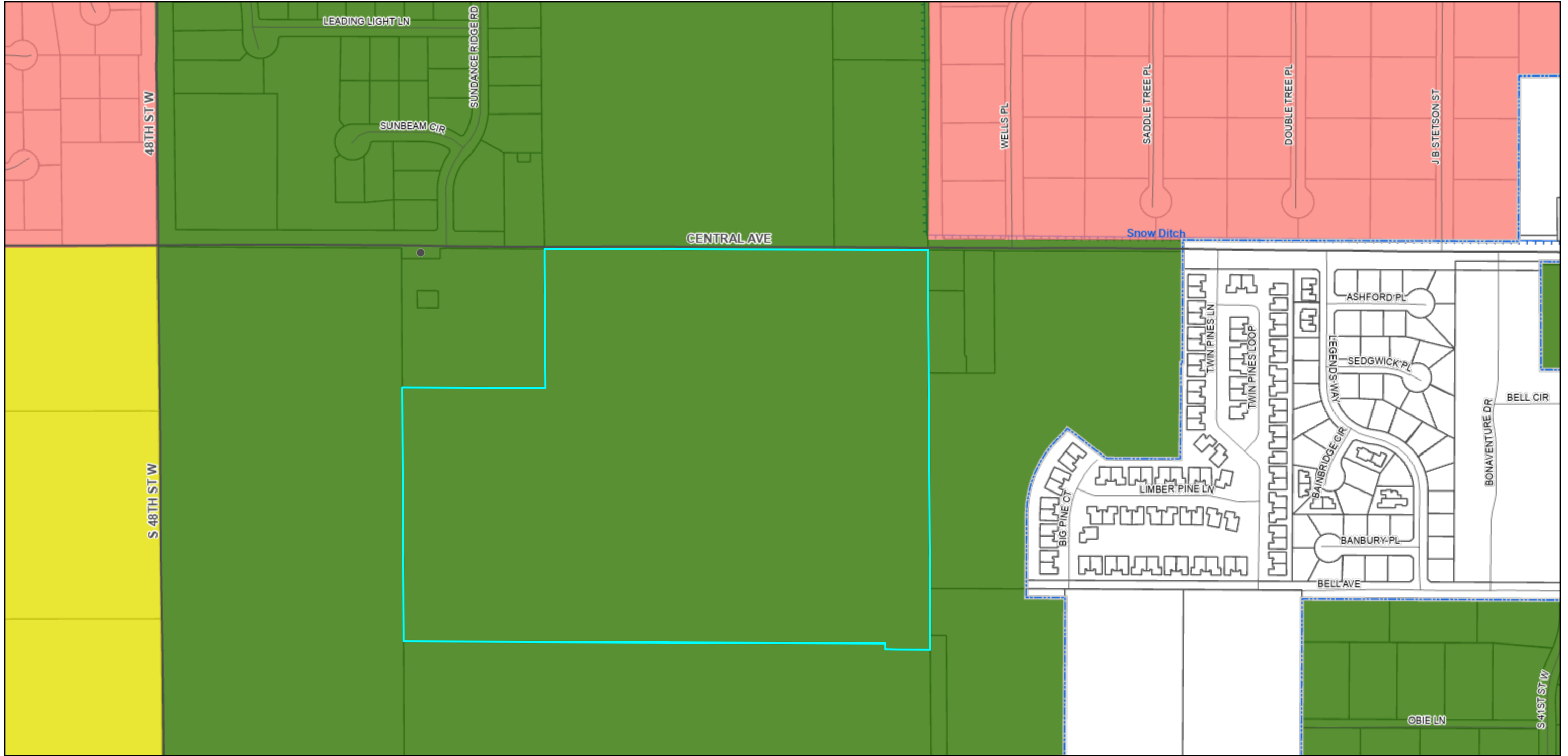
This application has no impact on the Planning Division Budget.

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#### **Attachments**

Limits of Annexation  
Annexation 24-02 Resolution

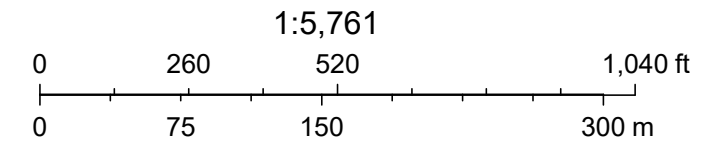
# Limits of Annexation 24-02



3/4/2024, 11:27:47 AM

Limits of Annexation

- |                                                                                                                                                          |                      |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------|
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #4CAF50; border: 1px solid black;"></span> Zone 1 Petition Area         | Canal or Ditch       | ARTERIAL |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFEB3B; border: 1px solid black;"></span> Zone 2 Long Range Area       | Tax Parcels          | STREET   |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #FF8A65; border: 1px solid black;"></span> Zone 3 County Developed Area | Billings City Limits |          |



**RESOLUTION 24-\_\_\_\_\_**

**A RESOLUTION APPROVING PETITION FOR ANNEXATION  
AND ANNEXING TERRITORY TO THE CITY.**

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Parcels of Land situated in the NW 1/4 of Section 10, T.1S., R.25E., Yellowstone County, Montana, more particularly described as follows:

Tract 2 of Certificate of Survey No. 3844, filed July 14th, 2023, under Document No. 4051600 on file and of record in the office of the Yellowstone County Clerk and Recorder.

Including all adjacent Right-Of-Way of Central Avenue.

Said annexation containing 50.333 gross acres more or less.

(# 24-02) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Within 45 working days and prior to site development, a mutually acceptable Annexation Agreement shall be executed between the owner(s) and the City that shall stipulate, among other things, specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the creation of special improvement districts which will be recorded with the Yellowstone County Clerk and Recorder.

If the above conditions are not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

3. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.
4. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 25<sup>th</sup> day of March, 2024.

CITY OF BILLINGS:

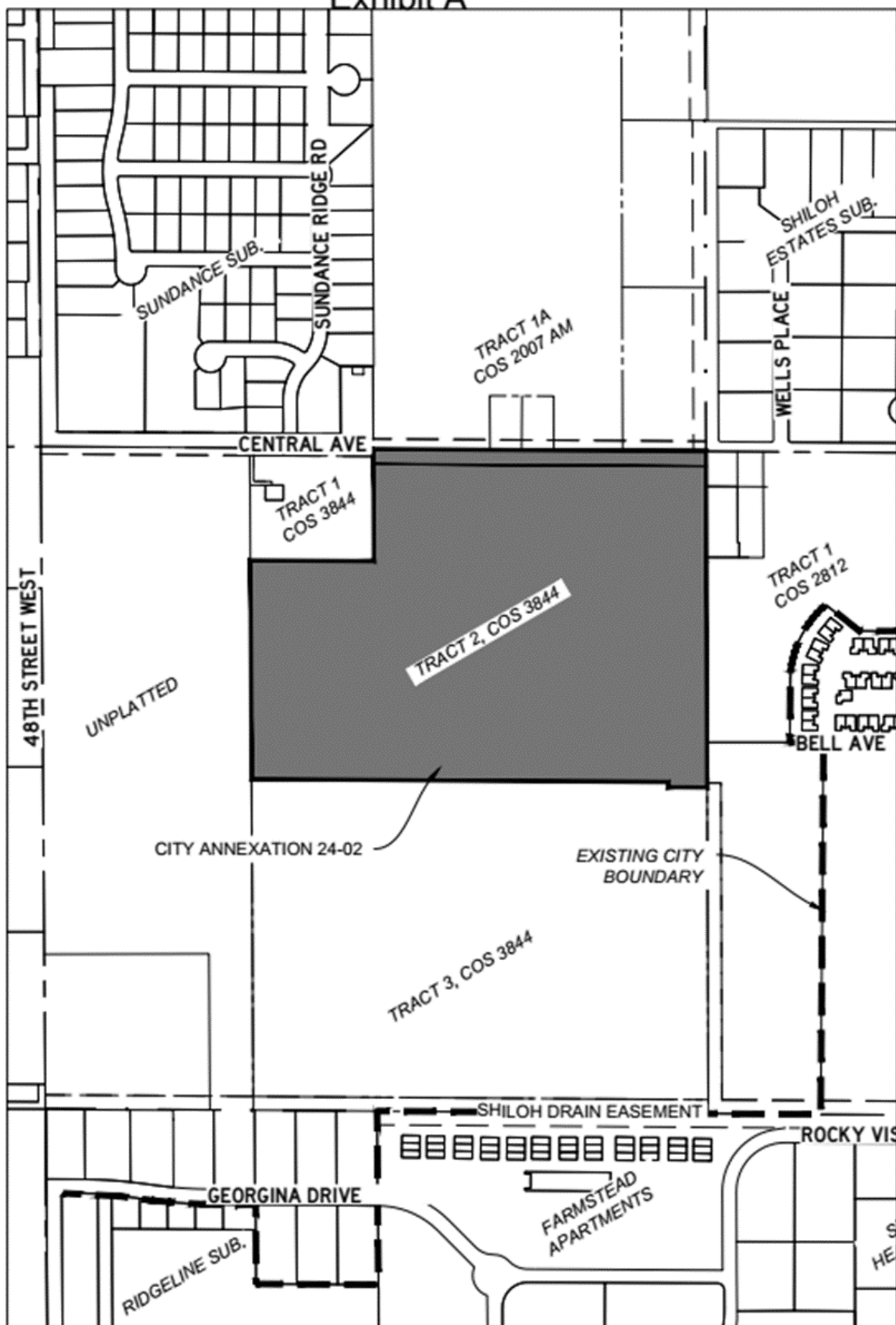
BY: \_\_\_\_\_  
William A. Cole, Mayor

ATTEST:

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

(Annexation 24-02)

Exhibit A



**Zoning Commission**

**Date:** 03/25/2024  
**Title:** Zone Change 1045 - 4524 Central Ave. - Proposed Clearwater Neighborhood - Joint Hearing for Zone Change and Annexation  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00053

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**RECOMMENDATION**

The City Zoning Commission recommends approval and adoption of the findings of the 10 review criteria for Zone Change 1045.

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

This is a zone change request using the Planned Neighborhood Development zone change process for a proposed annexation of a 48.49-acre parcel located south of Central Avenue and west of the Twin Pines and Legends West urban neighborhoods. The proposed Mixed Use PND will include 6.9 acres of Corridor Mixed Use 1 (CMU1) on the Central Ave frontage, less than 1-acre of Neighborhood Mixed Use (NMU) also on the Central Ave frontage, 21.9 acres of Mixed Residential 1 (NX1), 6.7 acres of Mixed Residential 2 (NX2), 10.4 acres of Mid-Century Neighborhood (N2) and 1.4 acres of Public 1 (P1). The PND process is a tool to help guide the coordination of annexation, subdivisions, and master planning for new city neighborhoods. The previous zoning code (pre-2021) allowed urban-type zoning districts in both the city and the county. In many cases, developers were "pre-zoning" parcels in the county prior to annexation. The PND process allows developers to process all the zoning with the City Council, phase the annexation of the property (if necessary), and coordinate both of these processes with subdivision or master site plan review. The new tool applies a level of certainty to all stakeholders, including the surrounding property owners.

This zone change is for a Mixed Use PND and includes two types of mixed residential zoning (NX1 and NX2), and N2 zoned area adjacent to the County zoning on the west boundary. The Corridor Mixed Use and Neighborhood Mixed Use are along the Central Avenue frontage in proximity to the 44th St W (collector) street intersection planned for this area. The applicant also has an option to purchase another 50+ acres south of the subject parcel. This may also be annexed and zone changed through the PND process. Bell Avenue will be the street that runs along the south boundary of the subject property. The Public zone area is in the southeast corner on both sides of the proposed Bell Avenue.

The zoning plan for the property shows a grid layout that is conducive to the proposed blocks and provides for a wide variety of housing choices on the subject property including single family dwellings, two-family, 3-8 unit apartment buildings (or condos) as well as mixed uses that can provide neighborhood services to the area. The layout meets the requirements of Section 27-800 for Planned Neighborhood Development zone change applications including the required mix of zone districts, blocks, percent open space and recommendations for district placements. The street layout includes connections to adjacent property to ensure connectivity between developments as they occur. The Central Avenue frontage will have a multi-use path required as part of the subdivision and annexation agreement. While this section may be discontinuous to adjacent property outside the city limits, eventually these parcels will annex to the city and the path can be completed.

This area of Billings has experienced a great deal of growth and development in the past decade. This includes three Planned Development zones, customized zoning for specific parcels, that include mixed uses, residential development and medical facilities. Housing demand has reached a high level while supply of all types of housing choices has not kept up with the demand. At least two decades ago, local planning and growth policy documents indicated a need for independent living units for aging residents who want to "downsize" from a maintenance heavy single family dwelling on a large lot to unit ownership or townhomes as well as rental apartments. The 2010 Census indicated Billings, like many other urban areas, saw a reduction in average household size to 2.3 persons. The 2020 Census saw a slight increase to 2.8 persons per household, with 17.5% of the city population over the age of 65. Smaller households, aging residents and the higher costs of all housing has driven the demand for apartments, townhomes, and smaller multi-family products. Developers have made robust investments in multi-family dwelling choices in Lenhardt Square already including the InterUrban and Interpointe Apartments, and the KWO Apartments. A new multi-family project is underway for the northern piece of Lenhardt Square. Several other multi-family developments have come on-line in the last 15 years around King Avenue West and Shiloh Road including Long

Beach Apartments, Affinity at Billings (age restricted), and Hoop Dreams Apartments and condominiums. Apartments, townhomes and unit ownership housing choices are still in high demand in Billings especially in areas close to shopping, schools and recreational opportunities. The Ridgeline Subdivision and PND zoning was approved last year and will include areas for mixed residential and two-family townhomes as well as a small commercial node at King Ave West and 48th St West. The Vista West PND zone change approved in 2023, and includes a mix of housing choices. Development of the parcel will start in 2024.

There are challenges to an area of urban development that is on the edge of the city limits. These challenges include ensuring there are transitions between adjacent county property and uses and the new urban neighborhoods and uses. This is not meant to ensure similarity or homogenous development patterns between the city and county, but the development plan includes buffering, connectivity where and when needed, and recognition of similar goals for both types of property. The 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan goals and policies support the proposed Mixed Residential PND zoning for different housing types. The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The proposed zone change supports these goals. The 2016 Billings Growth Policy supports a broad range of housing choices, encourages more walkable neighborhoods with connectivity to other transportation options, and building the community fabric through urban-designed public spaces. The proposed zone change supports these goals as well.

## **STAKEHOLDERS**

The applicant conducted a pre-application neighborhood meeting on January 24, 2024, at Grace Montessori Academy, 4809 Grand Avenue. Twenty-seven people attended the meeting, not including the applicants. The required notification area for all new PND zone changes is 1/4-mile from the property boundary. In this case, over 180 individual property owners and interested parties were notified of the pending zoning application. The summary of the meeting is included in the attachments. In general, the questions from the surrounding owners included interest in the number of new dwelling units. The applicants estimated at the time of the pre-application meeting about 250 units (5+ units per acre) might be built. Attendees asked about the traffic impacts and access to surrounding existing streets. The agents stated they have a contract to do a full traffic impact study based on the proposed zoning if it is approved. Questions were asked regarding building height and whether homes outside the city limits would be forced to annex when water and sewer is installed. The CMU zone allows for up to 4 stories, while the other zone districts are 2 or 2.5 stories. The city will not force anyone to annex unless the property requests or is required to use city water or sewer. Annexation is required before these city services can be provided.

Planning staff did not receive any written comments or phone calls from the surrounding owners prior to preparing this staff report and recommendation. City staff and departments had no negative comments on the proposed annexation and zoning plan. One letter of comment was received by the Zoning Commission on March 4, 2024. This is attached to this report.

### **City Zoning Commission hearing March 5, 2024**

The Zoning Commission held its public hearing and received the staff report and recommendation for approval of Zone Change 1045. The applicant's agent, Craig Dalton of Performance Engineering, provided testimony in favor of the application. He stated the property is currently surrounded by county land and the owner originally intended to build a residential subdivision in the County. As part of the preliminary review of that plan, planning staff encouraged the owner to look at the feasibility of developing within the city limits. He stated the city has identified Central Avenue as a critical corridor for connecting and sustaining the city's infrastructure investments in water, sewer and storm water management facilities. He stated the city had recently installed a 30-inch sewer main along the Monad/Rocky Vista Way corridor to the south and city water is only about 800 feet east on Central Avenue. Mr. Dalton stated the Ridgeline development to the south and west at 48th St W and King Ave W was done by the same owner working with Performance Engineering. He stated that although a full city re-build of Central Avenue is not yet in the Capital improvement plan, developments such as the Clearwater Neighborhood and Vista West to the southeast would help bring that project to the top of the list. The city does intend to enforce its access management on Central Avenue since the street is an important arterial connector. He stated there will be different traffic control at Central Avenue and 48th St W in the future such as a roundabout or signal. He stated the subdivision will have one entry that allows all turning movements, and one that will be restricted to a right in/right out turning movement. He stated that Bell Avenue as shown in the south-east corner would not connect to the current dead end of Bell Avenue unless and until the county land between the subject property and the current city limits is annexed. Mr. Dalton stated the parkland shown on the zoning master plan is just the beginning of their plan for parks in the new neighborhood. He stated it is difficult to know at the PND stage of a project where the best location in the development might be for a neighborhood park. He stated the city should consider allowing some flexibility for the placement or area of Public 1 zoning in a PND after annexation, without having to go through another zone change process. He stated the intent of the CMU1 and NMU zoning on the Central Ave frontage was to encourage the new residents to have walkable amenities and not have to drive everywhere for services. He stated the neighborhood was informed of some of those potential uses,

including a gas station or a bar. He stated the location could not support a casino since it does not have the separation distance to a neighborhood zone. He stated a bar may be possible since the neighborhood separation is only 150 feet compared to the 350 feet for a casino. He stated the commercial zoning was not likely large enough for a grocery store, but specialty services such as a bakery or coffee shop might be possible. He stated the mix of the other N and NX zones was to allow residents to choose a housing option that fits their lifestyle and also have the opportunity to stay in the neighborhood when their housing needs change.

Mr. Craig Jardine of 110 Saddletree Lane spoke in opposition. He stated his home is in the Shiloh Estate subdivision to the north of Central Avenue. He stated it does not make sense to strip out commercial development on this location on Central Avenue. He stated he would be in favor of single family development that is similar to the county subdivision to the north. He stated there is enough multifamily development already to the south of this land. Mr. Jardine stated the traffic on Central is already hard to manage during certain times of the day. He stated he does not feel left out because there isn't a coffee shop in his neighborhood because there are at least three places to get coffee within 5 minutes of his house. He stated the proposal is not a neighborhood but a subdivision. He stated he has never heard of people moving from house to house within the same subdivision. He stated Twin Pines and Legends West are the preferred development pattern with just single family homes and duplexes. He stated there is no need for more multifamily housing.

Mr. Andy Wilson of 4355 Wells Place testified against the zone change. He stated their home is right across from the new commercial zoning. He stated he does not want to live across the street from a bar or a gas station. He wanted to know why this was considered compatible with the adjacent zoning, since Shiloh Estates is all single family homes on large lots. He stated this new zoning and subdivision would devalue their property. He stated he found someone out surveying recently on Central Avenue and the work crew told him they were surveying for a new 4-lane street. He stated he would be amenable to all residential zoning and development but not commercial zoning. He stated there were already enough bars just down the street on Shiloh Road.

Laura Wilson of 4355 Wells Place testified against the zone change. She stated this is not the place for commercial zoning or uses. She stated the commercial zoning could allow 4-story buildings. She stated their primary concerns were noise, lighting and crime from commercial activity. She stated neighborhoods that have commercial development have a lot more crime. She stated there was no crime in their subdivision (Shiloh Estates). She stated if a gas station went in it would endanger all their drinking water wells, and cause more air pollution. She stated that right now there are some evenings in their backyard when all you can smell is exhaust fumes from Shiloh and Central Avenue. She stated Shiloh Rd has some very loud traffic noise at all hours of the day and night. She stated the traffic is a constant nuisance to their neighborhood. She stated single-family homes would be welcomed but not commercial uses or multifamily developments.

Mr. Dalton provided some rebuttal comments on the testimony against the zone change. He stated the city code does not allow the placement of neighborhood zone districts directly on arterial streets. He stated the owner could essentially do the same type of zoning outside the city limits, so having the development in the county and not in the city would not necessarily eliminate commercial zoning on the frontage. He stated that CMU1 would allow a 4-story building, but it is not a requirement of the zone. He stated there are challenges to building at that height. He stated that a bar is possible but not a casino at this location. He re-iterated that the owners' intent is to provide daily services close to the neighborhood, so people need not drive everywhere.

Chairperson Dan Brooks closed the public hearing. David Goss made a motion to recommend approval and adoption of the findings of the 10 review criteria for Zone Change 1045. The motion was seconded by Andy Megorden. Mr. Goss stated he understood the county neighbor's concerns about the city development across the street. He stated the one thing that was quite noticeable to him when he returned to Billings after living on the West Coast was that the city had grown out but not up. He stated a continuation of the same pattern is no longer feasible. Mr. Brooks stated he also shares the concern about getting development ahead of street improvements and not having Central Avenue as a CIP project yet. He stated this has been the way the city has paid for street improvements - by annexing and getting contributions for those improvements ahead of time, well before there is enough funding to build a safer road. Mr. McCall stated he was recusing himself from the vote and debate on this item as he is in discussions with the owner about buying and developing a portion of this new neighborhood. The Commission voted 4-0-1 to recommend approval of the zone change.

## **ALTERNATIVES**

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1045 as recommended by the Zoning Commission; or,

- Deny and adopt different findings of the ten review criteria for Zone Change 1045; 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**

The City Council shall consider the findings of the ten review criteria as recommended by the Zoning Commission before making a decision on Zone Change 1045:

1) Is the new zoning designed in accordance with the Growth Policy?

The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and the West Billings Neighborhood Plan (2001):

The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed MU-PND for the property is consistent with the following adopted Policies of Planned Growth

Goal 1: Establish Development Patterns that Use Land More Efficiently

Policy R "Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments."

The proposed zoning is compatible with goals of the West Billings Neighborhood Plan. The proposed zone change and street layout will accommodate uses that are compatible in a mixed-use environment. The proposed development will also have good access to outdoor activities and is in proximity to commercial centers and transportation options.

The proposed zone change is in line with the adopted 2016 Growth Policy goals for:

### **Strong Neighborhoods:**

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale streetlights, street trees and walkable access to public spaces
- Neighborhoods that are safe and attractive and provide essential services are much desired Implementation of the Infill Policy is important to encourage development of underutilized properties

### **Home Base:**

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings Public safety and emergency service response are critical to the well-being of Billings' residents
- Homes that are safe and sound support a healthy community

The proposed layout for the property will allow higher density housing to be located internal to the property and the dwellings adjacent to the agricultural uses to the west will be a lower density. The proposed zoning plan will have urban development adjacent to county agricultural land to the east, west and south. The property to the south may be an addition to the city in the near future if this development is successful. The layout of the parkland will provide an "entry" type park for the development when the connection is made to the existing west end of Bell Avenue. The location of the parkland on either side of the Bell Avenue right of way will lend itself to a green or a plaza (Section 27-803.B).

2) Is the new zoning designed to secure from fire and other dangers?

The zoning requires minimum setbacks, open and landscaped areas and building separations. The zoning assembly is designed to secure the development from fire and other dangers.

3) Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety will be promoted by the proposed change. Approval of the overall zoning plan will provide certainty both for the property owner and the surrounding owners. Annexation and provision of public health and safety services from the city will promote the general welfare of the area.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

**Transportation:** The applicant has started the process of developing a traffic impact study and will coordinate with the City Engineering Division. The future transportation map only includes collector streets and arterial streets. A mid-section collector street (44th St West) is intended to come south from Central Avenue. Bell Avenue will extend further west to meet this collector street in the future. Although it is not shown on the zoning plan, there is a multi-use path planned for the south side of Central Avenue. The city limits are discontinuous on Central Avenue west of Shiloh Road. The developer will likely be required through the annexation agreement to contribute to the cost of this multi-use path construction in the future.

**Water and Sewer:** The City will provide water and sewer for the property. There will be no additional impacts on the system from the proposed changes.

**Schools and Parks:** Schools and parks may be effected by the proposed zone change and development of a new city neighborhood. SD #2 did not provide any comments. At the time of subdivision, the developer will need to provide additional parkland or cash-in-lieu of parkland to meet the minimum required by subdivision regulations (11% of net area).

**Fire and Police:** The subject property will be 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?

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6) Will the new zoning effect motorized and non-motorized transportation?

Non-motorized travel -- walking and biking -- is an essential part of the traffic plan for this development. The subject property will be isolated from the co-terminus boundaries of the city limits for an undetermined amount of time. If the developer exercises the option to purchase the 50 acres to the south, a clear vehicle and pedestrian connection can be made to the urban neighborhoods of Lenhardt Square, the Vista West development and the St. Vincent's Healthcare subdivision, as well as a connection to Shiloh Road. Central Avenue is a principal arterial street. Most of the development west of Shiloh Road with access to Central Avenue is rural residential neighborhoods that are still actively used for agricultural purposes. The average daily traffic count just west of Shiloh road is less than 6,500 trips per day. The 2016 West End Multi-Modal Traffic Study (city/County) indicated long term projects for Central Avenue from Shiloh Road to 48th St West would include completion of a three-lane section (one lane each direction with a center turn lane) and a traffic control option (signal or roundabout) at 48th St W and Central Avenue. The existing conditions according to the 2016 study indicated a low level of service for traffic entering or leaving Central Avenue during peak hours between Shiloh Road and about 44th St West. The level of service is based on wait time for making safe left or right turns onto Central Avenue or off of Central Avenue. The south side of Central Avenue is on the list of arterial streets with a multi-use path on the south side of the right of way. There is no continuous city-controlled right of way on Central Avenue west of Shiloh. The developer will be required to contribute to the future construction of the multi-use path.

7) Will the new zoning will promote compatible urban growth?

The proposed overall development density is compatible with urban growth and the provision of city-level services for new residents. The proposed zone district boundaries are consistent with the urban growth in this area and will be compatible with the surrounding neighborhoods.

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. This area between Central Avenue and King Ave West is undergoing rapid urban development and growth. Demand for new housing choices, including townhomes and apartments, is increasing. Providing a wide range of housing types is suitable for this area.

9) Will the new zoning conserve the value of buildings?

The property is an undeveloped agricultural parcel. Approval of the zone change will provide certainty for surrounding landowners and may help to maintain property values of adjacent buildings.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?  
The proposed Mixed Used PND with N2, NX1, NX2, CMU1, NMU and Public 1 zoning will encourage the most appropriate use of this land in Billings.

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#### **Attachments**

ZC 1045 Zoning Map and Site Photos

ZC 1045 Zoning History

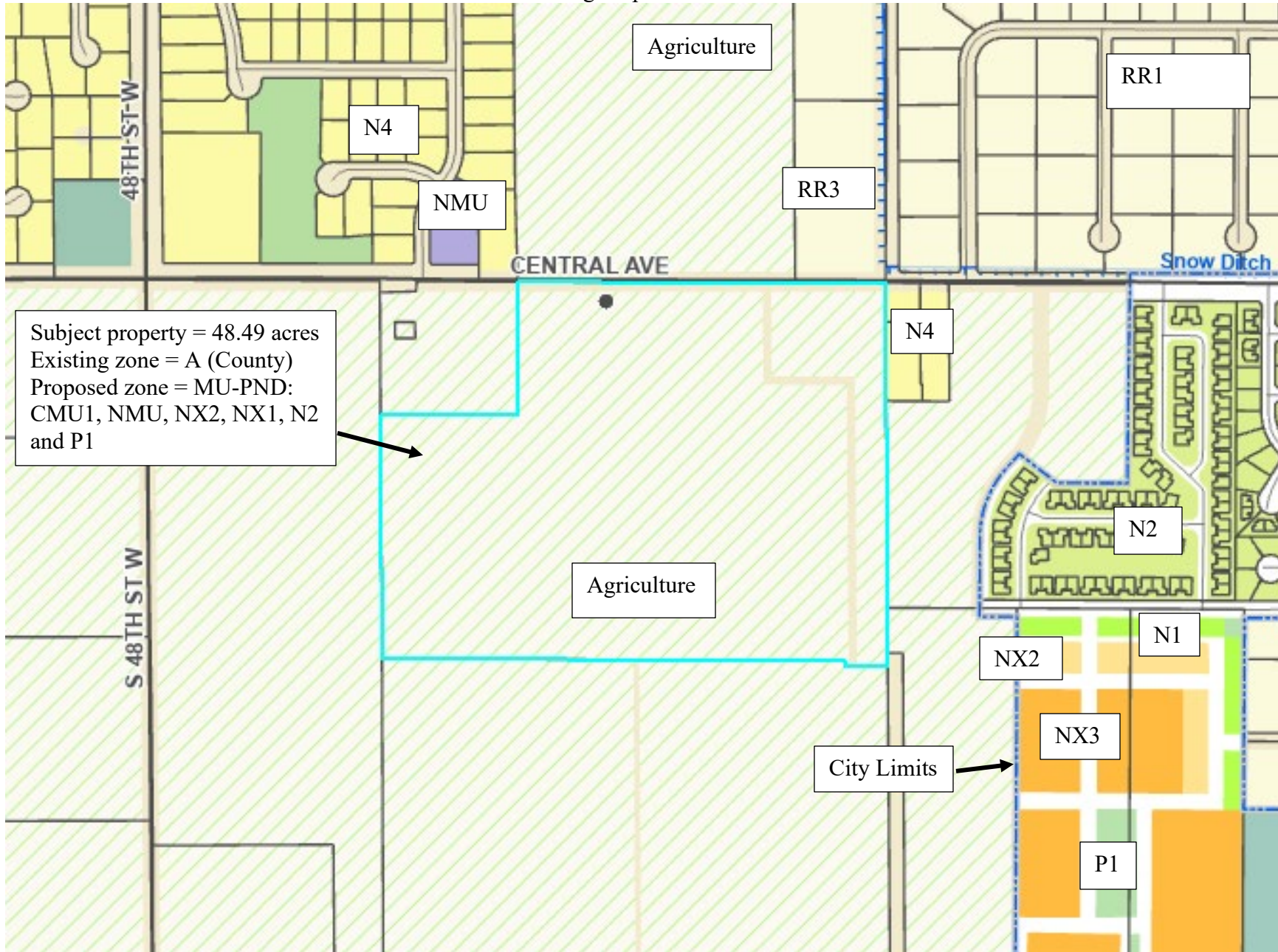
ZC 1045 Pre app information

ZC 1045 Application and Letter

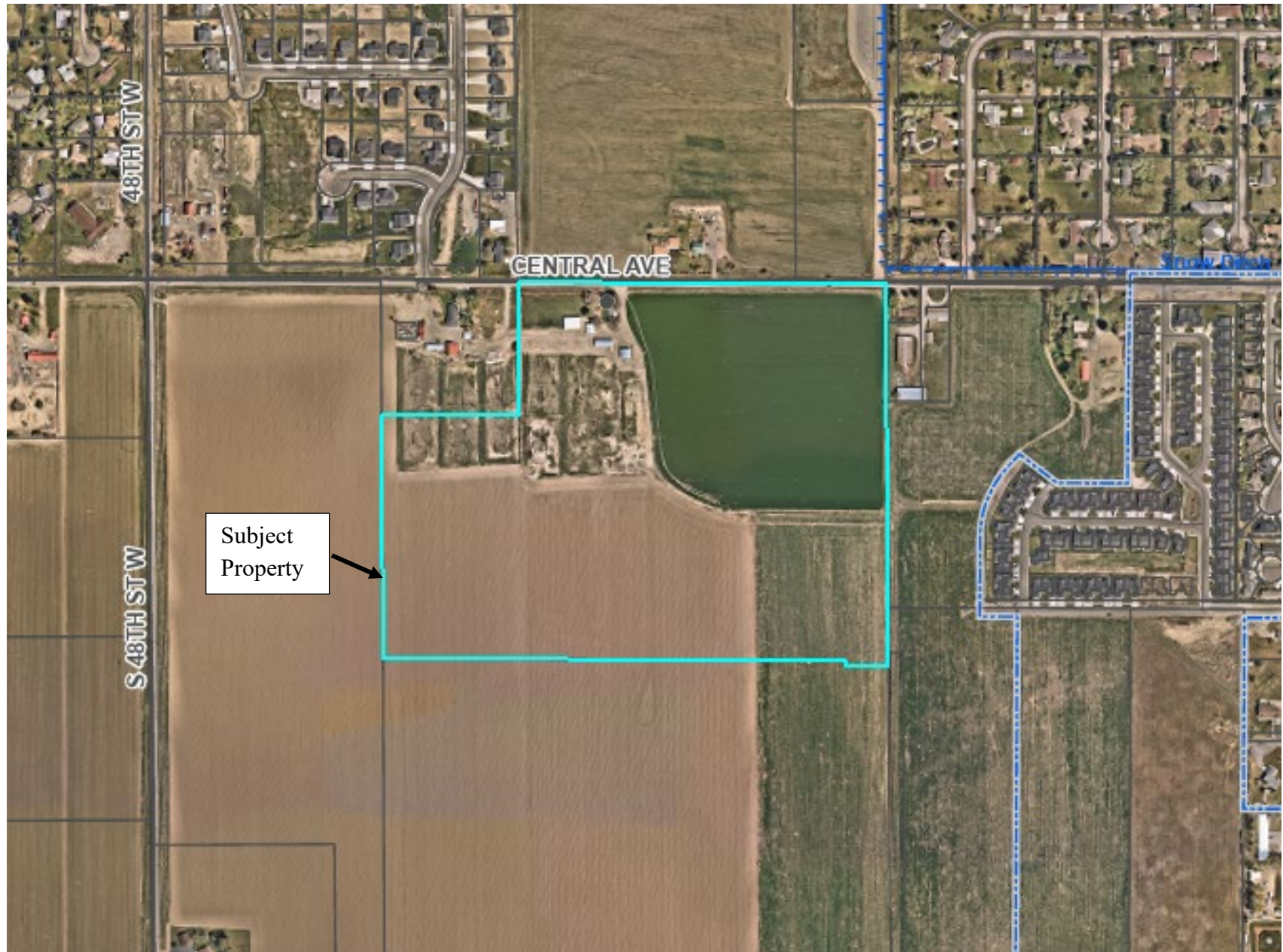
Public Comment ZC 1045

Ordinance ZC 1045

City Zone Change 1045 – 4524 Central Ave – MU-PND - Clearwater  
Zoning Map and Site Photos



Subject Property



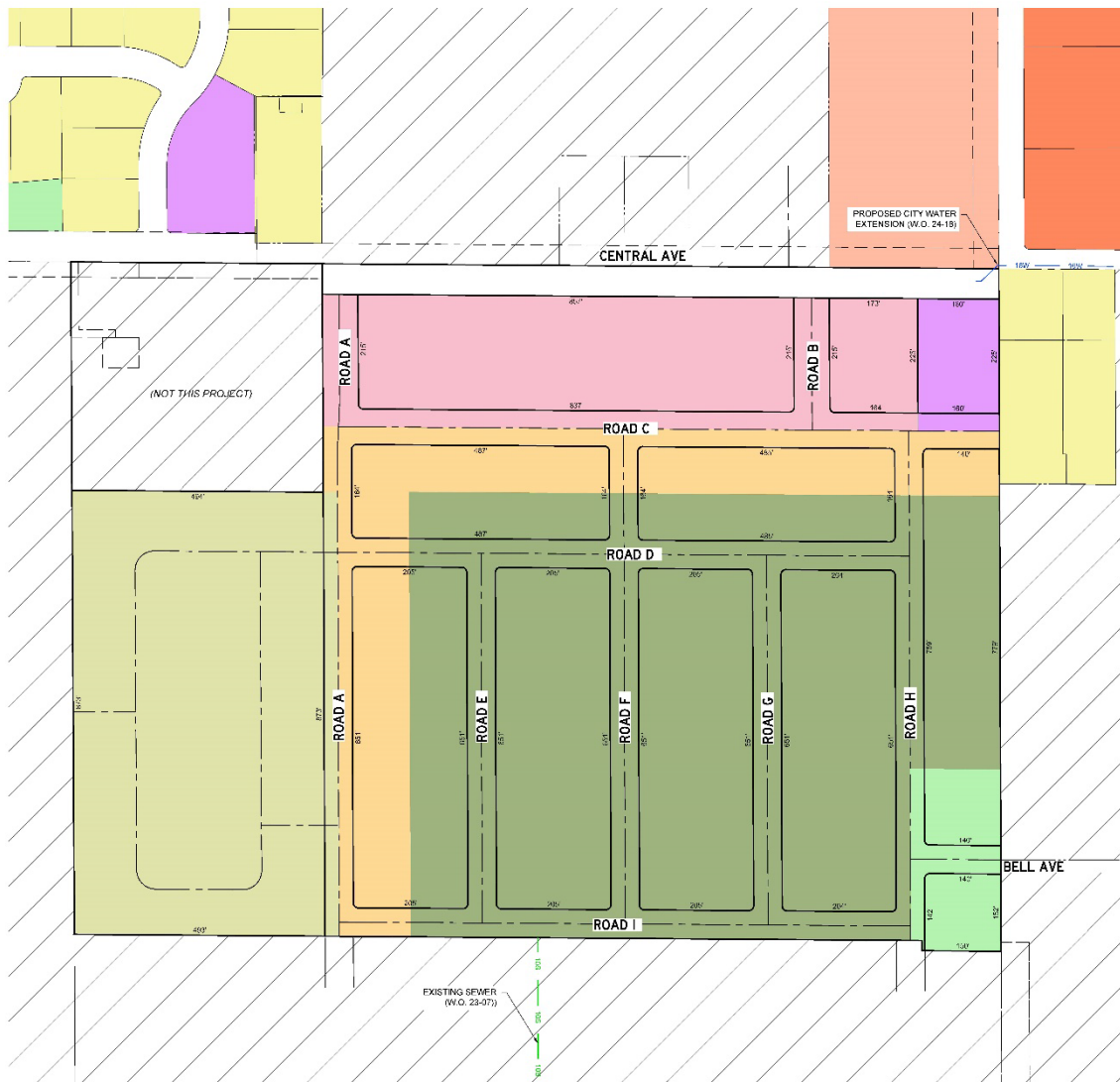
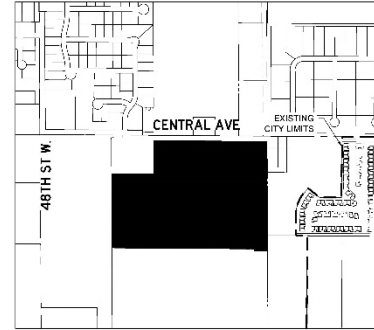
# Zoning Master Plan Clearwater – ZC 1045

## PROPOSED PLANNED NEIGHBORHOOD DEVELOPMENT FOR TRACT 2 OF CERTIFICATE OF SURVEY 3844 LOCATED NW 1/4 OF SECTION 10, T 01 S, R 25 E, P.M.M. YELLOWSTONE COUNTY, MT



PREPARED FOR : BROWN DEVELOPMENT, LLC  
PREPARED BY : PERFORMANCE ENGINEERING, LLC

| ZONING INFORMATION |        |            |
|--------------------|--------|------------|
| ZONING DISTRICT    | ACRES  | PERCENTAGE |
| CMU 1              | 6.986  | 14.4       |
| NMU                | 0.954  | 2.0        |
| NX1                | 21.947 | 45.3       |
| NX2                | 6.704  | 13.8       |
| N2                 | 10.452 | 21.6       |
| P1                 | 1.452  | 2.9        |
| TOTAL              | 48.492 | 100.0      |



### ZONING LEGEND

- |  |                                       |  |                                       |  |                        |
|--|---------------------------------------|--|---------------------------------------|--|------------------------|
|  | CMU 1 - COMMERCIAL MIXED USE 1        |  | RR1 - RURAL RESIDENTIAL 1             |  | P1 - OPEN SPACE        |
|  | N2 - 1 TO 2 DWELLING UNITS/STRUCTURE  |  | RR3 - RURAL RESIDENTIAL 3             |  | AO - AGRICULTURAL OPEN |
|  | NX1 - 1 TO 4 DWELLING UNITS/STRUCTURE |  | NX2 - 2 TO 8 DWELLING UNITS/STRUCTURE |  |                        |
|  | NMU - NEIGHBORHOOD MIXED USE          |  | N4 - LARGE LOT SUBURBAN               |  |                        |





Subject Property – view south from Central Avenue at west property line



Subject Property from Central Avenue east property line



View south and east from subject property at east property line



View west on Central across subject property frontage from east property line



View north and east across Central Avenue from east property line



View north and west across Central Avenue from east property line



View west on Central from west property line of subject parcel



View north and east across Central Avenue from west property line of subject property



Subject Property – Summer 2021

Zoning History for City ZC 1045 – 4524 Central Ave – proposed Clearwater development – MU-PND

| <b>SUBJECT PROPERTY</b>                                | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>                                    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>          |
|--------------------------------------------------------|--------------------|-------------|-----------------------------------------------|-----------------------|---------------------------------|
| 4524 Central Ave                                       | NA                 |             |                                               |                       | Original zoning for Agriculture |
| <b>SURROUNDING PROPERTY</b>                            | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>                                    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>          |
| Ridgeline Sub – 48 <sup>th</sup> St W and King Ave W   | City ZC 997        | 9/13/2021   | A to CMU1, NX2, N2 & P1 MU-PND                | Yes                   | Phased Annexation               |
| Sweetgrass Sub- 54 <sup>th</sup> St W, S of Rimrock Rd | City ZC 998        | 10/11/2021  | A to N1, N2, N3, NX1 & P1 N-PND               | Yes                   |                                 |
| The Timbers – Alkali Creek                             | City ZC 1003       | 1/24/2022   | A to NMU, NX1, N3 and P1 N-PND                | Yes                   |                                 |
| Vista West                                             | City ZC 1004       | 2/28/2022   | A to N2, NX1, NX3 & P1 MR-PND                 | Withdrawn             |                                 |
| Zimmerman Home Place                                   | City ZC 1009       | 3/14/2022   | N3, NX1, NX3 & P1 to N2, NX1, NX3 & P1 MR-PND | Yes                   |                                 |
| Buffalo Crossing                                       | City ZC 1011       | 4/11/2022   | A to NX2, N2, N3 & P1 MR-PND                  | Yes                   |                                 |
| Vista West                                             | City ZC 1021       | 2/27/2023   | A to N1, NX2, NX3 & P1 MR-PND                 | Yes                   |                                 |
| 54 West                                                | City ZC 1025       | 6/12/2023   | N3 to N2, N3 & P1 N-PND                       | Yes                   |                                 |

**Pre-Application Statement of Owner(s) or Agent(s)**

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning:** AO – Agricultural Open \_\_\_\_\_
  
2. **Written description of the Zone Change Plan** including existing and proposed new zoning:  
Zone Change from AO to a combination of CMU1, NMU, NX1, NX2, N2 & P1 on 48.49 acres \_\_\_\_\_
  
3. **Subject Property Map:** please attach to this form.
  
4. **Legal Description of Property:**  
Tract 2 of COS 3844 Located in Sec 10, T01S, R25E, Yellowstone County, P.M.M \_\_\_\_\_
  
5. **Neighborhood Task Force Area:** Yes /// No. If Yes, Name of Task Force and mailing address of Chairperson:  
West End Task Force, Steve Zeier \_\_\_\_\_
  
6. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to this form.
  
7. **A copy of the meeting notice.** please attach to this form
  
8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form
  
9. **The undersigned affirm the following:**
  - 1) The pre-application neighborhood meeting was held on the 24th day of January, 2024.
  
  - 2) The zone change application is based on materials presented at the meeting.

**Owner (s):** Brown Development, LLC Telephone: (406) 698 - 5970  
Address: 745 South 56<sup>th</sup> St. West Email: tbrownbuilders@yahoo.com  
Billings, MT 59106

**Agent (s):** Performance Engineering, Craig Dalton Telephone: (406) 384 - 0080  
Address: 608 N. 29<sup>th</sup> Street Billings, MT 59101 Email: craig@performance-ec.com



AMD Tract 1 COS 2715 and Tract 1 COS 2719 PND Neighborhood Meeting Sign-In

January 24th, 2024 @ 6-7PM

| NAME               | ADDRESS                         |
|--------------------|---------------------------------|
| Doug Reiter        | 1945 Parkhill Dr. (Bell Farm)   |
| JERI TOLSTEDT      | 1310 BROADWATER AVE (BELL FARM) |
| Clyde Seifer       | 116 Big Pine CRT-               |
| Terr Kaufman       | 110 Big Pine CRT                |
| Randall Adams      | 4206 Limber Pine Ln             |
| ANDREW Wilson      | 4355 Wells Pl                   |
| LAURA Wilson       | 4355 Wells Pl                   |
| Julie Larson       | 103 Saddle Tree Pl.             |
| BRYAN LEITZ        | 4420 CENTRAL AVE.               |
| Chris Merrill      | 4319 Wells Pl                   |
| Ed Hoffman         | 4246 CENTRAL                    |
| Howard Holz        | 1120 BLACKBERRY WAY             |
| Beth Smith         | 4430 Central Ave                |
| Tim & Lindy Morgan | 2157 Rangview Ct.               |
| Norm Tjeltveit     | 4650 Sunbeam Cir.               |
| George Allen       | 4240 Wells Pl.                  |
| Charlotte Allen    | 4240 Wells Pl.                  |
| Frank Kolondich    | 4237 Wells Pl.                  |
| Chad Martonen      | 12 Double Tree Pl               |
| Thad Fanton        | 285 S. 41st St W                |
| Tom Brown          | 745 S. 56th St W                |
| Julia Armencã      | 22 Saddle Tree Place            |
| Vickie Jardine     | 110 Saddle Tree Place           |
| HANS HUNGER        | 4 Twin Pines Lane               |
| KRISTEN HUNGER     | 4 Twin Pines Lane               |
| Dave Biegel        | 4221 Wells place                |

## Tract 2 of Certificate of Survey 3844

Being Amended Tract 1 of COS 2715 and Tract 1 of COS 2719 and the E1/2, NW1/4 of Section 10, T01S, R25E, Yellowstone County, Montana

### Zone Change Neighborhood Meeting Notes

The meeting was conducted from 6-7:15 PM on January 24<sup>th</sup>, 2024 at the Grace Montessori School. The meeting was hosted by Craig Dalton of Performance Engineering (agent) and Todd Brown (developer).

There were 26 public participants for the meeting.

The meeting began with Craig Dalton giving an overview of the property. He discussed who the previous owners were (Hardt family). Craig covered how the project went through a pre-application meeting with the County in 2022. The City, however, viewing Central as an important corridor, worked with the developer to extend water and sewer services to the property in exchange for annexation. Craig covered how the City had already constructed sewer to the property as part of the Monad sewer extension project and has plans to extend water down Central to the property this spring/summer.

Craig described how the PND process works and gave out the expected timelines for application submittal and public hearings (anticipated March 5<sup>th</sup> and 25<sup>th</sup>). He said that anyone who received a neighborhood meeting notice would also receive a public hearing notice from the city confirming the meeting dates.

Craig then went through each of the proposed zoning types. He described the allowable density for each of the residential districts, and read the allowed uses for CMU1 and NMU districts from Table 27-1000.1 of the zoning code. Craig stated that bars and casinos are an allowed use in CMU1, but are subject to special reviews with additional setback requirements from residential zones. He discussed that a bar would be able to meet the setback requirements in this area, but that a casino wouldn't meet the 350 ft setback requirement as the property is proposed.

Following Craig's overview, the floor was opened for participants to ask questions.

Questions from the individuals and subsequent responses are shown below:

- **Why not zone the development for single-family homes instead of higher density?**

*One of the objectives of the City's recently updated zoning code and PND process is to promote mixed use neighborhoods to offer multiple levels of housing options. Part of the PND requirements is to pair a lower density "N" district with a higher density "NX" district. Additionally, there is growing concern from city officials on*

*the cost of service to operate and maintain infrastructure throughout the city. One of the answers to this is to increase density to help keep the cost per dwelling served down.*

- **What is the number of units that would be built in this development given the proposed zoning?**

*Final densities will be subject to amount of net acreage left following subdivision which is a subsequent process to zoning. That being said, based on the current layout shown on the map it would be estimated in the 250 dwelling unit range.*

- **What is going to be done to address the increase in traffic in the area?**  
Residents from Shiloh Estates Subdivision stated they already have issues accessing Central at certain times of the day.

*A Traffic Impact Study (TIS) has been contracted and is ready to be commissioned upon finalizing the PND plan. The TIS will study the Central Avenue corridor between 48<sup>th</sup> and Shiloh, in addition to some of the other major intersections within 1-mile of the development. The TIS will provide findings and recommendations for areas that may need improvements or modifications to accommodate increased loads produced by this development.*

*The City doesn't currently have a road improvements project proposed for Central Avenue in their CIP, but as sections of their arterial corridors become more and more developed it tends to move that area's priority up for a major road project. It is important to note that improvements to Central Avenue will only come via a City project which would be driven by City developments. The County hasn't historically constructed major roadway improvements, particularly roadways on the border of the City limits.*

- **How many stories can the buildings be?**

*NX1 allows for buildings up to 2.5 stories. NX2 allows for buildings up to 3 stories. N2 allows for buildings up to 2 stories. NMU allows for buildings up to 2 stories. CMU1 can have buildings up to 4 stories tall. CMU 1 also allows for residential development, however, the first floor must be commercial services (example Shiloh Commons).*

- **Will the City for County properties to annex when water and sewer go by?**  
Referenced properties in the Heights being forced into the City.

*The City does not have a history of forcing properties to annex into the City limits. In the past when County properties residing within City limits were required to annex into the City limits it was typically driven by a failing septic system with no room on the property for replacement. In these cases, the County Health Department/DEQ wouldn't issue a new septic permit and therefore the only remaining option was to tie into City services. In the case of Shiloh Estates Subdivision, that was permitted under more recent DEQ standards which require a*

*spot be reserved on the property for a replacement drainfield. The constraints the older Heights properties encountered wouldn't likely apply here.*

- What will the development be required to do with it's stormwater?

*The development will be required to meet the standards of the Billings Stormwater Management Manual. The property will be required to detain stormwater on-site (example ponds) or in a city owned facility such as the Monad (Bannister) Drain.*

- Why is commercial being proposed along the frontage? Previous commercial zoning reviews on the west end discussed keeping commercial properties at major intersections.

*The current zoning code requires CMU1 to be within 1,320 feet from an arterial or collector street intersection. Where Road B is shown on the map will be 44<sup>th</sup> Street in the future and per the City's classification map this is a collector road that will continue north to Broadwater.*

*The PND guidelines require either a commercial or NX use along arterial corridors. This is in effort to prevent future situations like we see on Grand Avenue as it enters into the downtown area where you have a bunch of commercial businesses operating out of old single-family homes.*

*Ultimately the hope in placing pockets of commercial along these frontages is to draw small business services to these neighborhoods. We often see in areas that have commercial incorporated into the neighborhoods an alleviation of traffic on the adjacent roadways. This is due in part to the fact that people do not need to commute as far to reach these types of businesses.*

# APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # 1045 - Project # PZX-24-00053

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning AO – Agricultural Open

Proposed Zoning: CMU1, NMU, NX1, NX2, N2, and P1

TAX ID# D00486 CITY ELECTION WARD 5

Legal Description of Property: Tract 2 of Certificate of Survey 3844 located in Section 10, T01S, R25E, Yellowstone County, MT  
P.M.M.

Address or General Location (If unknown, contact City Engineering): 4524 Central Ave.

Size of Parcel (Area & Dimensions): Total Area = 48.492 acres

Present Land-Use: Vacant Agricultural Land

Proposed Land-Use: Mixed Density Commercial and Mix Density Residential Housing

Covenants or Deed Restrictions on Property: Yes \_\_\_\_\_ No X

If yes, please attach to application

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Brown Development, LLC

(Recorded Owner) 745 South 56<sup>th</sup> St. West, Billings, MT 59106

(Address) (406) 698 - 5970 tbrownbuilders@yahoo.com

(Phone Number) (email)

Agent(s): Performance Engineering, Craig Dalton, PE

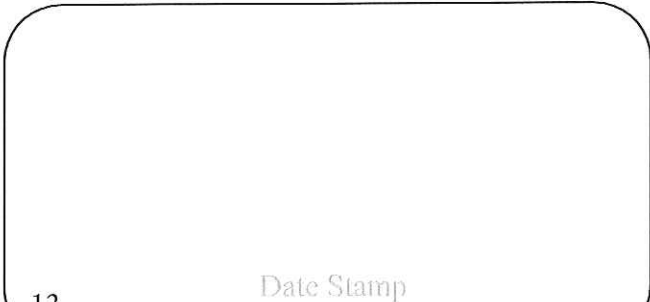
(Name) 608 N. 29<sup>th</sup> Street, Billings, MT 59101

(Address) (406) 384 - 0080 craig@performance-ec.com

(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: [Signature] Date: 2-1-24  
(Recorded Owner)





608 North 29<sup>th</sup> Street • Billings, MT 59101 • 406-384-0080

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### Zone Change Questions

Tract 2 of Certificated of Survey 3844 Yellowstone County, Montana. Having a total area of approximately 48.5 acres

1. Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.

Essential Investments - The proposed project is located along Central Avenue which is a critical corridor for growth of the City. The development and extension of municipal services, particularly public utilities, will open further development of a large swath of land between Monad and Broadwater from 48<sup>th</sup> Street to the east. The proposed development will assure that key parts of the Billings West End will be developed with appropriate density, connected to City services, and added to the City tax base. This property was originally conceptualized to be developed in the County, still drawing on emergency services and the transportation network of the City. Coordination with City Planning and Engineering for the extension of City water and sewer services provided the necessary avenue for this property to annex into the City. The proposed zoning adds necessary density to assure there are adequate taxable properties to provide a return on the City's initial extension investment and lowers the cost of service to the City in the future.

Infill Development Policy - The goal of the Billings Infill Policy is to promote housing and retail choices to encourage economic development, by rezoning this area it will stimulate development of the area and provide a more enjoyable neighborhood environment for the residents. Proposed commercial designation along Central Avenue will bring services closer to residents of the West End, improving neighborhood walkability and reducing commuter traffic into the City for basic services.

Diversified & Affordable Housing - This zone change will provide a mix of housing options. By offering a mix of housing alternatives, residents will be afforded the opportunity to upgrade within in the same neighborhood, creating a more resilient community. The development will also be an affordable option for the City due to the low cost of service created by the proposed mix of density in this proposal. This project will require a short extension of services (less than 800-ft) west while opening future areas for City growth between Monad and Broadwater. The proposed zoning will bring residential density to an area that currently has little diversity in housing, filling in the "missing middle" housing gap that currently exists in this West End area.

**2. Explain how the proposed project meets the 10 zone change criteria.**

**a. Is the new zoning designed in accordance with the growth policy?**

The new zoning adheres to the City of Billings growth policy through its expansion of mixed community uses with both residential diversity and commercial services incorporated into the development. The project incorporates multi-modal components with access to trails and parks included to give residents options. The proposal also assures that development of this land is done in a manner that takes into account the cost of services provided by the City with the incorporation of appropriate density and commercial development.

**b. Is the new zoning designed to secure from fire and other dangers?**

There will be fire hydrants located an adequate distance throughout the interior of the development with a maximum spacing of 500-ft, meeting all City of Billings Fire Codes. Additionally, the project will bring fire services with hydrants to an area of the West End that only operated on dry hydrants within the BUFSA or had not close fire suppression availability at all. Construction of the site will comply with building regulations and zoning code to allow for appropriate separation of buildings and proper lighting for public safety and security. The site is also located outside of any floodplain.

**c. Will the new zoning promote public health, public safety, and general welfare?**

The proposed zone change will diversify the surrounding neighborhood and create opportunities for housing in what is now considered the “missing middle” within the Billings West End. Buildout of this vacant land will bring more public eyes to the area to help keep watch on public safety. This zone change also requires landscaped or natural open areas to be incorporated within the development which will improve the general well-being of the neighborhood and encourage residents to use services within walking distance to their residence in the neighborhood.

**d. Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements?**

The change in zone will tie into existing services with short extension to the parcel which will also open up future development at appropriate density between Monad and Broadwater east of 48<sup>th</sup> Street. Additional park land areas, above the required 2% as part of the PND, will take form as the property moves into the subdivision process. Ultimately the development will look to provide centralized park spaces to maximize accessibility for residents. The development is not necessarily close to MET transportation however the inclusion of commercial with the intent of providing neighborhood services is an attempt to minimize the need for residence to travel outside their neighborhood, straining our transportation network. Over time the development will connect to

pedestrian systems, such as the multi-use path along Monad, that will tie back to Shiloh and the multi-use trail running along that corridor.

**e. Will the new zoning provide adequate light and air?**

The proposed zone change will have some impact on light and air as the property will move from agricultural use to residential, however, the open space, and subsequently park dedication, requirements will allow for adequate lighting and air for the property and surrounding area. Any improvements to the land must adhere to the zoning requirements for lighting laid out by the City's Zoning Code which directly addresses open areas and light.

**f. Will the new zoning affect motorized and nonmotorized transportation?**

As the zone change will convert agricultural lands to mixed commercial and residential development, additional residents will move to the area creating an impact on the motorized transportation in the area. This will be studied and accounted for in the review of a Traffic Impact Study (TIS) associated with the subdivision through the subdivision process. The developer, as part of the overall development, will contribute to intersection impacts in the areas identified by City Public Works to mitigate any negative impact coming from the overall development.

The incorporation of commercial neighborhood services are important in alleviating the traffic volumes currently existing, and what will be contributed to by this development, along the Central Avenue by bringing commercial services closer to residential neighborhoods. The most recent example of how this can alleviate pressures on arterial corridors is the opening of the new Albertsons at 54<sup>th</sup> Street West and Grand Avenue. The Albertsons at Rehberg and Grand was once the busiest Albertsons in the state, drawing traffic from most properties west of Zimmerman Trail along Grand Avenue. With the opening of this new store, traffic volumes along Grand Avenue between 54<sup>th</sup> and Shiloh have significantly decreased (outside of typical commuter hours) as the travel distance to this major service has been greatly reduced.

Because the surrounding developments and neighborhoods are primarily County there is limited sidewalk and trail connectivity in this area. The development will be constructed with walkability in mind, anchoring future development in the area with pedestrian facilities. Initially, traffic will undoubtedly increase marginally on Central Avenue. The development will construct or contribute to improvements to Central Avenue along its frontage. Connections will be provided to properties to the east, west, and south to allow for inter-neighborhood movement, reducing impacts to Central Avenue. Over the life of the development, as it approaches full buildout, the diversity in commercial and residential density along with connectivity to the east, west and south will help with traffic congestion on Central Avenue.

**g. Will the new zoning promote compatible urban growth?**

The proposed mix of zoning will promote compatible urban growth as it is nestled between low density residential on the west and north sides and medium to higher density residential coming (planned, presented and approved by Council) to the east and south of the project area. This zoning will allow for new residents to move into a thriving and safe neighborhood that can easily meet most of their needs in the immediate area. The proposed zone change provides the desired step-back in density placing commercial along the arterial corridor (Central Ave.) and stepping back to mix density residential to the south. The proposed mix in commercial and residential, with varying residential densities, is what both City Council and urban growth policies ask for in new neighborhood development. The proposed plan will introduce new housing variety and density to this area of the Billings West End while creating neighborhoods in a walkable manner with commercial designations to service the surrounding areas.

**h. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?**

The area of the proposed development is currently surrounded by active agricultural production land with county subdivisions to the northeast and northwest across Central Avenue. Southeast of the proposed development, the City has already approved annexation and zoning for a similar mixed use development north of Monad. The compatibility will be seamless between the development of the Vista property and what is proposed in this application. As presented, the proposal achieves the directives from City of Billings planning documents in that mixed commercial and low to medium density residential is layered through the property. The proposed zoning steps back density with the highest commercial uses along the arterial corridor (Central Ave.) and mixed density residential as the development moves south towards Monad. Because of the surrounding adjacent agricultural uses, the proposed development is buffered in large part from any surrounding developments and will be setting the stage for future development of the City in this area. The proposed medium density residential zoning will allow for a variety of housing options including single-family residences, aligning with the character of the existing County community.

**i. Will the new zoning conserve the value of buildings?**

It should be noted that the proposed development is only directly adjacent to active agricultural land with County subdivisions to the northwest and northeast across Central Avenue. The proposed zoning will conserve the value of buildings in the area by creating new amenities for nearby neighborhoods while not intruding upon them. Inclusion of parks and pedestrian facilities open for public use along with

construction of additional transportation infrastructure will also benefit the surrounding neighborhoods.

**j. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?**

By providing a mixed density and mixed service development the proposal allows for a lower cost of service to the City of Billings, making the development the most appropriate use of the land. The proposed development adequately steps back density from the arterial corridor (Central Ave.) while providing a diversity in housing options and mixed residential neighborhoods within the Billings West End. Services in the area can support expanded growth without straining City infrastructure or EMS services.

**3. Does the new zoning fit with the existing or planned developments within the area?**

The new zoning will fit seamlessly into the area as the surrounding land is still agricultural in nature. This proposal provides the “missing middle” medium density housing between the larger single-family County properties and the high density apartments of the existing Farmstead apartments and the recently approved Vista development. The proposed development will provide neighborhood diversity in both housing options and services. The site will help provide housing density and diversity to start serving the “missing middle” of our City with medium density residential development supported by many amenities and necessities for the current and future residents in the area. Lastly, the development stepped back density from Central Ave. with appropriate distances to minimize impacts and the feel of higher density being within the core of subdivision.

**From:** Terri Kaufman <[kaufmanterri@gmail.com](mailto:kaufmanterri@gmail.com)>

**Sent:** Monday, March 4, 2024 3:49 PM

**To:** Cromwell, Nicole <[CromwellN@billingsmt.gov](mailto:CromwellN@billingsmt.gov)>

**Subject:** [EXTERNAL] City Zone Change 1045, Project Number PZX-24-00053

Dear City/County Planning Division:

In light of the Planning Division's own "10 Criteria to be Used

for Review of Zone Changes", I am opposed to the Zone changes proposed in City Zone Change 1045. The schools in the area are overcrowded, and there are no parks. The project will add a substantial amount of traffic to the small area. The proposed plan will detract from the value of the buildings and the character of the district by adding parking lots rather than yards. So, as you can see, this proposal does not encourage the most appropriate use of land throughout the city of Billings.

Sincerely,

Terri Kaufman

110 Big Pine Crt.

Billings, Montana

ORDINANCE 24-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION for C/S 3844,  
Tract 2, 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.** C/S 3844, Tract 2, is presently zoned **Agriculture (A)**, a county zone district, 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 C/S 3844, Tract 2, is hereby changed from **Agriculture (A)**, to **Corridor Mixed Use 1 (CMU1)**, **Neighborhood Mixed Use (NMU)**, **Mixed Residential 2 (NX2)**, **Mixed Residential 1 (NX1)**, **Mid-Century Neighborhood (N2)** and **Public 1 (P1)**, as shown on the attached **Exhibit A – Zoning Master Plan**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Corridor Mixed Use 1 (CMU1)**, **Neighborhood Mixed Use (NMU)**, **Mixed Residential 2 (NX2)**, **Mixed Residential 1 (NX1)**, **Mid-Century Neighborhood (N2)** and **Public 1 (P1)**, as set out in the Billings, Montana City Code.

**Section 4. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law; or upon effective date of Resolution 24-\_\_\_\_\_ approving the annexation of the above territory, whichever is later.

**Section 5. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 6. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other

provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25<sup>th</sup> day of March, 2024.

PASSED, ADOPTED and APPROVED on second reading this 8<sup>th</sup> day of April, 2024.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk

Zone Change 1045 – 4524 Central Ave – Clearwater Neighborhood

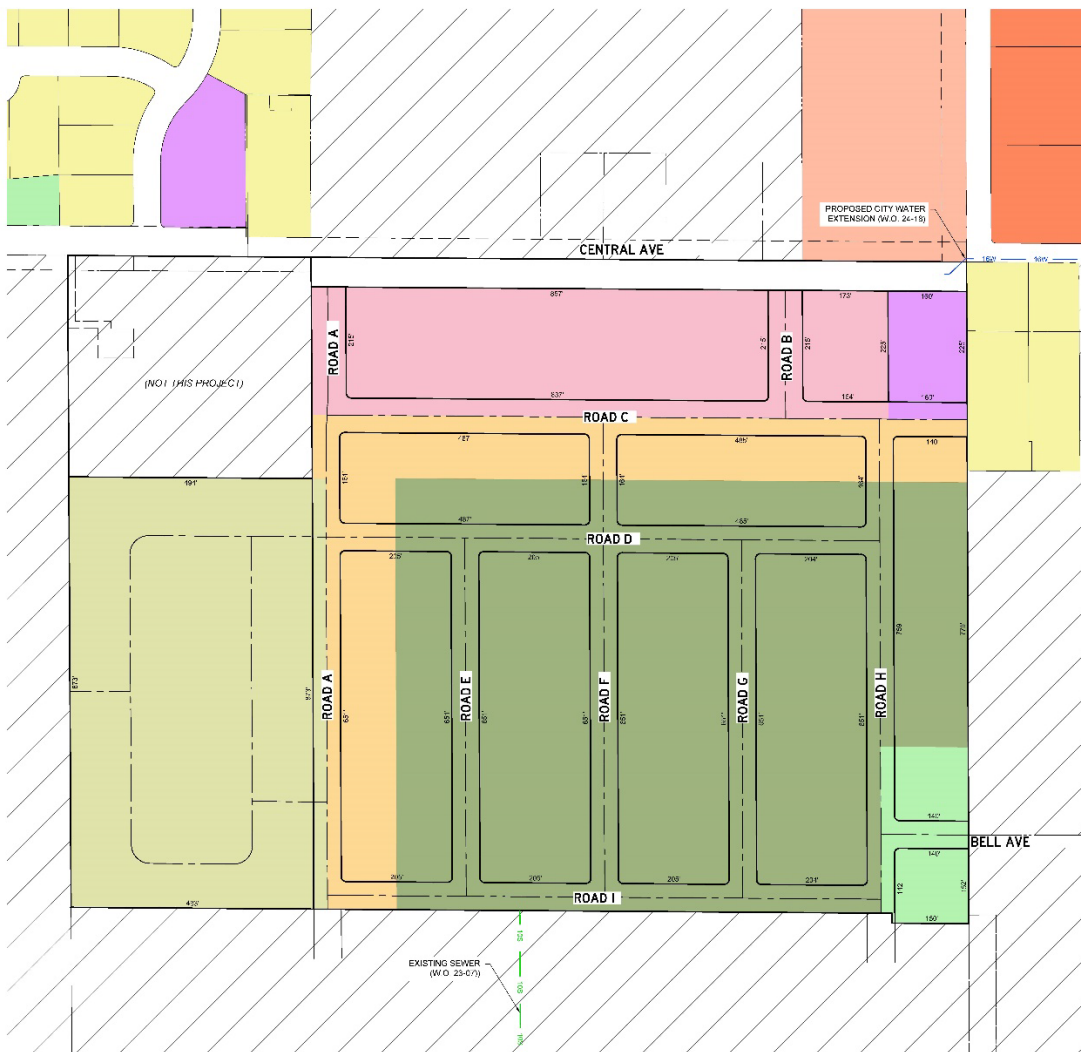
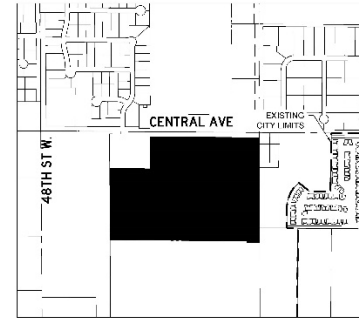
# Exhibit A – Zoning Master Plan Zone Change 1045

## PROPOSED PLANNED NEIGHBORHOOD DEVELOPMENT FOR TRACT 2 OF CERTIFICATE OF SURVEY 3844 LOCATED NW 1/4 OF SECTION 10, T 01 S, R 25 E, P.M.M. YELLOWSTONE COUNTY, MT



PREPARED FOR : BROWN DEVELOPMENT, LLC  
PREPARED BY : PERFORMANCE ENGINEERING, LLC

| ZONING INFORMATION |        |            |
|--------------------|--------|------------|
| ZONING DISTRICT    | ACRES  | PERCENTAGE |
| CMU 1              | 6.988  | 14.4       |
| NMU                | 0.954  | 2.0        |
| NX1                | 21.947 | 45.3       |
| NX2                | 6.704  | 13.8       |
| N2                 | 10.452 | 21.6       |
| P1                 | 1.452  | 2.9        |
| TOTAL              | 48.492 | 100.0      |



### ZONING LEGEND

|                                       |                                       |                        |
|---------------------------------------|---------------------------------------|------------------------|
| CMU 1 - COMMERCIAL MIXED USE 1        | RR1 - RURAL RESIDENTIAL 1             | P1 - OPEN SPACE        |
| N2 - 1 TO 2 DWELLING UNITS/STRUCTURE  | RR3 - RURAL RESIDENTIAL 3             | AO - AGRICULTURAL OPEN |
| NX1 - 1 TO 4 DWELLING UNITS/STRUCTURE | NX2 - 2 TO 8 DWELLING UNITS/STRUCTURE |                        |
| NMU - NEIGHBORHOOD MIXED USE          | N4 - LARGE LOT SUBURBAN               |                        |



**City Council Regular**

**Date:** 03/25/2024  
**Title:** Annexation Agreement with Brown Builders, LLC  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends that the City Council approve the Annexation Agreement with Brown Builders, LLC.

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

City Council will consider the annexation of Tract 2 of Certificate of Survey 3844. The property to be annexed is located along Central Avenue east of South 48th Street West. Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development including access to the site, construction of water, sanitary sewer, and storm drain. The Annexation Agreement provides for City required off-site improvements should the property be annexed and developed without a subdivision plat. The Annexation Agreement for this Council action generally includes the following conditions or improvements:

- Requirement for access;
- Requirements for extension of the sanitary sewer main from the southern boundary of the property to Central Avenue;
- Requirements for extension of the water main in Central Avenue along the frontage of the property;
- Requirements for construction of a multi-use path along Central Avenue; and
- Outlines requirements for a traffic impact study.

**ALTERNATIVES**

City Council may:

- If the annexation is approved, then approve the Annexation Agreement with the property owner; or
- Not approve the Annexation Agreement. If the agreement is not approved within 45 working days, the annexation would be nullified as per the annexation resolution.

**FISCAL EFFECTS**

There is one requirement of the Annexation Agreement that would not be required upon site development. Section 5 requires the dedication of public right-of-way, if needed.

The only financial impact to the CITY of the Annexation Agreement is the compensation for the oversize of the water main extension in Central Avenue.

---

**Attachments**

Annexation Agreement

Return to:  
Performance Engineering, Inc.  
608 N. 29<sup>th</sup> Street  
Billings, MT 59101

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between *Brown Builders, LLC, 745 South 56<sup>th</sup> Street West, Billings, Montana, 59106* hereinafter referred to as “DEVELOPER,” and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the “CITY.” DEVELOPER and CITY are sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties.”

**WHEREAS**, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

*Tract 2 of Certificate of Survey No. 3844 situated in the NW ¼ of Section 10, T.1S., R.25E., Yellowstone County, Montana.* Above referenced property is hereinafter referred to as “Developer Tract”.

**WHEREAS**, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

**WHEREAS**, DEVELOPER desires to annex Developer Tract to the City; and

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution No. \_\_\_\_\_ for the Developer Tract contingent upon an Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. Roads and Access. The Developer Tract will be accessed by way of Central Avenue, a public street. Access will be determined by the CITY based on the development plans.
2. Sanitary Sewer. The Developer Tract will be served by extending an existing 10-inch sanitary sewer main that connects to the 30-inch sanitary sewer main constructed along the Monad Drain south of the Developer Tract. DEVELOPER shall extend the 10-inch sanitary sewer main to Central Avenue.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. Water. The Developer Tract will be served by extending a 16-inch water main in Central Avenue. DEVELOPER shall be responsible to construct a 16-inch water main in Central Avenue along the frontage of the Developer Tract. If requested by DEVELOPER, City staff will forward a Compensation Agreement to City Council for approval of oversizing of the water main in accordance with the City's Rules and Regulations Governing Water and Wastewater Service.

DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.

4. Storm Drain. The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018). DEVELOPER will be allowed to discharge stormwater into the Monad Drain.
5. Right-of-Way. Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. DEVELOPER shall dedicate a 60-foot half right-of-way along Central Avenue.
6. Street Improvements. DEVELOPER will be required at the time of development to submit a traffic study. The traffic study will determine improvements to Central Avenue that will be required at the time of development. For all future improvements to Central Avenue, the CITY will assess property owners within the development for their share of the cost of the improvements. Future Subdivision Improvement Agreements for the Developer Tract shall reflect this condition.

7. Multi-use Trail. A 10-foot wide multi-use trail *will* be required to be constructed along the Central Avenue frontage of Developer Tract at the expense of the DEVELOPER.

DEVELOPER shall be responsible for the maintenance and replacement of the sidewalk and/or trail after construction.

8. Future Intersection Contributions. A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER and shall be prepared by a Professional Traffic Operations Engineer (PTOE).
9. Public Improvements. Should the CITY perform improvements listed in the Agreement or not listed in the Agreement benefitting the Developer Tracts, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the CITY may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer Tracts can be included in a Special Improvements District for improvements identified in the Annexation Agreement regardless of location of individual properties in relation to the improvements.
10. Compliance. Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
11. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. Attorney's Fees. In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
  
13. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

“DEVELOPER”

Brown Builders, LLC

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

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

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 \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of Brown Builders, LLC, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

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

Printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

This Agreement is hereby approved and accepted by 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 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: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**WAIVER OF RIGHT TO PROTEST**

**FOR VALUABLE CONSIDERATION**, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

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

*Tract 2 of Certificate of Survey No. 3844 situated in the NW 1/4 of Section 10, T.1S., R.25E., Yellowstone County, Montana, of which plat is on file and recorded at the Yellowstone County Clerk and Recorder's Office.*

“DEVELOPER”

Brown Builders, LLC

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

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 \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of Brown Builders, LLC and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

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

**City Council Regular**

**Date:** 03/25/2024  
**Title:** Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 24-02  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00054

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**RECOMMENDATION**

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward V.

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

Craig Dalton of Performance Engineering, on behalf of Todd Brown, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Central Avenue and east of South 48th Street West. The land being annexed is described as being Parcels of Land situated in the NW 1/4 of Section 10, T.1S., R.25E., Yellowstone County, Montana, more particularly described as follows: Tract 2 of Certificate of Survey No. 3844, filed July 14th, 2023, under Document No. 4051600 on file and of record in the office of the Yellowstone County Clerk and Recorder. Including all adjacent Right-Of-Way of Central Avenue. Said annexation containing 50.333 gross acres more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting. Upon Approval, the second reading will occur April 8, 2024.

**ALTERNATIVES**

City Council may:

- Approve adding the subject property to Ward V, or;
- Disapprove adding the subject property to Ward V. Disapproval will not modify the boundary of Ward V and will create a problem where property inside the City Limits is not within a City Ward.

**FISCAL EFFECTS**

This application has no impact on the Planning Division Budget.

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**Attachments**

Ward Boundary Ordinance 24-02

**ORDINANCE NO. 24-**

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD V PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:**

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward V the following described real property:

Parcels of Land situated in the NW 1/4 of Section 10, T.1S., R.25E., Yellowstone County, Montana, more particularly described as follows:

Tract 2 of Certificate of Survey No. 3844, filed July 14th, 2023, under Document No. 4051600 on file and of record in the office of the Yellowstone County Clerk and Recorder.

Including all adjacent Right-Of-Way of Central Avenue.

Said annexation containing 50.333 gross acres more or less.

(# 24-02) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 24-\_\_\_\_\_ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 25<sup>th</sup> day of March, 2024.

PASSED by the City Council on the second reading this 8<sup>th</sup> day of April, 2024.

THE CITY OF BILLINGS:

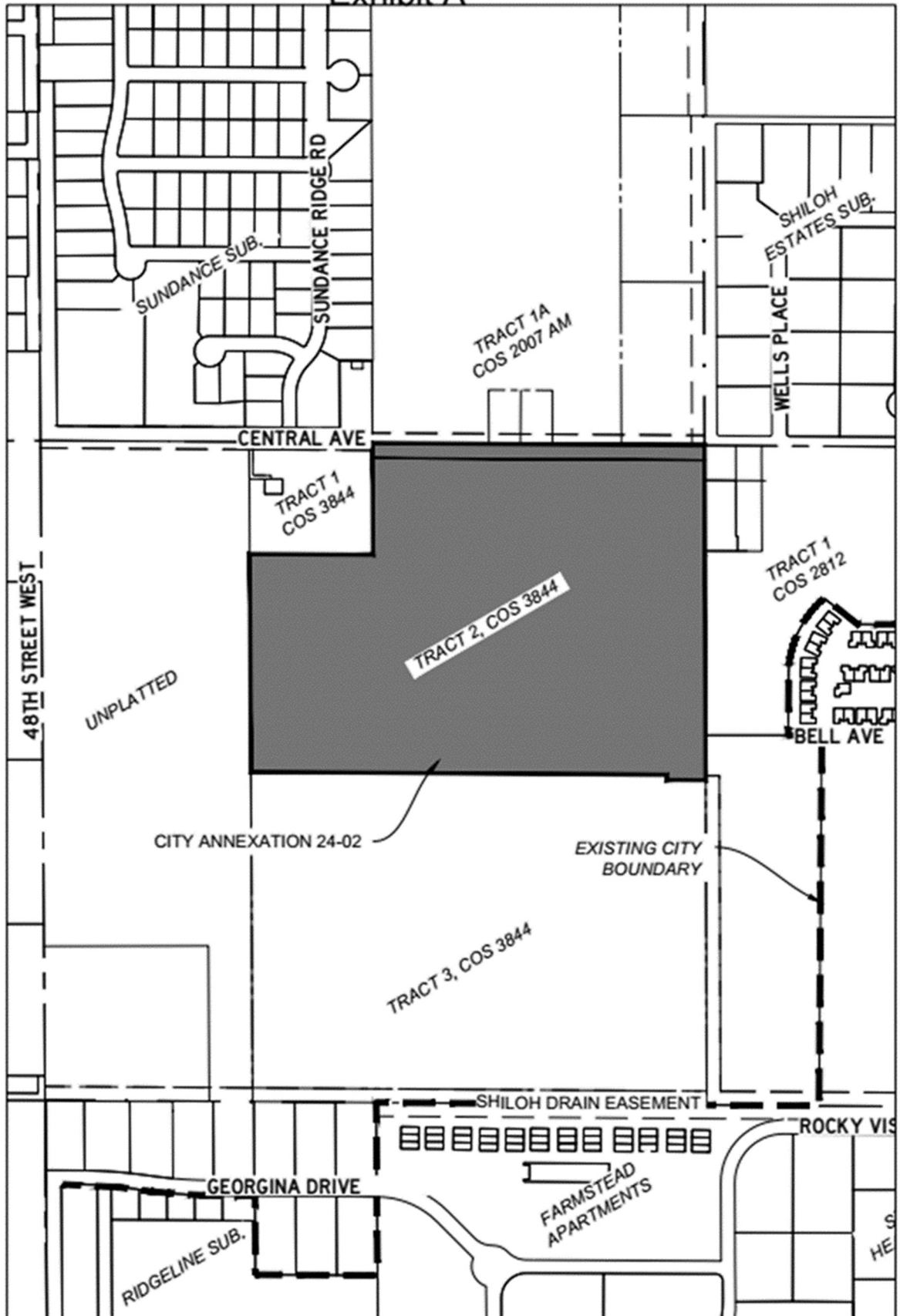
\_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK

(#24-02)

Exhibit A



**Zoning Commission**

**Date:** 03/25/2024  
**Title:** Zone Change 1046 - 1202 W. Wicks Lane - NX3 to CMU2 - Public Hearing and 1st reading  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00056

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**RECOMMENDATION**

The Zoning Commission is recommending approval, on 1st reading, Zone Change 1046 located at 1202 W. Wicks Lane from NX3 to CMU2 based on the findings of the 10 criteria.

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

This is a zone change request from Mixed Residential 3 (NX3 -- 5+ unit buildings) to Corridor Mixed Use 2 (CMU2), on proposed lots 1 and 2 of Skyview Ridge, 2nd Filing. The two lots will equal about 8.6 acres in area. The intent, if approved, is to allow for the development of several personal storage warehouses on the parcels. Skyview Ridge is a subdivision of state-owned school trust land on the south side of W Wicks Lane near Skyview High School. The property was annexed and a master zoning plan approved in 2008. Since 2008, there have been no developments on the property. The state must approve a development through a long-term lease-process. State school trust lands are generally never sold but rather leased long-term. The site is in an area with Eagle sandstone formations that are shallow and do not drain well. Excavations for utilities, footings, foundations as well as providing for storm water management will be very challenging on this site. A major electric substation, two wireless communication towers, the city's 800 Mega-hertz radio tower (public safety communications), and two water utility pumping stations are located nearby, as well as high-tension power lines traverse near the property. The lots were originally zoned Residential Multi-family-Restricted. In the 2021 update, the state requested this area to be designated NX3 as the corollary zone district.

The proposed zoning of CMU2 matches the current zoning of lots to the east and north. Lots in Skyview Ridge, 1st Filings at the intersection of W Wicks Lane and Governor's Boulevard to the east are currently zoned CMU1. These lots to the east have sandstone outcroppings (See Zoning and Site Photos attachment) and share a property boundary with lots zoned NX2 to the south. The CMU2 zone district is intended for larger parcels that are separated from residential zones by a street or other demarcation that allows sufficient separation to diminish impacts on neighborhoods. The CMU2 zone appears to fit the criteria for this location. The zone district has building and siting standards that will need to be met - even for personal storage buildings. For example, the primary structure will need to be within the build-to area, cover at least 50 percent of the front lot line and have 65% of the front facade in doors and windows as measured between 2 ft and 8 ft above grade (Section 27-406). The zoning code also has use standards for personal storage warehousing that does not allow exterior overhead doors to face street frontages, requires units that have direct exterior access to be at least 100 feet from the front or side street property lines, requires a maximum "facility" size of 3 acres and the security fencing to be behind any required landscaping area (Section 27-1006.C).

Personal storage warehousing is an expanding business in the community. This is not a high value investment in property, but does provide a necessity for people who may be moving, downsizing, or just need extra space not available at their residence. There are over 10,000 personal storage units within the greater metropolitan area of Billings, including outdoor storage (boats, RVs, campers), personal storage units and climate-controlled units. The regional market for Billings is much larger than other cities with a similar population. Billings supports a retail and service market much larger than is needed by the residents of the city due to this market's reach (~400 radius miles). Self-storage unit properties may experience some crime and vandalism that is not applicable to other businesses. Many secure storage facilities invest in screening customers, surveillance cameras, good exterior lighting, security fencing and security companies to provide response to any alarm systems. Daily traffic to and from these facilities tend to be low - about 8 trips per day per acre of storage. For a 3-acre storage facility, it is about 24 traffic trips per day. Twenty-four trips per day is what three apartments would generate on average.

Planning staff recommended approval based on the proposed findings of the zone change review criteria. The Zoning Commission concurred with this recommendation. The location is on an arterial street and will be separated by at

least a street from any existing or future residential development in Skyview Ridge. The challenging conditions of the site make the proposed zoning and use of the property compatible with the existing area. The townhomes, high school, church and assisted living facility on the north side of W Wicks Lane are separated from the proposed use. The existing traffic on W Wicks Lane at this location is not high volume (about 5,500 trips per day) for an arterial. The multi-use path on the Wicks Lane frontage is already installed.

## **STAKEHOLDERS**

The applicant conducted a pre-application meeting on January 25, 2024, at the Lake Hills Golf Course clubhouse. No surrounding owners attended the meeting.

Planning staff prepared the mailed notice to the surrounding owners, published the legal ad, posted the property and placed a synopsis of the application on the Current Zoning Applications' web page. Planning staff received no public comments in writing or by telephone before the preparation of the report to the Zoning Commission. The Zoning Commission received several emailed letters of comment just prior to the public hearing. These are included as an attachment.

### **Zoning Commission hearing March 5, 2024**

The Zoning Commission held its hearing and received the staff report and recommendation for approval of Zone Change 1046. The applicant's agent, Taylor Kasperick of Performance Engineering, provided testimony in favor of the zone change request. He stated the property is owned in trust by the state and so only leases of the land are made to prospective developers. He stated they are working with a potential lessee that is in the business of building and managing personal storage warehousing. He stated the lessee chose this parcel due to its proximity to the power substation, the power lines and wireless antennae, since this location was not desirable for multifamily development as it is currently zoned. He stated the zone change to CMU2 would allow this development. He stated the development would be in compliance with the general and specific standards for personal storage in the zone. Those standards include structure facade requirements for the buildings that face Wicks Lane, street frontage landscape and bufferyards around the facility. He stated in addition, each facility (there will be two) for personal storage cannot exceed three acres. He stated that as Billings is built more densely and with more multifamily units, people need places to store some of their extra belongings. He stated the owner has one development for storage already built, but it is outside any zoning district in the County. He stated this facility would look much different with the requirements of the zoning and development code in the city. He stated they have heard concerns about traffic generated from the development. He stated according to industry manuals, a multifamily development would generate 4.5 trips per unit per day. He stated a personal storage warehouse would generate about 8 trips per day for each 100 storage units. He stated any residential development would generate much more traffic than a storage facility.

Mr. Kasperick stated there will be additional land that can be used for other uses - about 2.5 acres - after both facilities are constructed. He stated this additional land would likely be at the south end of the property with access off Targhee Avenue. He stated uses that could be allowed on the CMU2 that are not desirable - such as a bar or casino - could not be located on the property due to the proximity to the school Skyview High School), a church and to residential zones. He stated the soils on the property are very challenging and would not support any type of multifamily development. He stated the lessee and the DNRC staff believe this first development may be the catalyst needed to move more development on to the trust land.

Commission member Greg McCall asked about the lot layout. Mr. Kasperick stated there is a pending minor subdivision that will create 2 lots with the property boundary running north to south from W Wicks Lane to Targhee Avenue. He stated the city will allow one shared access onto W Wicks Lane as a temporary access point until Targhee Avenue can be built. Commission member Beau Mulvaney asked whether the storage would include boats or RVs. Mr. Kasperick stated the plan does not include outdoor storage. Chairperson Dan Brooks stated there were some late emails from the school district employees, and he was wondering whether those suggestions for donation of land to the schools or the city are under consideration. Mr. Kasperick stated he was not aware of those discussions. Commission member Dave Goss stated that as a federal employee that also works with trust lands, it is difficult to donate or sell trust land. For federal trust land, it takes an act of Congress.

Mr. Ed Hostettler of 1305 Nutter Circle stated he expected Project ReCode to put a stop to these constant zoning changes. Planning staff explained that Project ReCode tried to place the appropriate zone in the map update, but it was not a perfect process and changes will continue to occur. He stated he was concerned about any interference with traffic on W Wicks Lane since most of the Inner Belt Loop traffic would be coming this way. He stated his concern is not with the generation of new traffic, but with the potential conflict with the existing traffic. He stated both the high school and the church generate a lot of traffic on Wicks Lane already. He stated there are 8 storage facilities in the Heights already and 48 in the City of Billings. He stated there appears to be quite a lot of storage already. He stated the CMU2 zoning is not compatible with the zoning to the north with Public zoning for the high school and neighborhood zoning for the townhomes.

Linnea Forseth of 1056 Picador Way testified with concerns and questions about the proposed development. She stated her home is right across the street from the property, and she is concerned about commercial uses across the street. She stated she believes the highest and best use of property is to support families in Billings of all incomes. She stated while she waited for the hearing to start she looked up the existing storage development for this lessee - Beehive Storage. She stated what she found about the existing development is concerning. She stated the existing facility has a billboard-sized over-lit sign. She stated she has concerns about how stormwater would be handled and how that compares with a residential development. She stated she was concerned about how the development would affect the nesting osprey near the property. She stated she was concerned about the multi-use path and how pedestrians and bicyclists would be affected by the development.

Mr. Kasperick provided rebuttal comments and answered questions. He stated the lessee here would be required to build a sign in conformance with the zoning of CMU2. He stated the existing sign in the county would not be allowed on the property. Planning staff gave details of what types and the sizes of signs that would be allowed by zoning. Mr. Kasperick stated the owner would have to follow all the standards for building in the CMU2 zone district including putting the fence inside the landscape bufferyard, and ensuring that any security lighting would not trespass onto adjacent property. He stated the stormwater management would be based on a geotechnical report that is currently underway. The results of the study are not yet available, but it appears from preliminary results stormwater could be handled on site. He stated this is the first he has heard about an osprey nesting site. Ms. Forseth clarified the nesting platform is on or near the Northwestern substation. Mr. Kasperick stated he would find out more. He stated the development of the first facility would start on the eastern side of the property away from any nesting site. He stated the multi-use path would not be affected other than to install a driveway across it at a location dictated by City engineering.

Chairperson Dan Brooks closed the public hearing. Mr. Goss stated he was recusing himself from the debate and vote as he has a conflict of interest as a federal employee who has negotiated leases with the DNRC for facilities on state trust land in Billings. Greg McCall stated he understands the concerns about the zoning across from the existing neighborhoods but the zoning designation for NX3 does not make sense on this property. He stated as a developer he has looked at these state trust parcels for developments and the cost of installing water and sewer in this type of soil (Eagle Sandstone) is astronomical compared to the development potential. Andy Megorden made a motion to recommend approval and adoption of the findings of the 10 review criteria for Zone Change 1046. The motion was seconded by Greg McCall and was approved on a 4-0-1 vote.

## **ALTERNATIVES**

The Zoning Commission may:

- Recommend Approval of the Zone Change and adopt the findings of the 10 review criteria for Zone Change 1046; or,
- Recommend Denial of the Zone Change and adopt different findings of the 10 review criteria for Zone Change 1046; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the application.

The Zoning Commission is required to make a recommendation to the City Council on this application for zone change. The application will not proceed to the City Council without a recommendation. The applicant has not requested a delay or withdrawal of the application.

## **FISCAL EFFECTS**

Approval or denial of the proposed zone change should not have an effect on the Planning Division budget.

## **SUMMARY**

The City Council shall consider the findings of the 10 review criteria as recommended by the Zoning Commission prior to making a decision on Zone Change 1046:

1. Is the new zoning designed in accordance with the Growth Policy?

The proposed zone change is most consistent with the following guidelines of the 2016 Growth Policy:

**Prosperity** (promoting equal opportunity and economic advancement)

- Predictable, reasonable City taxes and assessments are important to Billings' taxpayers
- A diversity of available jobs can ensure a strong Billings' economy
- Successful businesses that provide local jobs benefit the community
- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
- Retaining and supporting existing businesses helps sustain a healthy economy

The proposed zoning would allow an existing business to expand to this location. The prospective lessor is HS Management, LLC, that currently runs and is expanding "Apple Storage" on Lincoln Lane. The owner (DNRC - State of Montana) is requesting the zone change on behalf of the lessor. The Growth Policy encourages prosperity by supporting local business needs for expansion. The Policy also states support for retaining and supporting existing businesses as this helps to sustain a healthy economy. Approval of the zone change will allow an existing business an expansion opportunity.

2. Is the new zoning designed to secure property from fire and other dangers?

The new zoning (CMU2) requires minimum setbacks, open and landscaped areas and building separations, which creates security from fire and other dangers. The new zoning, as do all zoning districts, provides adequate building separations. Any new structures would comply with the building code and other development codes in Billings intended to keep places safe.

3. Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety are promoted by the proposed zoning. This is not unique to the CMU2 zone, but instead is promoted by all adopted zoning districts within the City of Billings. The site and structure regulations found in 27-406 for the CMU2 district promote the minimum standards to ensure public health and safety and promote general welfare. The proposed zoning of CMU2 will allow the state to lease this land to an existing business and build new storage warehousing. The new construction will comply with the zone district standards. The approval of the zone change should not have negative affects on public health, safety and welfare given the existing conditions and site requirements.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

**Transportation:** The proposed zoning itself will not increase the traffic at this location. Any traffic increases will be minor compared to the existing traffic on W Wicks Lane. City Engineering will require advance discussion on access to the parcels before any development is approved. Wicks Lane already has a multi-use path developed on this side of the right of way and public sidewalk on the north side.

**Water and Sewer:** Water and sewer, if needed, will be provided by the City of Billings. There are no anticipated impacts related to these services on the proposed personal storage warehousing.

**Schools and Parks:** Schools and parks should not be negatively affected by the proposed zoning. These uses are impacted through additional residential development. This is a commercial development, therefore there are no identified concerns for parks and schools.

**Fire and Police:** The subject property is served by city public safety services. The Police and Fire Departments were consulted and 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 CMU2 zone, like all zones, requires minimum setbacks to allow for adequate separation between structures and adequate light and air. The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. Any new construction will have to comply with these rules.

6. Will the new zoning effect motorized and non-motorized transportation?

Traffic generation will depend on the size of the facility (maximum is three acres per facility). The likely number of daily trips to the facility is small and W Wicks Lane is a principal arterial. Principal arterial streets, even with high volumes of traffic, are designed to carry the maximum traffic. Traffic counts in this area are estimated to be about 5,500 vehicle trips per day. High school traffic is not included in these numbers as counts are taken when school is not in session. High school traffic has at least two ways out onto W Wicks Lane - High Sierra Blvd and Fantan St. Traffic twice a day during school hours can become congested. Fantan and W Wicks Lane is an all-way (3 legs) stop. High Sierra and W Wicks Lane is also a three-way stop controlled intersection. The addition traffic will not likely impact either daily traffic or high school traffic.

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. Existing CMU2/CMU1 zones are located to the east. The subject property will be separate from residential uses by at least a street width. Additionally, site and landscape requirements of the CMU2 district will promote compatibility specifically by requiring a landscaped buffer for the use and adjacent to other zones with different uses.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

This is a suitable use for this parcel of land and the zoning is appropriate in this situation. The difficult soils make the existing zoning for higher density multifamily uses unlikely or cost-prohibitive. The proposed zoning and use for personal storage warehousing will allow some use of the property.

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. Due to the existing uses and established zones to the east, west and north, the proposed use should not impact the value of these buildings. New construction tends to increase property value. The CMU2 building and siting requirements will help conserve the value of any surrounding property.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning will encourage an appropriate commercial use that will be separated from any existing or future residential uses. This is an appropriate use of the land.

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### **Attachments**

ZC 1046 Zoning Map and Site Photos

ZC 1046 Chart of Zoning History

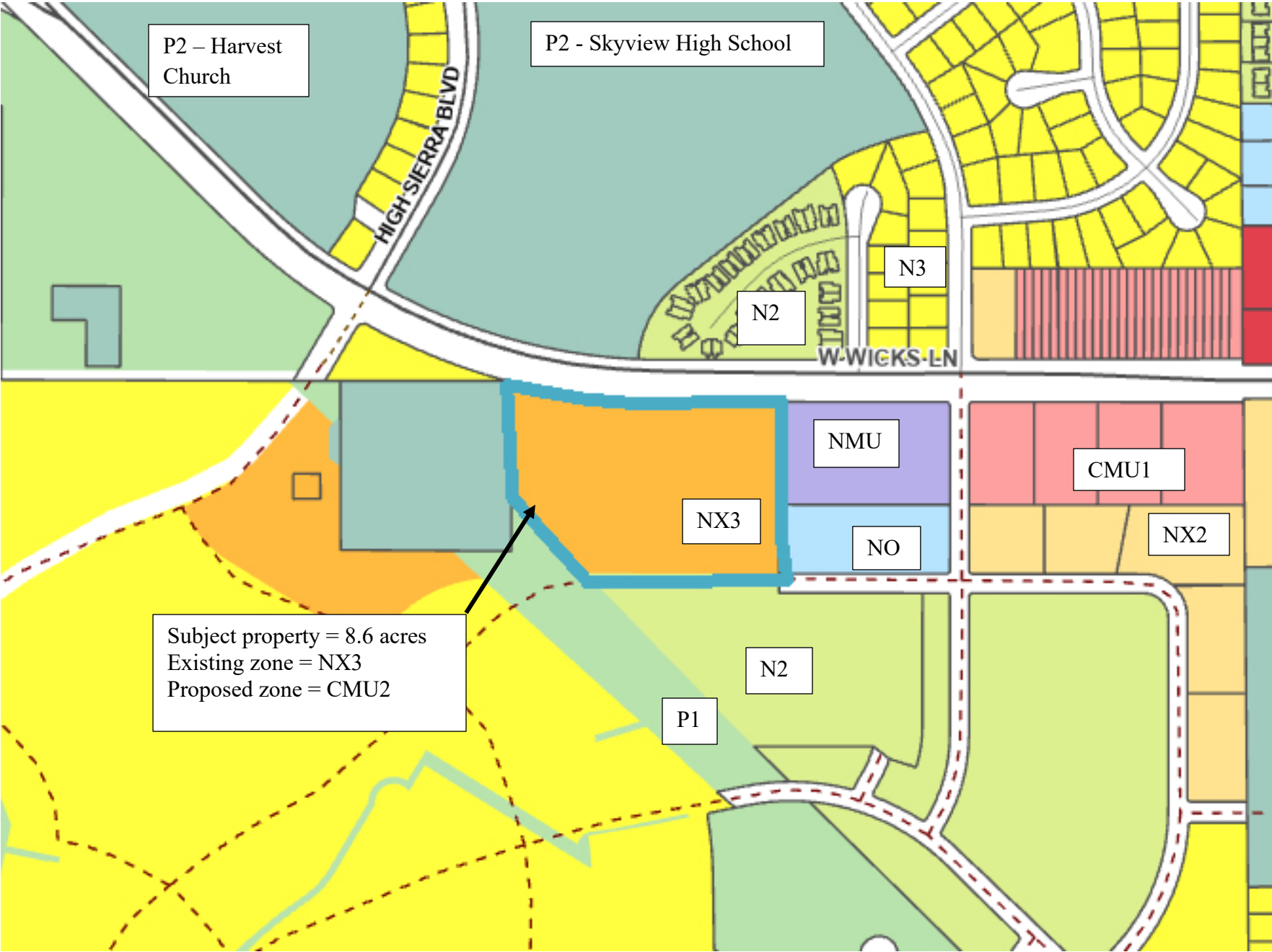
ZC 1046 Pre app information

ZC 1046 Application and Letter

Public Comments ZC 1046

Ordinance ZC 1046

City Zone Change 1046 – 1202 W Wicks Lane – NX3 to CMU2  
Zoning Map and Site Photos



Subject Property





Subject Property – view south from W Wicks Lane



View south east along W Wicks Lane



View south and west from W Wicks Lane



View north across W Wicks Lane – Skyview High School



View north and east across W Wicks Lane



View north and west across W Wicks Lane

Zoning History for City ZC 1046 – 1202 W Wicks Lane – NX3 to CMU2

| <b>SUBJECT PROPERTY</b>     | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>                                             | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                                                      |
|-----------------------------|--------------------|-------------|--------------------------------------------------------|-----------------------|-----------------------------------------------------------------------------|
| Skyview Ridge Subdivision   | <b>City ZC 788</b> | 12/5/2006   | A to CC, NC, RP, RMF-R, R60, R70, R70R, R96 and Public | Withdrawn             | Zone districts updated 2021 to CMU1, NMU, NO, NX3, NX2, N2, N3 and Public 1 |
|                             | <b>City ZC 814</b> | 7/23/2007   | R96 to R70R, R60, RMF-R, RP, NC, CC and Public         | Yes                   |                                                                             |
| <b>SURROUNDING PROPERTY</b> | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>                                             | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                                                      |
| Fantan and W Wicks Ln       | City ZC 496        | 4/28/1986   | R96 to CC                                              | No                    | 2021 update to N3                                                           |
| Fantan and W Wicks Ln       | City ZC 516        | 8/24/1987   | R96 to NC                                              | No                    |                                                                             |
| Governor's and W Wicks Lane | County ZC 16       | 7/9/1974    | R96 to CC                                              | Yes                   | 2021 updated to CMU2, CMU1, NMU, NO and NX2                                 |



608 North 29<sup>th</sup> Street, • Billings, MT 59101 • (406) 384-0080

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## Lots 1 and 2, Skyview Ridge Subdivision, 2<sup>nd</sup> Filing

### Zone Change Neighborhood Meeting Notes

The meeting was noticed on January 18, 2024 and was held beginning at 5:30 PM on January 25, 2024 at the Lake Hills Golf Course's upstairs meeting area. The meeting was hosted by Taylor Kasperick of Performance Engineering (Agent), however no interested parties attended the meeting. No other correspondence, either via email, letter, or phone, was received by Performance Engineering. Taylor Kasperick remained at Lake Hills Golf Course until approximately 6:00 PM to see if there were any attendees that may have been coming late to the meeting, but no one attended.

In the time between sending notice to neighbors within 300' of the subject properties and the neighborhood meeting, it was contemplated to switch the proposed zoning from CMU-1 to CMU-2 provided the large lot sizes of the subject property. As stated in the zoning code, this was deemed appropriate by the owner and proponent as 1) the zoning code describes CMU-2 as "CMU2 differs from CMU1 as it is meant to accommodate larger-scale commercial, warehouse-style buildings, and other uses in multiple buildings on larger, deeper parcels along corridors." This description is in line with the proposed property boundaries of the subject parcels. In addition, as the subject properties slope consistently from west to east, it is likely that buildings on Lots 1 and 2 will need to be stepped and or broken up (i.e., multiple buildings) which will make it more difficult to meet the front lot line coverage of CMU-1 (65%) as opposed to CMU-2 (50%).

**CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)**

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: NX3 - Mixed-Residential (Large scale multi-family)

2. Written description of the Zone Change Plan including existing and proposed new zoning:

The proposed zone change is proposed to change from NX3 (high density residential) to CMU-2 (Corridor Mixed Use).

3. Legal Description of Property:

The legal description of the property is the proposed Lots 1 and 2 of Skyview Ridge Subdivision, 2nd Filing. The property is a portion of an unplatted tract just west of Skyview Ridge 1st Filing.

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

Yes, Heights Task Force

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application

6. A brief synopsis of the meeting results including any written minutes or audio recording.

please attach to on line application

7. The undersigned affirm the following:

1) The pre-application neighborhood meeting was held on the 25th, day of January 2024.

2) The zone change application is based on materials presented at the meeting.

**Owner (s):**

State of Montana Department of Natural Resources Telephone: 406-247-4401

**Address:**

1625 Eleventh Avenue, Helena, MT 59601, Email: jholzwarth@mt.gov

**Agent (s):**

Taylor Kasperick, Performance Engineering Telephone: 406-384-0080

**Address:** 608 N 29th Street, Billings, MT, 59101 Email: taylor@performance-ec.com

Complete this form and upload to your on-line Zone Change application

**CITY ZONE CHANGE APPLICATION FORM**

**CITY ZONE CHANGE**

Billings Zone Change # 1046 Project # P2x-24-00056

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the **City of Billings** Zoning Regulations.

Present Zoning NX3 - Mixed-Residential (Large scale multi-family)

Proposed Zoning: CMU2: Corridor Mixed Use 2

PARCEL TAX ID# X00427 CITY ELECTION WARD 2

Legal Description of Property: The legal description of the property is the proposed Lots 1 and 2 of Skyview Ridge Subdivision, 2nd Filing. The property is a portion of an unplatted tract just west of Skyview Ridge 1st Filing.

Address or General Location (If unknown, contact City Engineering): 1202 Wicks Lane West

Size of Parcel (Area square feet or acres): 8.606 acres

Present Land-Use: Vacant

Proposed Land-Use: Commercial Mixed Use

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s) State of Montana Department of Natural Resources

(Record Owner)

1625 Eleventh Avenue, Helena, MT 59601,

(Address)

406-247-4401

(Phone Number)

jholzwarth@mt.gov

(email)

Agent(s): Taylor Kasperick

(Name)

608 N 29th Street, Billings, MT 59101

(Address)

406-384-0080

(Phone Number)

taylor@performance-ec.com

(Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: Joe Holzwarth Date: 02/01/2024

(Record Owner – Digital Signature Allowed)



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## Lot 1 and 2 of the proposed Skyview Ridge Subdivision, 2<sup>nd</sup> Filing. Zone Change Written Statement

1. Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.

Essential Investments - The proposed project is fronted by Wicks Lane within the City of Billings. Within Wick Lane, there is existing water, sewer, and stormwater infrastructure that is readily available to serve the property, making development of this property an in-fill development limiting investment by the City to facilitate the development.

Place Making/Community Fabric - As is the underlying intent within the City's zoning code, development of the property as a Corridor Mixed Use property will help promote a comfortable, walkable piece of property. It is also appropriate for the zone change provided a mixed use commercial zoning is being proposed on a principal arterial roadway in Wicks Lane.

Strong Neighborhood - The proposed change to a CMU2 district is appropriate to allow for commercial development on principal arterials (high traffic volumes and speeds) rather residential developments, which promotes a strong neighborhood of having commercial uses adjacent to residential development on lesser traveled roadways.

2. Explain how the proposed project meets the 10 zone change criteria.
  - a. Is the new zoning designed in accordance with the growth policy?  
The proposed zone change is in accordance with the growth policy, which promotes development of commercial and mixed use facilities on major roadways, including Wicks Lane.
  - b. Is the new zoning designed to secure from fire and other dangers?  
Existing fire hydrants are located within Wick Lane West, and any development will be reviewed by the City of Billings at time of master site or building permit review to ensure that, if necessary, private fire hydrants are installed to secure from fire and other dangers.
  - c. Will the new zoning promote public health, public safety, and general welfare?

The new zoning is in accordance with the zoning code and growth policies which were established to promote public health, safety, and general welfare.

**d. Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements?**

The subject properties will be served by existing water, sewer, and road systems. As a commercial property, it is not anticipated the proposed zoning will impact schools, parks, or other public requirements.

**e. Will the new zoning provide adequate light and air?**

The proposed zone change will have minimal impact on light and air in the surrounding area. The required landscaping within the proposed CMU2 district will allow for adequate lighting and air for the property and surrounding area. Any improvements to the land must adhere to the zoning requirements for lighting laid out by the City's Zoning Code which directly addresses open areas and light.

**f. Will the new zoning affect motorized and nonmotorized transportation?**

As the zone change will convert vacant lots to public development, additional community members will travel to the area creating an impact on the motorized transportation in the area. The large number of existing and proposed sidewalks and multi-use trails in the area leading to popular residential areas, nearby parks, and schools within the Height's will also help mitigate additional unnecessary traffic.

**g. Will the new zoning promote compatible urban growth?**

The proposed CMU2 zoning will promote compatible urban growth by constructing a commercial or mixed use facility on an existing principal arterial rather than on lesser roadway (collector, local). This allows for decreased traffic on urban roadways that are utilized for residential or neighborhood uses.

**h. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?**

The subject properties slope consistently from west to east. It is anticipated development of the property will necessitate a stepped building or multiple buildings to meet the "build-to" requirements of the zone district which is required to promote a comfortable walking environment and activate the lot frontage.

**i. Will the new zoning conserve the value of buildings?**

The new zoning will conserve the value of buildings in the area by providing a community benefit to the surrounding neighborhoods and community. In addition, development of the property as a commercial or

mixed use facility will develop a piece of ground that has remained vacant and not previously been developed or utilized.

**j. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?**

As the subject properties are considered infill, the development of the land in conjunction with this zone change will provide the most appropriate use of the land, changing readily developable land from vacant to occupied.

**3. Does the new zoning fit with the existing or planned developments within the area?**

The new zoning fits well with the overarching master plan for Skyview Ridge Subdivision. As previously displayed in the Subdivision Improvement Agreement for Skyview Ridge Subdivision, 1<sup>st</sup> Filing, the areas adjacent to Wick Lane West were originally contemplated for commercial, neighborhood mixed use, and high density residential. This Master Plan was prepared prior to the current zoning code, which currently pushes to have commercial districts located on arterial and collector roadways, which this proposed zone change accomplishes.

**From:** [Amy Remsberg](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] No storage unit  
**Date:** Tuesday, March 5, 2024 7:46:03 PM

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I know this is later than the meeting; however, I would be remiss if I didn't write to tell you that I am against a storage unit on wicks near Skyview. This will change the aesthetic and make air more commercial in a suburb area.

Thank you,

Amy Remsberg Pincock

**From:** [Erik Neva](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] Re-zoning  
**Date:** Tuesday, March 5, 2024 12:38:11 PM

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have lived in the Copper Ridge development for about 7 years. Every year the traffic has become worse and worse. If there is a 450 unit development west of 70<sup>th</sup> street West it would completely change this entire area and make traffic unbearable.

Please reconsider this, we have a reasonably quiet neighborhood now and I really don't want it to change. thank you, Erik Neva

**From:** [John Felton](#)  
**To:** [Berns Brenda](#); [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] city zone change 1046 - public input  
**Date:** Tuesday, March 5, 2024 11:22:59 AM

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I have lived at 1614 Morocco Dr, Billings, MT 59105 since March 1996. Over those years, the neighborhood has added hundreds of homes, but there is still limited access in and out of hte neighborhood, which includes large traffic flows related to Skyview High School and Harvest Church, in addition to the thousands of people who live in the area.

I oppose the proposed zoning change for two primary reasons:

1. The increased traffic on Wicks Lane will cause an already difficult traffic flow situation to get worse. The only traffic control west of Governors Blvd. on Wicks Lane are two three-way stops, which are very backed up during transit to and from the high school and the church. If there is access off of Governors Blvd. south of Wicks, the congestion at Castle Rock Middle School will also be exacerbated.
2. A storage facility will have to be lit for safety, which will negatively impact the quality of life for residents, as well as requiring 24 hour access which will create more road noise.

This is a residential area that will be hurt by hte expansion of space into more commercial space, especially those that include 24 hour commercial activities.

Thank you.

John Felton  
1614 Morocco Drive  
Billings, MT 59105  
[johnfelton1958@gmail.com](mailto:johnfelton1958@gmail.com)  
406-670-2664

**From:** Josh Benson <[joshbenson@outwestgaming.com](mailto:joshbenson@outwestgaming.com)>  
**Date:** March 5, 2024 at 12:20:00 PM MST  
**To:** [CromwellN@ci.billings.mt.us](mailto:CromwellN@ci.billings.mt.us)  
**Cc:** Rachel Kline <[rachelkline@outwestgaming.com](mailto:rachelkline@outwestgaming.com)>  
**Subject:** Letter of opposition

Nicole,

Please consider this email a letter of opposition to approve the zone change which would allow a storage unit along Wicks. I personally feel that adding storage units across the street from Skyview would be an eye soar and is inconsistent with the areas current use. Wicks has the potential to be something very special for the Heights and I would hate to see that land be used for large warehouses. There are two schools (one of them is directly across the street) as well as neighborhoods that are at risk of losing their appeal. A storage unit doesn't seem consistent or attractive for the neighborhoods literally across the street. If the storage unit(s) were moved back a bit and kept directly off Wicks, it would save the neighbors from having a warehouse across their street and likely preserve value as well as set a more attractive and appropriate trend for other developers as this land gets built out.

Respectfully,

*Josh Benson*

Outwest Gaming|Managing Partner

O: 406.656.1934|C: 763.607.3400

2701 Gabel Road

Billings, MT 59102

**From:** [Leia Bushman](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] Heights storage  
**Date:** Tuesday, March 5, 2024 3:18:24 PM

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Hello,

I am writing to express my concern about the proposed storage unit to go in across the street from Skyview High School. I believe in growing businesses, and want to support local owners. However, the Heights has been a part of town that has been neglected as far as up and coming, exciting new businesses goes. All the new restaurants, shopping, activities has gone in on the far Westend of town. Now the new connection between the Heights and the Westend is nearing completion, which could draw new businesses that provide desirable services for our Heights community. This proposed area could be huge for new restaurants, grocery stores, and other shopping. There are plenty of areas just outside of town that would be good for a storage unit. Please don't allow this prime location be taken and future use hindered due to a storage facility.

Thank you for your time and effort to hear the concerns of the Heights residents.

Sincerely,  
Leia Bushman

**From:** [Megan Shimamoto](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] Heights Zone Change  
**Date:** Tuesday, March 5, 2024 11:29:48 AM

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Good Morning,

I would like to comment about the proposed zoning change to put a storage facility near Wicks and Skyview. Over the years, the City of Billings has put millions of dollars into developing Skyway Drive and the upcoming Inner Belt Loop. Much time and attention was placed to ensure the development of those roads kept the natural beauty of the surrounding areas as much as possible. If this proposed zoning change for a storage facility is approved, all the time and dollars to keep the natural beauty will have been wasted. The storage units would be an eyesore to the already overcrowded area.

As a homeowner in the heights, I want support to business growth, but keep it to the areas that are already zoned for business and keep it out of the residential areas.

Sincerely,

Megan Shimamoto  
1875 Gleneagles Blvd.

**From:** [Nikki Ecker](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] Storage Facility  
**Date:** Tuesday, March 5, 2024 12:57:18 PM

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I am reaching out in regards to the proposed Storage Facilities going in on Wicks by Skyview. The mission statement of the task force is partially "to improve quality of life and promote community spirit through the improvement"...

WHY is improvement in the Heights area constantly Storage Facilities/Gas Stations/Banks/Car Wash/Casino's? How do these things promote community spirit or improve the Heights community? It has become a running joke that every time something new is being built in our area, that it is one of the 5 facilities that I mentioned. There are homes, schools, and churches in this area. Surely the land could be used in the future for something that can have a better fit? Something that actually promotes community spirit? Something that would fit in with the residential homes and schools in the area.

My family is from out of the state. When they drive up through the Heights, they always comment on how many banks/casino's/car washes there are. Limited restaurants, limited family services. The West end has been building up different areas for years. Making things more welcoming, and adding variety. Do we really need to add a storage facility around our High School and Middle School? Around a neighborhood? That does NOT read community. It does not bring in community spirit. It literally reads that we sell our land for money, and we do not care of the eye sore that we place by neighborhoods. We don't care that we are telling our students that we feel a utility for storage is more important than bringing in something useful for families and students in the immediate areas. We need to allow new and fresh expansion that FITS into the community surroundings. A storage facility that brings with it outsiders as well as theft? That is what fits into this area? We (our family) are now on our 3rd Storage Facility in 10 years because we've had our belongings stolen. Even with security at our facilities. These places are a magnet for theft. Yes, they serve a purpose. But do we really think this area NEEDS a storage facility? That is not going to promote community. It will just blend in with the rest of what has gone on in the Heights.

--

*Nikki D Ecker*  
Study Hall Room 121  
[Skyview High School](#)  
**406-281-5222**  
***LOYAL TO ROYAL***

ORDINANCE 24-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION for proposed  
Lots 1 and 2 of Skyview Ridge Subdivision, 2<sup>nd</sup> Filing, BE  
AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1. RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Sections 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

**Section 2. DESCRIPTION.** **Proposed Lots 1 and 2 of Skyview Ridge Subdivision, 2<sup>nd</sup> Filing,** is presently zoned **Mixed Residential 3 (NX3),** 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 **proposed Lots 1 and 2 of Skyview Ridge Subdivision, 2<sup>nd</sup> Filing,** is hereby changed from **Mixed Residential 3 (NX3),** to **Corridor Mixed Use 2 (CMU2),** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Corridor Mixed Use 2 (CMU2),** 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 25<sup>th</sup> day of March, 2024.

PASSED, ADOPTED and APPROVED on second reading this 8<sup>th</sup> day of April, 2024.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk

Zone Change 1046 – 1202 W Wicks Lane