

**\*\*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.

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

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."

**REVISED 5.20.24**  
**Regular Agenda Item 5, a revised version of the attachment was added**

**CITY COUNCIL**  
**REGULAR BUSINESS MEETING**

**AGENDA**  
**MAY 28, 2024**

**COUNCIL CHAMBERS**

**5:30 P.M.**

**CALL TO ORDER:** Mayor Cole

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Councilmember Boyett

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

**MINUTES:** May 13, 2024

**COURTESIES:**

**PROCLAMATIONS:** Scleroderma Awareness Month - June

**COUNCIL REPORTS:**

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

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

**SPECIAL PRESENTATION:** Thorne Run

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

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

1. Tourism BID Board - Billings Hotel and Convention Center (BHCC).

B. **Bid Awards:**

1. W.O. 20-13: King Avenue West and 36th Street West Traffic Signal Improvements. (Opened 5/7/24) Recommend Montana Lines, Inc.

2. W.O. 24-24: Voelker Pump Station Pressure Reducing Valve. (Opened 5/7/24) Recommend COP Construction, LLC.

C. **Amendment No. 1, W.O. 24-01, Contract 2: 2024 Sewer Main Replacement; Morrison-Maierle, Inc.**

- D. **Contract** with Signal of Montana for Library Security Services.
- E. **Purchase** of FY25 Solid Waste Refuse Trucks from SWS Equipment, LLC.
- F. **Declaring Surplus Property** and authorizing the sale of 300-gallon waste containers to the City of Powell, Wyoming.
- G. **2024 High Intensity Drug Traffic Area (HIDTA)** award from the Executive Office of the President, Office of National Drug Control Policy.
- H. **Donations** to Code Enforcement for Graffiti Reward Fund from various donors.
- I. **Donations** in support of the "Mobilize the MAGIC City" project from various donors.
- J. **Easement** from Billings Public Schools for the Rose Park Trail.
- K. **Preliminary Minor Plat** of Broso Valley Park Subdivision, 2nd Filing. \*Quasi-Judicial
- L. **Preliminary Minor Subsequent Plat** of Les Schwab Subdivision. \*Quasi-Judicial
- M. **Final Plat** of Annafeld Subdivision, 5th Filing. \*Quasi-Judicial
- N. **Resolution** authorizing the sale and prescribing the form and terms for the Expanded North 27th Street Refunding Bonds.
- O. **Second/Final Reading Ordinance** amending BMCC, Sec. 24-426 Permit for Loading and Unloading by Backing to Curb and Sec. 24-431 Permit for Curb Loading Zones.
- P. **Bills for the Weeks of:**
  - 1. April 22, 2024
  - 2. April 29, 2024

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

**REGULAR AGENDA:**

- 2. **PUBLIC HEARING AND RESOLUTION** adopting Solid Waste Collection, Disposal, and Landfill Fees for Fiscal Year 2025. Staff recommends approval.
 

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution adopting Solid Waste Collection, Disposal, and Landfill Fees for Fiscal Year 2025, as recommended by staff.
- 3. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1041:** text amendments to the zoning regulations to comply with the elements of SB 245, and adoption of the findings of the 10 review criteria. Zoning Commission recommends approval.
 

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1041, to the zoning regulations to comply with the elements of SB 245, and adoption of the findings of the 10 review criteria, as recommended by the Zoning Commission.
- 4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1047:** located on the west end of Rimrock Road in Copper Ridge Subdivision, 7th and 8th Filings. 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 1047 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.
- 5. **BID AWARD: W.O. 23-11: Downtown Two-Way Street Conversion,** including all Schedules with Alternate

Bs to Montana Lines Inc. Staff recommends approval.

**Recommended Motion:** I move to approve a bid award for W.O. 23-11: Downtown Two-Way Street Conversion, including all Schedules with Alternate Bs to Montana Lines Inc., as recommended by staff.

- 6. **MEMORANDUM OF UNDERSTANDING** with Yellowstone County for Short Term Detention Facility. Staff recommends approval.

**Recommended Motion:** I move to approve entering into the Memorandum of Understanding with Yellowstone County for Short Term Detention Facility, as recommended by staff.

**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:** 05/28/2024  
**Title:** Boards & Commissions  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Mayor Cole would like to notify the City Council of a board member change to the Tourism BID Board. Ron Spence who has served on the board since 2011 has submitted his letter of resignation to step off the Tourism BID Board due to his retirement from the Billings Hotel and Convention Center (BHCC) .

The opening of the seat will follow the entity, BHCC, from this time until the term expires on October 1, 2024.

It is the desire of the entity, BHCC, that co-owner, Jase Muri, serve the seat in the transition.

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

The Mayor is informing the City Council of the BHCC's designee, co-owner Jase Muri to serve in Ronald Spence's seat until October 1, 2024.

**STAKEHOLDERS**

N/A

**ALTERNATIVES**

Council may:

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

**FISCAL EFFECTS**

The proposed action has no financial impact.

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**City Council Regular**

**Date:** 05/28/2024  
**Title:** W.O. 20-13: King Avenue West and 36th Street West Traffic Signal Improvements  
**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. 20-13: King Avenue West & 36th Street West Traffic Signal Improvements to Montana Lines, Inc. in the amount of \$509,545.50.

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

W.O. 20-13: King Avenue West & 36th Street West Traffic Signal Improvements will install a traffic signal and associated improvements at the referenced intersection. The intersection was identified in the 2016 traffic signal priority update as warranted for the installation of traffic signal control based on existing traffic volume warrants. Delays on 36th Street West will be improved as well as pedestrian crossings of King Avenue West and 36th Street West. The improvements include a westbound right-only turn lane on King Avenue, curb extensions on the north leg of the intersection, intersection lighting, pedestrian accessibility ramps, miscellaneous sidewalk, concrete curb and gutter, and other traffic control improvements. This project is part of the annual intersection capacity improvements.

The project was advertised on April 12, 19, 26, and May 3, 2024 in the *Yellowstone County News* and on the City's website. Bids were opened on May 7, 2024, and two bids were received. Montana Lines, Inc. submitted the lowest, responsible bid.

**ALTERNATIVES**

City Council may:

- Award a construction contract for W.O. 20-13: King Avenue West & 36th Street West Traffic Signal Improvements to Montana Lines, Inc. in the amount of \$509,545.50; or,
- Not award a contract and reject all bids. If the project is not awarded, the traffic signal and associated improvements will not be constructed.

**FISCAL EFFECTS**

The following bids were received:

| Contractor               | Bid          |
|--------------------------|--------------|
| Montana Lines, Inc.      | \$509,545.50 |
| Millenium Electric, LLC. | \$547,166.30 |

The project was budgeted in FY24 using Street Maintenance District #2 and Gas Tax funds. There are adequate funds to award the project.

**City Council Regular**

**Date:** 05/28/2024  
**Title:** W.O. 24-24: Voelker Pump Station Pressure Reducing Valve, Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that City Council award a contract for W.O. 24-24 Voelker Pump Station Pressure Reducing Valve to COP Construction, LLC, in the amount of \$312,900.

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

In order to utilize the West End Water Treatment Plant efficiently to enhance the long term resilience of the water system, a number of upgrades and projects were recommended in the 2023 City of Billing Water Master Plan. Adding a pressure reducing valve at Voelker Pump Station is a Master Plan recommendation and the project was planned in the FY24 CIP. The pressure reducing valve will allow the West End Water Treatment Plant to provide water to Zone 2 through the Voelker Pump Station if the current water plant is out of service or a water main break occurs. The project W.O. 24-24 Voelker Pump Station Pressure Reducing Valve will install the valve, piping, and associated electrical and controls.

The project was advertised on April 12th, 19th, 26th, and May 3rd, 2024, in the Yellowstone County News and on the City's website. Bids were opened on May 7th, 2024, and 5 bids were received. Cop Construction, LLC submitted the lowest responsible bid.

**ALTERNATIVES**

City Council may:

- Award W.O. 24-24 Voelker Pump Station Pressure Reducing Valve to COP Construction, LLC, in the amount of \$312,900; or,
- Do not award a contract and reject all bids. If the project is not awarded, the City will not have recommended resiliency in Zone 2 by having a connection from the West End Water Treatment Plant to Zone 2 through Voelker Pump Station.

**FISCAL EFFECTS**

The following bids were received:

| Contractor                           | Total Bid Price |
|--------------------------------------|-----------------|
| COP Construction, LLC                | \$312,900.00    |
| Western Municipal Construction, Inc. | \$368,503.40    |
| Askin Construction, LLC              | \$373,000.00    |
| Dick Anderson Construction, Inc.     | \$385,000.00    |
| American Mine Services, LLC          | \$401,418.00    |

The project was budgeted in FY24 using Water Funds in the amount of \$300,000. The shortfall will be obtained from savings achieved on the WO 22-45 Willet Pump Station project. There are sufficient funds to award the contract.

**City Council Regular**

**Date:** 05/28/2024  
**Title:** W.O. 24-01, Contract 2: 2024 Sewer Main Replacement Project, Contract Amendment No. 1 to Professional Services Agreement  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Template Contract  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council award a professional engineering services contract amendment for the construction contract administration of W.O. 24-01, Contract 2: 2024 Sewer Main Replacement, to Morrison-Maierle in the amount of \$373,004.

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

W.O. 24-01 Contract 2, 2024 Sewer Main Replacement will replace approximately 13,625 feet of existing sanitary sewer. The sewer mains being replaced with this project were selected based on age, video inspection condition assessment, root intrusion history, and sewer back up history. This project will replace sanitary sewer mains that are 100 to 120 years old made of clay tile. These sewer mains exhibit broken and cracked pipe and many sections need yearly root intrusion removal and maintenance. Generally, the sewer mains to be replaced or rehabilitated are located north of 6th Avenue North between North 30th Street and North 22nd Street. Some other isolated sewer main replacements are also included. The Morrison-Maierle initial contract for \$389,900 to perform the design and bidding portion of the project was approved by Council in July 2023 and the scope of work was completed. Contract Amendment No. 1 consists of performing the Construction Contract Administration and associated services for the project. These professional services include construction survey, materials testing, construction observation, construction contract administration, and project closeout. These services were scoped after the construction contract duration was known following the design and bidding of the project.

**ALTERNATIVES**

City Council may:

- Award W.O. 24-01, Contract 2: 2024 Sewer Main Replacement, Professional Engineering Services Contract Amendment No. 1 with Morrison-Maierle in the amount of \$373,004; or,
- Do not award Contract Amendment No. 1 with Morrison-Maierle. If this contract is not awarded, the construction project would be completed without construction management and inspection, which is not recommended.

**FISCAL EFFECTS**

The project was budgeted in FY24 using Wastewater Funds. There is sufficient budget to cover the \$373,004 contract amendment.

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**Attachments**

W.O. 24-01 Contract 2 Amendment 1

**AMENDMENT NO. 1**  
**TO**  
**PROFESSIONAL ENGINEERING**  
**SERVICES**  
**CITY OF BILLINGS W.O. 24-01: CONTRACT 2 –**  
**2024 SEWER MAIN REPLACEMENT**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2024, by and between the following:

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

and

Morrison-Maierle, Inc.  
315 N. 25<sup>th</sup> Street, Suite 102  
Billings, Montana 59101  
Hereinafter designated the Engineer

WITNESSETH:

WHEREAS, the City and Engineer have entered into a contract dated July 17, 2023 for Engineer to provide engineering services to the City for Work Order 24-01: Contract 2 – 2024 Sewer Main Replacement, 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 Engineer 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 is amended as follows:

Add the new phases and revise the following phases to include.

*TASK 000 - PROJECT MANAGEMENT*

Additional project management time through construction administration services.

*TASK 030 – SURVEY*

Construction phase survey services will consist of the following:

- Provide personnel, equipment, and supplies for construction layout and control.
- Construction layout shall include layout, measurements, lines, locations, and grades necessary to construct the sewer main replacement and associated appurtenances. Staking shall include centerline locations and offsets for the principal components of the work (manholes) and intermediate points at approximately 50 feet between principal components for the open-cut sewer main replacement areas. Staking of sanitary sewer services is not included.
- Survey shall reference and preserve all existing survey monuments and benchmarks. New monuments needed will be set for the project and will be shown on as-built drawings.

*TASK 039 – GEOTECHNICAL EVALUATION*

Quality assurance density tests, proctors, asphalt, and concrete testing are included in the construction materials testing scope up to \$47,300. Since actual geotechnical testing fees may vary based on the contractor's means and methods, the Engineer shall notify the City as construction progresses if an amendment will be required to cover additional QA expenses.

*TASK 050 – CONSTRUCTION ADMINISTRATION*

Construction administration will include the following tasks:

- Prepare four (4) copies of construction contract documents and distribute to Contractor and City.
- Schedule and hold a pre-construction conference prior to commencement of work at the site. Issue meeting minutes to Contractor and City.
- Take preconstruction photos or drone videos of proposed work areas.
- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide observation of construction for confirmation of general conformance with the drawings and specifications. Observation of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall include, but not be limited to, sewer

main, manhole, and service excavation, installation, and backfilling; CIPP work; subgrade preparation; gravel base course surface preparation; asphalt trench restoration; testing; and concrete pouring and finishing. A single RPR will observe mainline and service line installation. It is understood that the contractor may have more than one crew working simultaneously. The RPR will attempt to prioritize observation of most critical items. Observation, however, is not exhaustive for each crew as the RPR divides time among crews. Each daily review shall be documented in a permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to the City as requested during construction. Engineer will notify the City as soon as practical of contract problems or deviation from approved plans.

- Coordinate and administer weekly progress meetings for a 200-calendar day construction project to be attended by the Project Engineer.
- Coordinate with the public through the development and distribution of informational handouts once during construction.
- Prepare a weekly construction update email and project map showing work areas to include on the City's website or social media.
- This project is planned based on part time inspection of a construction contract time of 200-calendar days. The Construction contract allows for two (2) construction crews to work in separate project areas concurrently for the duration of the project. This project is planned for one (1) RPR at eight (8) hours per working day for 200 calendar days. Additional time for the RPR includes 20 hours of preparation, pre-construction conference meeting, and contract review and 20 hours for punch list items.
- Construction administration time includes project manager involvement up to 5 hours per week. If more time is required during construction, this will be communicated with the City's project manager. An amendment will be requested if construction administration time requires more than the 5 hours per week for the project manager.
- Coordinate with geotechnical subcontractor to interpret geotechnical test results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of all underground utilities.
- Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.
- Review shop drawings, samples, equipment, bypass pumping plans, traffic control plans, valve operation requests, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor as described in the construction contract.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare monthly and final pay estimates for construction and prepare contract administration forms monthly. These will be submitted in the City's approved format.
- Engineer shall provide City with geotechnical testing reports after construction.
- Prepare and recommend field orders and change orders when necessary due to conditions encountered during construction, or City requested

changes. Work resulting in contract overage will be processed by approved change orders using the City's standard format.

- Review CCTV post construction videos after services are reinstated. This review is limited to one initial review plus one review of repaired areas. If the repairs require more than one review, an amendment will be required to cover additional reviews.

### TASK 060 – CLOSEOUT

Closeout services will be provided as follows:

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

Appendix B, Section 1, Paragraph A is amended to include the following:

Add the following to the existing fee table.

|          |                             |    |            |
|----------|-----------------------------|----|------------|
| Task 000 | Project Management          | \$ | 7,380.00   |
| Task 030 | Survey                      | \$ | 26,148.00  |
| Task 039 | Geotechnical Evaluation     | \$ | 47,300.00  |
| Task 050 | Construction Administration | \$ | 259,560.00 |
| Task 060 | Closeout                    | \$ | 32,616.00  |

The total addition to the Contract by this Amendment is \$373,004.00.

|                      |                      |
|----------------------|----------------------|
| Original Contract:   | \$ 389,900.00        |
| Amendment #1:        | <u>\$ 373,004.00</u> |
| <b>Revised Total</b> | <b>\$ 762,904.00</b> |

The allocation of fees within the above tasks is for administrative purposes only and is not to be considered ceiling amounts for each task. The fees for each task can be shifted between tasks but the project total will not be changed unless by contract amendment.

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: \_\_\_\_\_  
City Council or Designee

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

ATTEST:

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

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



**City Council Regular Business Meeting**

**Meeting Date:** 05/28/2024  
**TITLE:** Library Security Contract with Signal of Montana  
**PRESENTED BY:** Gavin Woltjer  
**Department:** Library  
**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Library began contracting with a private guard service in 1999 to maintain safety for patrons, staff, and facility. Staff regularly opens the guard service contract for Request for Proposals and now seeks approval of a new agreement for Library guard service with Signal of Montana beginning July 1, 2024. The current agreement expires June 30, 2024.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the Signal of Montana contract, the firm chosen by the selection committee, for guard service for the Library (recommended), The presence of a uniformed security guard serves as a deterrent to violation of the Library's patron conduct policy and criminal activity. Many instances require the guard on duty to respond immediately, ranging from criminal activity to assisting or helping staff deal with patrons whose conduct violates Library policy. Private security guards limit the demand made by the Library on the time of sworn officers in the Billings Police Department to situations involving criminal acts. Further, the security company patrols the property randomly during overnight hours to deter criminal activity and report to Billings Police if necessary.
- Approve part-time guard service. Many of the same issues apply with part-time guard services that apply to having no guard service. It would not provide the level of protection needed to safeguard the patrons, staff, and building and grounds adequately.
- Or,
- Disapprove the agreement and provide no guard service.

**FISCAL EFFECTS**

The estimated cost for the first year of the contract is \$206,000. This estimate includes guard costs and nightly patrols. The Library has sufficient funds in the proposed FY25 budget to pay for the services.

**RECOMMENDATION**

Staff recommends the Council approve the Library guard service contract with Signal of Montana for two (2) years, with an option to extend for four (4) additional one-year terms.

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**Attachments**

SignalContract

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**BILLINGS PUBLIC LIBRARY**  
**SECURITY GUARD SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into \_\_\_\_\_, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **SIGNAL OF MONTANA** of 8905 Kautzman Rd, Billings, MT 59101, hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE**: **CITY** agrees to hire **CONTRACTOR** as an independent contractor to provide security services to the Billings Public Library, more accurately described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE**: This **AGREEMENT** is effective upon the date of its execution and will terminate on June 30, 2026. The parties may extend this **AGREEMENT**, by mutual concurrence, for four (4) one-year terms, in writing prior to the termination of each term.
3. **SCOPE OF WORK**: The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE**: All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT**: **CITY** agrees to pay **CONTRACTOR** the fees listed in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and

identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

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

The **CITY** SHALL:

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

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

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

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

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

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

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

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

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

9. **WARRANTY:** **CONTRACTOR** warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".
10. **COMPLIANCE WITH LAWS:** **CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.
11. **PREVAILING WAGE RATES:** Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or non-construction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

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

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

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

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

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

## 12. **NONDISCRIMINATION:**

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

04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this **AGREEMENT** will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

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

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

- C. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.
- F. The **CONTRACTOR** agrees to post, in conspicuous places available to

employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

14. **LIAISON:** **CITY's** designated liaison for this **AGREEMENT** is Jamie Bratlie and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Weston Smith.
15. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.
16. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
17. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.
18. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which



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

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

**CITY OF BILLINGS, MONTANA**

**SIGNAL OF MONTANA**

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

\_\_\_\_\_  
**CONTRACTOR**

**APPROVED AS TO FORM:**

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

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

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

**ATTEST:**

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

## EXHIBIT A

### Scope of Work

#### Summary

- 1) Technology, Service, Reporting Requirements
  - a) Technology: cell phones; radios for communication between security guards.
  - b) Reporting Requirements: Detailed daily logs and after-hours reports.

**CONTRACTOR** will assign two (2) security guards for the hours listed below at the Billings Public Library, 510 North Broadway. **CITY** agrees to pay contractor \$36.88 per hour per guard.

The services would normally be provided during the following hours:

|                 |                                                  |
|-----------------|--------------------------------------------------|
| Monday-Thursday | 8:45 a.m. – 8:45 p.m.                            |
| Friday          | 8:45 a.m. – 6:45 p.m. (Memorial Day – Labor Day) |
| Friday          | 8:45 a.m. – 8:45 p.m. (Labor Day – Memorial Day) |
| Saturday        | 8:45 a.m. – 5:45 p.m.                            |

Regular staffing is one guard, Mon – Fri, until 3:00 p.m.; two guards 3:00 p.m. until end of shift; and Saturday two guards for the entire coverage timeframe. **CONTRACTOR** and **CITY** may adjust the schedule by mutual written agreement. Additional hours may be required for special events outside normal library hours. Additional hours requests may be given with little or no prior notice.

The Library is closed on City legal holidays and on Sundays. Security coverage will not be required on these days.

Security coverage will include, but not be limited to, patrol of the grounds and parking lots, the perimeter of the Library facility, and all publicly accessible areas of the facility during business hours, and other security duties as required by the Library Director.

Contract security personnel will provide a variety of services, implementing the **CITY'S** (Billings Public Library's) security objectives according to policies and procedures including but not limited to: observing and intervening to address criminal activities and violations of the Library's policies and guidelines for conduct, checking all doors and elevators for appropriate lock status, and other activities to enhance the safety and security of Library facility. Security will be required to escort Staff to the parking lot at close and remain on the lot until all staff have left the premise.

In addition, the **CONTRACTOR** will make provisions in a manner approved by the Library for radio or cell phone contact with library staff. Security agents will be required to respond immediately upon contact by staff through this or other means.



Security agents will maintain regular communication with library managers and/or designated staff, including submission of detailed daily reports. Be aware of any tier/level 3 sex offenders on the property for the benefit of the Library and Library patrons.

**CITY** agrees to pay the **CONTRACTOR** \$15.75 per patrol with a monthly fuel surcharge of \$71.94 for random checks of the exterior and grounds of the facility from three (3) to six (6) times per evening, seven days a week, when the Library is closed.

An employee of the **CONTRACTOR** may not use their official position, including information gleaned by virtue of their position, for their personal benefit while the **CITY** and the **CONTRACTOR** are under contract.

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Purchase of FY25 Solid Waste Refuse Trucks  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends purchasing one (1) front-end loader truck for \$397,210 and one (1) automated side loader refuse truck for \$416,201 from SWS Equipment, LLC. for a total of \$813,411.

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

Included in the adopted FY25 Equipment Replacement Plan and the proposed FY25 Solid Waste budget is the replacement of 5 front-end loader trucks, 3 automated side loader trucks, and 2 rear-end loader trucks. There are currently long lead times for refuse trucks, so staff is recommending ordering one automated side loader and one front end loader in FY24 with the expectation that the trucks will be received in FY25. The trucks that will be replaced will be traded when the remaining trucks are purchased in FY25. Public Works is utilizing a Sourcewell cooperative contract for the purchase as pricing is similar to competitive bid pricing.

**ALTERNATIVES**

City Council may:

- Approve the purchase with SWS Equipment, LLC. for \$813,411 or,
- Not approve the purchase. If the council doesn't approve this purchase, the fleet will continue to age and the cost to maintain the fleet will increase.

**FISCAL EFFECTS**

The trucks are budgeted in FY25 using Solid Waste funds. The purchase price of \$813,411 is less than what is currently budgeted for truck replacement in the FY25 ERP. An FY24 budget amendment may be required to purchase the trucks in FY24.

---

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Sale of 300-gallon surplus waste containers to the City of Powell, Wyoming  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends selling one hundred (100) 300-gallon surplus waste containers to the City of Powell, Wyoming.

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

The City regularly sells used 300-gallon containers to other municipalities throughout the State of Montana each year. Due to the conversion from shared 300-gallon containers to individual containers that occurred in 2022, the City has an excess of used 300-gallon containers. City policy allows the sale of containers to communities within Montana without advertising the sale and without Council approval. However, to sell to municipalities in other states, Council approval is required.

The City has been charging \$100 per container. A new container is \$494. These containers are extremely worn, but are of good value for small municipalities.

**ALTERNATIVES**

City Council may:

- Approve the sale of one hundred 300-gallon waste containers to the City of Powell, Wyoming for \$10,000; or,
- Not approve the sale. If not approved, the City will need to find an alternate way to dispose of the containers.

**FISCAL EFFECTS**

Revenues from the sale of the containers will generate \$10,000 for the Solid Waste fund.

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**City Council Regular**

**Date:** 05/28/2024  
**Title:** Acceptance and Approval of the 2024 HIDTA Award in the Amount of \$227,745  
**Presented by:** Rich St. John, Police Chief  
**Department:** Police  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council approve and accept the 2024 HIDTA award from the Executive Office of the President, Office of National Drug Control Policy, in the amount of \$227,745, and authorize the Mayor to sign the award documents.

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

In 2002, Montana was designated as a High Intensity Drug Traffic Area (HIDTA). The Office of National Drug Control Policy (ONDCP) has awarded grants to the Eastern Montana Drug Task Force for twenty-two years and the City of Billings is the recipient and administrative agency for the grants. The ONDCP has offered a \$227,745 grant for the calendar year 2024. The HIDTA Task Force consists of personnel from U.S. Marshals Service, FBI, Drug Enforcement Administration (DEA), Alcohol, Tobacco & Firearms (ATF), Immigration & Customs Enforcement (ICE), Department of Criminal Investigation (DCI), Yellowstone County Sheriff's Office, and the Billings Police Department. The Task Force is managed by a Sergeant from the Billings Police Department. The 2024 HIDTA Award will be used to pay for a Support Specialist position for the HIDTA Task Force, all task force overtime, administrative and investigative travel, cell phones, copier maintenance agreement, investigative/office supplies, and informant costs.

**ALTERNATIVES**

City Council may:

- Approve and accept the 2024 HIDTA Award in the amount of \$227,745; or,
- Not accept the 2024 HIDTA Award in the amount of \$227,745, thus costing the Public Safety Fund additional expenses for investigating and prosecuting drug related cases.

**FISCAL EFFECTS**

The 2024 HIDTA Award in the amount of \$227,745 will require no City match. The award has been budgeted in Fund 2550 for the balance of FY 23/24 and any remaining funds will be budgeted in FY25.

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**Attachments**

Award Document



**EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF NATIONAL DRUG CONTROL POLICY**

Washington, D.C. 20503

April 29, 2024

Mayor William Cole  
City of Billings  
210 N 27TH ST  
Billings, MT 59101-1938

Dear Mayor Cole:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G24RM0038A) has been awarded in the amount of \$227,745.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Rocky Mountain HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

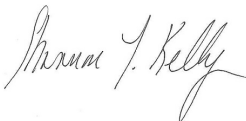
Finance Unit  
National HIDTA Assistance Center  
11200 NW 20th Street, Suite 100  
Miami, FL 33172  
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

A handwritten signature in cursive script that reads "Shannon J. Kelly".

Shannon Kelly  
National HIDTA Director

|                                                                                                                                      |                                                                       |                                                                                              |                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>Executive Office of the President<br/>Office of National Drug Control Policy</b>                                                  |                                                                       | <b>Grant Agreement</b>                                                                       |                                                            |
| 1. Recipient Name and Address<br>William Cole<br>Mayor<br>City of Billings<br>210 N 27TH ST<br>Billings, MT 59101-1938               | 4. Award Number (FAIN): G24RM0038A                                    |                                                                                              | 5. Period of Performance:<br>From 01/01/2024 to 12/31/2025 |
|                                                                                                                                      | 2. Total Amount of the Federal Funds Obligated:<br>\$227,745.00       | 6. Federal Award Date:<br>April 29, 2024                                                     |                                                            |
| 2A. Budget Approved by the Federal Awarding Agency \$227,745.00                                                                      | 8. Supplement Number                                                  |                                                                                              |                                                            |
| 3. CFDA Name and Number:<br><i>High Intensity Drug Trafficking Areas Program - 95.001</i>                                            | 9. Previous Award Amount:                                             |                                                                                              |                                                            |
| 3A. Project Description<br><br><i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>                                          | 10. Amount of Federal Funds Obligated by this Action:<br>\$227,745.00 |                                                                                              |                                                            |
|                                                                                                                                      | 11. Total Amount of Federal Award:<br>\$227,745.00                    |                                                                                              |                                                            |
| 12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.             |                                                                       |                                                                                              |                                                            |
| 13. Statutory Authority for Grant:<br><i>Public Law 118-47</i>                                                                       |                                                                       |                                                                                              |                                                            |
| <b>AGENCY APPROVAL</b>                                                                                                               |                                                                       | <b>RECIPIENT ACCEPTANCE</b>                                                                  |                                                            |
| 14. Typed Name and Title of Approving Official<br>Shannon Kelly<br>National HIDTA Director<br>Office of National Drug Control Policy |                                                                       | 15. Typed Name and Title of Authorized Official<br>William Cole<br>Mayor<br>City of Billings |                                                            |
| 16. Signature of Approving ONDCP Official<br>     |                                                                       | 17. Signature of Authorized Recipient/Date                                                   |                                                            |
| <b>AGENCY USE ONLY</b>                                                                                                               |                                                                       |                                                                                              |                                                            |
| 18. Accounting Classification Code<br>UEI: E2NLXLANJZN6<br>DUNS: 838638369<br>EIN: 1816001237A4                                      |                                                                       | 19. HIDTA AWARD<br><i>OND1070DB2425XX 2024 OND6113</i><br><i>OND2000000000 OC 410001</i>     |                                                            |

## GRANT CONDITIONS

### A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
  - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
  - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
  - Conflict of Interest and Mandatory Disclosure Requirements
  - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the [Federal Audit Clearinghouse \(fac.gov\)](http://www.fac.gov)
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management System (HHS-PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at <https://www.whitehouse.gov/ondcp/grant-programs/>.

8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.
9. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

## B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

10. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.
13. As specified in 2 CFR 200.303 Internal Controls, recipient must:

- a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.
  - c) Evaluate and monitor the non-federal entity’s compliance with statute, regulations, and the terms and conditions of the federal award.
  - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
  - e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
14. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.
15. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
16. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—
- a) the percentage of the total costs of the program or project which will be financed with federal money;
  - b) the dollar amount of Federal funds for the project or program; and
  - c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## B. Recipient Integrity and Performance Matters

### Reporting of Matters Related to Recipient Integrity and Performance

#### 1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

#### 2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

### 4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

## C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:  
[Program Policy and Budget Guidance2021.pdf \(nhac.org\)](#)  
In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

## D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

## E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (<https://pms.psc.gov/>).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq.*) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

*Remittance Instructions* – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

- ❖ Funds, interest, principal, and excess cash returns should include the following information:
  - Payee Account Number (PAN)
  - PMS document number (grant number) and subaccount(s)
  - The reason for the return (*e.g.*, excess cash, funds not spent, interest, part interest part other, etc.)
- ❖ The following information is also required:
  - For ACH Returns:
    - Routing Number: 051036706
    - Account number: 303000
    - Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
  - For Fedwire Returns (*I*):
    - Routing Number: 021030004
    - Account number: 75010501
    - Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(*I*) Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

- ❖ For recipients that do not have electronic remittance capability, please make check(2) payable to:

“The Department of Health and Human Services.”

  - Mail Check to Treasury approved lockbox: HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(2) Please allow 4–6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

- ❖ Questions can be directed to PMS at 877–614–5533 or [PMSSupport@psc.hhs.gov](mailto:PMSSupport@psc.hhs.gov).

4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

**RECIPIENT ACCEPTANCE OF GRANT CONDITIONS**

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

\_\_\_\_\_  
William Cole  
City of Billings

# Initiative Cash by HIDTA

FY 2024

Awarded Budget (as approved by ONDCP)

| HIDTA          | Agency Name                            | Initiative                            | Cash              | Type          | Grant      |
|----------------|----------------------------------------|---------------------------------------|-------------------|---------------|------------|
| Rocky Mountain | City of Billings                       | Eastern Montana HIDTA Drug Task Force | 227,745.00        | Investigation | G24RM0038A |
|                | <b>Agency Total : City of Billings</b> |                                       | <b>227,745.00</b> |               |            |
| <b>Total</b>   |                                        |                                       | <b>227,745.00</b> |               |            |

# Budget Detail

## 2024 - Rocky Mountain

Initiative - Eastern Montana HIDTA Drug Task Force

Investigation

Award Recipient - City of Billings (G24RM0038A)

Resource Recipient - Billings Police Department

*Indirect Cost: 0.0%*

**Awarded Budget (as approved by ONDCP)**

**\$227,745.00**

| <b>Personnel</b>                        | <b>Quantity</b> | <b>Amount</b>       |
|-----------------------------------------|-----------------|---------------------|
| Administrative Staff                    | 1               | \$57,928.00         |
| <b>Total Personnel</b>                  |                 | <b>\$57,928.00</b>  |
| <b>Fringe</b>                           | <b>Quantity</b> | <b>Amount</b>       |
| Administrative staff                    | 1               | \$20,275.00         |
| <b>Total Fringe</b>                     |                 | <b>\$20,275.00</b>  |
| <b>Overtime</b>                         | <b>Quantity</b> | <b>Amount</b>       |
| Investigative - Law Enforcement Officer | 9               | \$45,500.00         |
| Support                                 | 1               | \$1,000.00          |
| <b>Total Overtime</b>                   |                 | <b>\$46,500.00</b>  |
| <b>Travel</b>                           | <b>Quantity</b> | <b>Amount</b>       |
| Administrative                          | 3               | \$4,500.00          |
| Investigative/Operational               | 6               | \$6,000.00          |
| <b>Total Travel</b>                     |                 | <b>\$10,500.00</b>  |
| <b>Services</b>                         | <b>Quantity</b> | <b>Amount</b>       |
| Communications - mobile phones & pagers |                 | \$7,200.00          |
| Service contracts                       |                 | \$2,687.00          |
| Software - maintenance                  |                 | \$13,780.00         |
| <b>Total Services</b>                   |                 | <b>\$23,667.00</b>  |
| <b>Supplies</b>                         | <b>Quantity</b> | <b>Amount</b>       |
| Investigative/Operational               |                 | \$2,375.00          |
| Office                                  |                 | \$1,500.00          |
| <b>Total Supplies</b>                   |                 | <b>\$3,875.00</b>   |
| <b>Other</b>                            | <b>Quantity</b> | <b>Amount</b>       |
| PE/PI/PS                                |                 | \$65,000.00         |
| <b>Total Other</b>                      |                 | <b>\$65,000.00</b>  |
| <b>Total Budget</b>                     |                 | <b>\$227,745.00</b> |

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Graffiti reward fund donations acceptance  
**Presented by:** Tina Hoeger  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends accepting donations totaling \$3,400 to the graffiti reward fund.

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

On April 8, 2024, City Council unanimously passed a resolution to establish a graffiti reward fund to encourage the reporting of graffiti vandalism and lead to the identification, apprehension, and conviction of graffiti vandals. This fund is also designed to receive donations and court fines to be self-sustaining. Donations made to the graffiti reward fund will be used to reward citizens who provide information resulting in the conviction of graffiti vandals. This fund will also be used for materials and supplies to abate graffiti around the city. It should be noted that many of the donations received were the result of our Commercial Code Enforcement Officer Todd Morgan and his dedication to the anti-graffiti program. The following donations have been given to date:

- Mayor Bill and Anne Cole in the amount of \$2,000.
- Sharon Essmann in the amount of \$500.
- Joe Ratcliff of Ratco Trailer and Hitch in the amount of \$300.
- Dana Motors in the amount of \$100.
- Thomas Dunne of TR Investments in the amount of \$500.

Total donations amount: \$3,400.

**ALTERNATIVES**

City Council may:

- Approve the donations to the graffiti reward fund; or,
- Not Approve the donations to the graffiti reward fund. Given the Council just approved a resolution to create the graffiti reward fund, it would be counter to the Council action to not accept donations to the new fund.

**FISCAL EFFECTS**

The City has received donations totaling \$3,400 from the following generous citizens:

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**City Council Regular**

**Date:** 05/28/2024  
**Title:** Acceptance of Donations for Mobilize the MAGIC City project  
**Presented by:** Elyse Monat  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that Council accept \$4,000 in donations in support of the "Mobilize the MAGIC City" project.

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

The City of Billings was awarded an Our Town creative placemaking grant from the National Endowment for the Arts (NEA) in support of its Mobilize the MAGIC (Making Art Grounded in Community) City Project. The grant from the NEA is for \$50,000. This project is a partnership between the City of Billings, the Billings Arts Association, Healthy By Design, Triia (a subsidiary of the Native American Development Corporation) and the NEA. The grant from the NEA must be matched dollar-for-dollar. Part of the match will come from in-kind donations such as volunteer time from committee members. The other part of the match will be a cash match. This agenda item is to provide approval of three donations to the City in support of this project totaling \$4,000. The North Park Task Force donated \$500, Partners for Parks donated \$2,000, and the BIRD donated \$1,500.

With previous donations, these contributions total \$32,910 raised by private donations given to the City. The RiverStone Health Foundation also applied for, and was awarded, \$5,000 from the Billings Community Foundation for the project. RiverStone Health used these funds to pay one of the project bills directly. The private funds directed toward this project therefore total \$36,910. In addition, Billings City Council contributed \$10,000 of contingency funds to the project. Through the "Mobilize the MAGIC City" project, the City contracted with local artist Terri Porta as the City's Artist In Residence for a year. The project seeks to develop a process to involve art and artists in everyday civic life to improve economic development, road safety, health outcomes, and more. Project outcomes include two placemaking hubs (community-informed public art) created by Terri, one creative placemaking hub focused on Indigenous identity by Mariah Gladstone, a Placemaking Playbook, and a Public Arts Committee Feasibility Study.

**ALTERNATIVES**

City Council may:

- Accept the donations; or,
- Not accept the donations. Council previously approved the grant application to the NEA with the understanding that part of the match would have to be fund-raised. Not accepting this donation would be in contradiction to the Council's previous approval of the grant.

**FISCAL EFFECTS**

If the Council accepts these donations, they will provide \$4,000 in support of the "Mobilize the MAGIC City" project.

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**City Council Regular**

**Date:** 05/28/2024  
**Title:** Acceptance of Easement from Billings Public Schools for the Rose Park Trail  
**Presented by:** Elyse Monat  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council accept the easement granted by Billings Public Schools for the Rose Park Trail.

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

The City of Billings, with approval from the City Council, applied to and was awarded two grants from the Recreational Trails Program for the Rose Park Trail. The Rose Park Trail will connect Rose Park Elementary, through Rose Park, to the apartments on the west side of Rose Park. It was listed as a Safe Routes to School project in the Phase 1 Safe Routes to School Plan. It will also provide additional walking, biking, and rolling opportunities in Rose Park and open up the underutilized northern section of Rose Park. Residents who live on or near 19th St. W will have easier, more direct access to Rose Park.

This easement was reviewed by both City Legal and the legal department at Billings Public Schools. The easement was granted by the Billings Public Schools Board of Trustees and signed by Superintendent Dr. Erwin Garcia. It allows the City permission to build the Rose Park Trail on Rose Park Elementary School property. Funding for this trail came from the Recreational Trails Program grant. All local cash match for the portion located on Billings Public School property will be provided by Billings TrailNet.

**ALTERNATIVES**

City Council may:

- Accept the easement; or,
- Suggest edits to the easement;
- Not Accept the easement.

Not accepting the easement would be counter to the Council's previous vote to allow the grant application and acceptance for the Rose Park trail.

**FISCAL EFFECTS**

The easement is being offered at no cost to the City. There may be added long-term costs when the trail needs to be repaired in the future.

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**Attachments**

Rose Park Trail Easement signed by district

RETURN TO  
City Clerk  
City of Billings  
P O Box 1178  
Billings, MT 59103

## ROSE PARK TRAIL EASEMENT

**THIS INDENTURE**, made and entered into this 8th day of May, 2024 (the "Trail Easement"), by and between the following:

Billings School District #2  
Administrative offices at 415 North 30th Street  
Billings, Montana 59101,  
hereinafter referred to as **GRANTOR**

and

**CITY OF BILLINGS**, a Municipal Corporation  
City Hall – 210 North 27th Street  
PO Box 1178  
Billings, Montana 59103-1178,  
hereinafter referred to as **GRANTEE**

**FOR VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged;

**WITNESSETH THAT GRANTOR**, subject to the terms and conditions set forth herein below, does hereby grant, sell, and convey unto **GRANTEE** a perpetual, non-exclusive easement and public right-of-way to locate, construct, reconstruct, maintain, use, operate, and repair a public multi-use trail, together with the right to trim, cut, fell, and remove all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the Trail Easement as more particularly described below under the section titled Twenty (20) Foot Wide Trail Easement (the "Easement Area"), in, over, across, under, and through the real property more particularly described as follows (the "Burdened Premises"):

### EASEMENT LAND DESCRIPTION

Tract of land situated in the SW1/4 of Section 36, T. 1 N., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said easement being a portion of Tract A of Certificate of Survey No. 791 on file and of record under in the office of the Yellowstone County Clerk and Recorder, recorded February 5th, 1958 under Document No. 596282, Basis of Bearing being GPS observation;

### TWENTY (20) FOOT WIDE TRAIL EASEMENT

Commencing at the northeast corner of Tract A of said Certificate of Survey No. 791, Thence S 01° 27' 26" E along the east line of said C.O.S. 791 for a distance of 11.79 feet, to the true Easement Centerline Point of Beginning; Thence along a line in a southwesterly direction and 10.0 feet south and parallel to the north line of said Tract A the following three courses, S 56° 31' 34" W for a distance of 187.95 feet, S 58° 58' 34" W for a distance of 163.43 feet, S 69° 36' 34" W for a distance of 132.29 feet; Thence S 01° 10' 27" E and leaving said parallel line for a distance of 55.95 feet; Thence S 17° 07' 06" W for a distance of 33.89 feet; Thence S 38° 37' 14" W for a distance of 19.82 feet; Thence S 10° 56' 37" W for a distance of 77.71 feet; Thence S 12° 37' 07" W for a distance of 67.93 feet; Thence N 81° 00' 04" W for a distance of 74.81 feet; Thence N 74° 07' 07" W for a distance of 24.97 feet; Thence N 49° 52' 40" W for a distance of 75.68 feet; Thence N 29° 44' 38" W for a distance of 36.99 feet to a point 10.0 feet east and parallel to the west line of said Tract A; Thence N 01° 30' 02" W and parallel to said Tract A for a distance of 124.96 feet to a point 10.0 feet south and parallel to the north line of said Tract A; Thence N 84° 32' 26" W and along said north line of Tract A for a distance of 10.07 feet, to the terminus of said centerline of 20.0 wide easement, as shown on attached Exhibit A and incorporated, herein.

**TO HAVE AND TO HOLD** unto **GRANTEE** and to its successors and assigns forever.

Condition of the Easement Area. **Grantee** has inspected the Easement Area and accepts it in "As-Is" condition. **Grantor** makes no representations or warranties whatsoever or otherwise with respect to the physical condition of the Easement Area or the suitability of the Easement Area for **Grantee's** purpose and use. The Trail Easement is subject to all existing contracts, leases, easements, encumbrances, and claims which may affect the Easement Area (whether or not of record) and nothing in the grant and conveyance of the Trail Easement shall be construed as a covenant against the existence of any such matters.

Use and Maintenance of the Easement Area. **Grantee** shall:

- A. diligently pursue to completion any work it commences within the Easement Area and shall maintain the portion of the Easement Area where such work is being performed in a safe, debris-free condition;
- B. at **Grantee's** sole cost and expense inspect, repair, and maintain the Easement Area and any improvements constructed or installed thereon by **Grantee** or associated with **Grantee's** use of the Easement Area;
- C. promptly pay and discharge all liens arising out of any inspection, construction, repair, replacement, and maintenance done, suffered, or permitted to be done by **Grantee** on the Burdened Premises. **Grantor** is hereby authorized to post any notices or take any other action upon or with respect to the Burdened Premises that is or may be permitted by law to prevent the attachment of any such liens to any portion of the Burdened Premises; provided, however, that failure of **Grantor** to take any such action shall not relieve **Grantee** of any obligation or liability for the Trail Easement;
- D. not materially interfere with the use by, and operation and activities of, **Grantor** on the Burdened Premises, and **Grantee** shall use such routes and follow such procedures on **Grantor's** property so as to result in the least damage and inconvenience to **Grantor's** use and operation of and activities on the Burdened Premises;
- E. at **Grantee's** sole cost and expense repair any damage to any improvements on the Burdened Premises now existing or hereafter installed by **Grantor**, its successor owners, or any other parties having rights over **Grantor's** Property, to the extent such damage is caused by or attributable to (i) any construction, maintenance, repair, replacement, or any other work in connection with the Trail Easement, (ii) any other acts or omissions of **Grantee** or any of its contractors, agents, consultants, representatives, officers, employees, contractors, invitees, guests, or licensees (collectively, the "Grantee Parties"), or (iii) any exercise of the rights granted herein. **Grantee** shall promptly repair and restore, at its sole cost and expense, to its previously existing or better condition, any of **Grantor's** property (including, but not limited to, buildings, structures, playgrounds, pavement or hardtop areas, ball fields, and utilities) that may be altered, damaged, or destroyed in connection with **Grantee's** or any Grantee Parties' exercise and use of the Trail Easement and the Easement Area;
- F. not voluntarily or by operation of law assign, transfer, license, or otherwise transfer all or any part of its rights, duties, or interests in the Trail Easement without **Grantor's** prior written consent, which may be granted or withheld in **Grantor's** sole discretion. Any attempt to make an assignment in violation of this provision shall be null and void.

Indemnity. **Grantee** shall indemnify, defend, and hold **Grantor** and its trustees, auxiliaries, affiliates, officers, directors, employees, representatives, agents, invitees, and volunteers (collectively, the "Indemnified Parties") harmless from and against any and all losses, liabilities, damages, claims, demands, obligations, causes of action, proceedings, awards, fines, judgments, penalties, or costs and expenses (including attorneys' fees and costs) incurred or suffered by the Indemnified Parties (collectively, "Indemnified Claims") caused or claimed to be by, on account of, or arising directly or indirectly from or out of (i) the exercise of the Trail Easement or use or occupancy of the Easement Area by **Grantee** or any Grantee Parties; (ii) any breach by **Grantee** or any Grantee Parties of any of the terms, conditions, or provisions of the Trail Easement; (iii) any acts, errors, omissions, negligence, or willful misconduct of **Grantee** or any Grantee Parties with respect to the Trail Easement; or (iv) the injury or death of any person, or injury to property, of any kind wherever located and by whomever owned (including without limitation the Burdened Premises), which injury or death arises out of or is attributable to the exercise of the Trail Easement or use or occupancy of the Easement Area by **Grantee** or any of the Grantee Parties. This indemnification shall not apply to the extent that the Indemnified Claims are solely and directly caused by the gross negligence or willful misconduct of any Indemnified Party.

Assumption of Risk. **Grantee** agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which might affect the Easement Area, any improvements constructed or installed thereon by **Grantee**, **Grantee's** use of the Trail Easement, or exercise of the rights granted herein. **Grantee** waives all claims against **Grantor** and each of the Indemnified Parties for loss or damage caused by, arising out of, or in any way connected with (i) **Grantee's** use of the Easement Area, (ii) the improvements constructed or installed within the Easement Area pursuant to the Trail Easement, or (iii) the exercise of the rights granted under the Trail Easement.

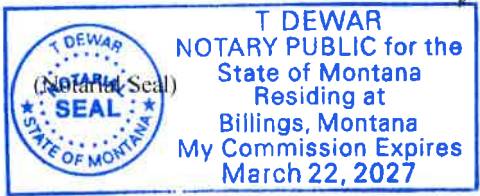
Reservation of Rights. **Grantor** reserves the right to use the Easement Area, including the surface and subsurface areas within the Easement Area, and all other portions of the Burdened Premises and any improvements thereon, at any and all times for purposes that do not materially interfere with **Grantee's** permitted use of the Easement Area.

**IN WITNESS WHEREOF, GRANTOR** warrants they have good title and right to convey, free and clear of all encumbrances; the above-described interests in the real property described and have hereunto set their hand.

By: *[Signature]*  
Dr. Erwin Garcia-Velasquez  
As: Superintendent  
Of: BILLINGS SCHOOL DISTRICT #2

STATE OF MONTANA )  
                                          ) :ss  
County of Yellowstone )

This instrument was signed or acknowledged before me on this 8<sup>th</sup> day of May,  
2024, by Dr Erwin Garcia as Superintendent of  
BILLINGS SCHOOL DISTRICT #2. Valasquez



*[Signature]*  
(Notary Signature)

**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

The Mayor and City Council of the City of Billings, a Montana municipal corporation, acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

By: \_\_\_\_\_  
**WILLIAM A. COLE, MAYOR  
CITY OF BILLINGS**

ATTEST:

By: \_\_\_\_\_  
**DENISE R. BOHLMAN, CITY CLERK  
CITY OF BILLINGS**

STATE OF MONTANA )  
                                          ) :ss  
County of Yellowstone )

This instrument was signed or acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by **WILLIAM A. COLE, MAYOR**, and **DENISE R. BOHLMAN, CITY CLERK**, on  
behalf of the **CITY OF BILLINGS, a Montana municipal corporation**, as **GRANTEE**.

\_\_\_\_\_  
(Notary Signature)

(Notarial Seal)

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Broso Valley Park Subdivision, 2nd Filing - Preliminary Minor Plat  
**Presented by:** Wyeth Friday  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00092

**RECOMMENDATION**

Staff proposes the City Council conditionally approve the preliminary plat of Broso Valley Park 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 April 15, 2024, Performance Engineering applied for preliminary minor plat approval for Broso Valley Park Subdivision, 2nd Filing. The proposed subdivision creates 2 lots from an existing lot for commercial development. The subject property is generally located south of Majestic Lane and northeast of Zoo Drive. The property is zoned CX, Heavy Commercial.

**VARIANCES REQUESTED**

No variances from the City Subdivision Regulations have been requested.

**PROPOSED CONDITIONS OF APPROVAL**

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

1. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
2. The final plat shall comply with all requirements of the City of Billings Subdivision regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

**PROCEDURAL HISTORY**

- Pre-application meeting February 22, 2024
- Preliminary plat application submitted to Planning Division on April 15, 2024
- Preliminary plat to City Council May 28, 2024
- 35 working-day preliminary plat review period ends June 4, 2024

**PLAT INFORMATION**

|                                               |                                                                              |
|-----------------------------------------------|------------------------------------------------------------------------------|
| General location:                             | South of Majestic Lane and northeast of Zoo Drive                            |
| Legal Description:<br>Valley Park Subdivision | Being Lot 8-A, Block 1 of Amended Lots 7, 8, 17, 18 and 19, Block 1 of Broso |
| Owner/Subdivider:                             | Harts Basin Ranch Corp                                                       |
| Engineer and Surveyor:                        | Performance Engineering                                                      |
| Existing Zoning:                              | CX - Heavy Commercial                                                        |
| Existing land use:                            | Vacant lot within Subdivision                                                |
| Proposed land use:                            | Commercial                                                                   |
| Gross area:                                   | 7.03 acres                                                                   |

Proposed number of lots: 2

Lot size: Max: 4.166 acres  
Min: 2.866 acres

Parkland requirements: Parkland dedication is not required as this is a minor subdivision. Section 23-1008 A. BMCC

### **STAKEHOLDERS**

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

### **ALTERNATIVES**

In accordance with state law, the City Council has 35 working days to act upon this minor preliminary plat. The 35 working day review period for the proposed plat ends on June 4, 2024. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

Staff is recommending Conditional Approval and adoption of the Findings of Fact.

### **FISCAL EFFECTS**

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

### **SUMMARY**

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

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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 Broso Valley Park 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**

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. Lot 1 and 2 will be provided with water service from the existing 12” water main located in Majestic Lane. Each lot will be served by their own individual water service line. Private fire hydrants will be installed with this project. All water lines 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. The City Fire Department will also approve location of all fire hydrants with this development. This information is within the SIA under the heading VI, Utilities.

Sanitary sewer service will be provided by the City of Billings. Lot 1 and 2 will access an existing 12” sewer line located in Majestic Lane. Each lot will be served by their own individual sewer service line. There is a possibility the City Public Works Department may extend a public main within a 20’ public utility easement dedicated to the City of Billings from which individual services to each lot will be connected. All sanitary sewer lines will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. This information is within the SIA under the heading VI, Utilities.

Private utility companies will provide services to the subdivision. Easements on the lots will be provided by the subdivider 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. Development on these lots will not impede or hinder the existing subdivision drainage plan already in place. This information is within the SIA under the heading V, Storm Drainage.

- b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- c. **Streets** – The lots within the subdivision will be served by a connection to Majestic Lane. That connection will provide access to both lots. It is a private drive access with a reciprocal access easement for both lots. This subdivision will not be required to provide additional street dedication on Majestic Lane. When the lots develop they will be required to install a curb access to the lots along their street frontage.

A traffic impact study was done with the original subdivision development. There have been subsequent traffic impact studies done with individual developments in the subdivision. Lot developers will be required to provide updates to the traffic impact study with their proposed developments. Future lot owners can contact City of Billings Engineering to obtain existing material on the traffic impact studies done in the past.

The sidewalk will be installed by the developer at the time of the first lot to be developed. The side walk will be installed along with the drive access within the 60 feet of frontage these two lots have along Majestic Lane.

- 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 605 South 24<sup>th</sup> Street West. (Station #5). 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. Development of the property will require coordination with the developer and the postal service for preferred location of mail delivery boxes.
- h. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

### **3. Effect on the natural environment**

The subject property is a vacant subdivision property that has not been developed up to this point in time. It is currently grass and shrub covered 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 2023 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

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods)**  
Neighborhoods that are safe and attractive and provide essential services are much desired.

**Prosperity (promoting equal opportunity and economic advancement)**  
A diversity of available jobs can ensure a strong Billings' economy

### **2. 2023 Billings Urban Area Long Range Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the 2023 Transportation Plan and preserves the street network and street hierarchy specified in the plan. The applicant will not be adding any new roads with this proposed subdivision.

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

There is no trail identified within the proposed subdivision. The nearest trails proposed or existing are on Gabel Road and Zoo Drive.

**D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

**E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]**

The subject property is zoned Heavy Commercial (CX). Building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

**F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]**

The subdivision will provide utility easements as requested by private utility companies with final platting. There are private utility easements shown on the plat.

**G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]**

Legal and physical access is provided to the proposed lots from Majestic Lane and from a private access easement to the proposed lots.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Broso Valley Park 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 Broso Valley Park 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, May 28, 2024

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William A. Cole, Mayor

PRELIMINARY PLAT OF  
**BROSO VALLEY PARK SUBDIVISION, 2ND FILING**  
 BEING LOT 8-A, BLOCK 1 OF AMENDED LOTS 7, 8, 17, 18, AND 19, BLOCK 1 OF BROSO VALLEY PARK SUBDIVISION  
 LOCATED IN THE NE 1/4 OF SECTION 23, TOWNSHIP 01 SOUTH, RANGE 25 EAST, P.M.M., CITY OF BILLINGS,  
 YELLOWSTONE COUNTY, MONTANA

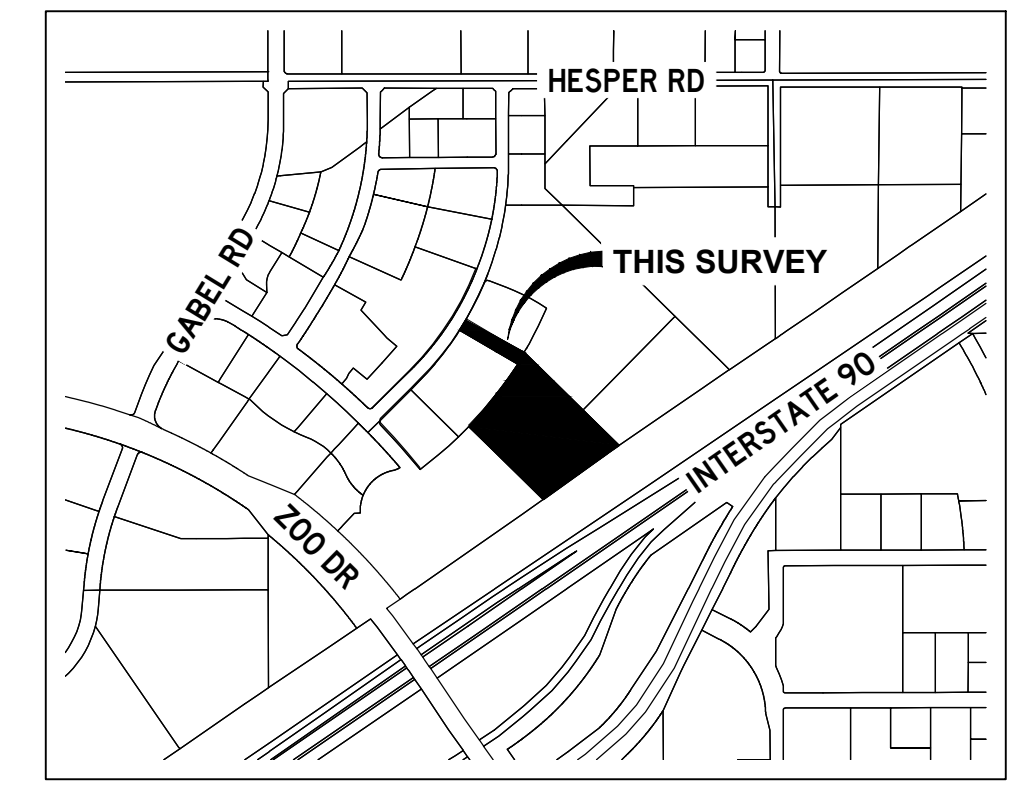
PREPARED FOR : HARTS BASIN RANCH CORP.

PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION : ± 7.032 ACRES

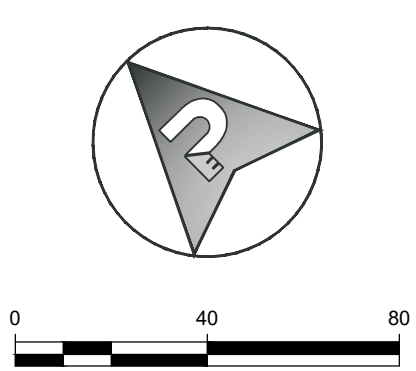
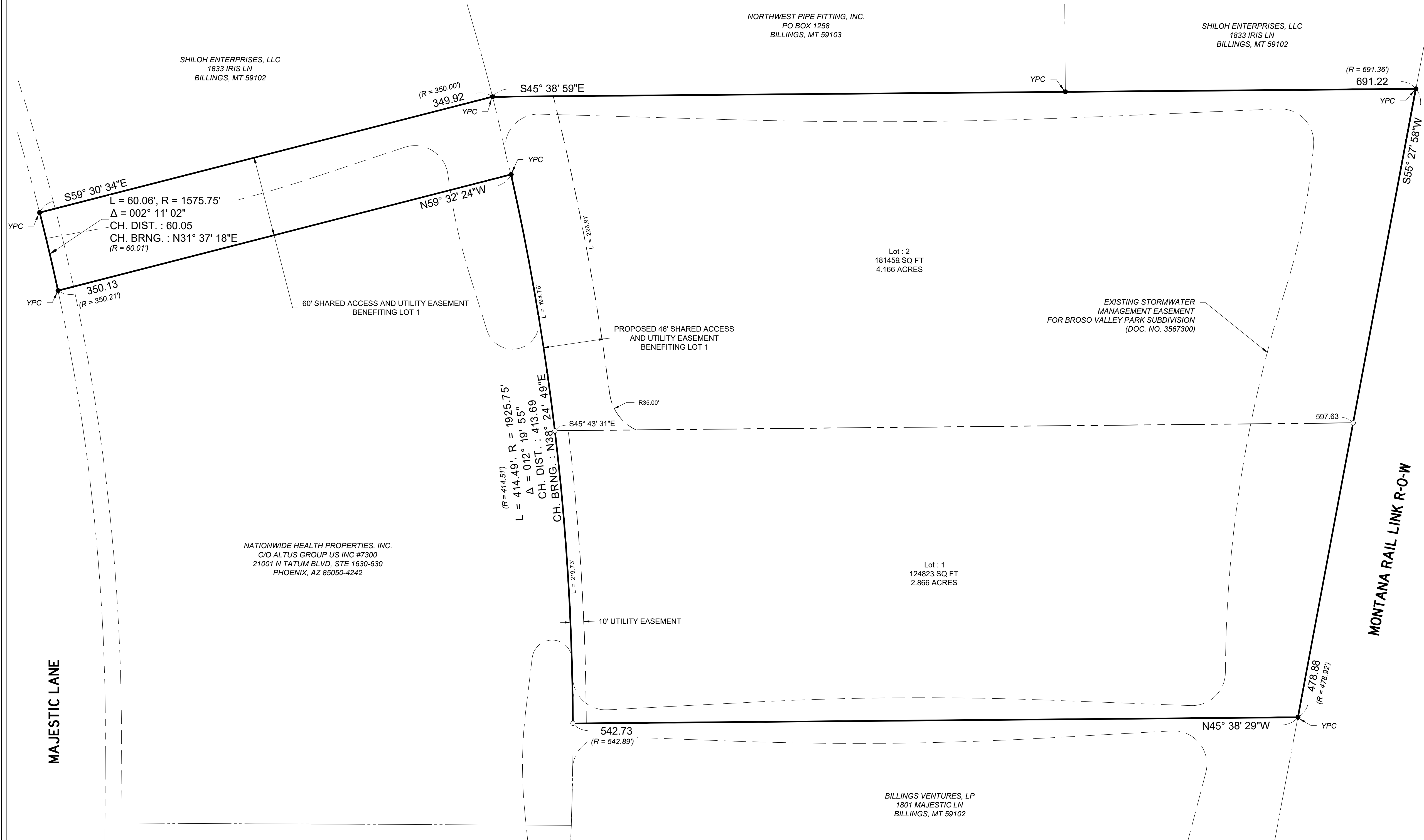


| LEGEND     |                                           |
|------------|-------------------------------------------|
| ●          | PROPERTY CORNER, FOUND AS DESCRIBED       |
| ○          | PROPERTY CORNER, SET 5/8" REBAR W/ PE CAP |
| —          | SURVEY BOUNDARY                           |
| - - -      | EASEMENT LINE                             |
| — — —      | RIGHT-OF-WAY LINE                         |
| (R=XX.XX') | RECORD DISTANCE                           |



VICINITY MAP  
 NOT TO SCALE

| SITE DATA              |                  |
|------------------------|------------------|
| NO. OF LOTS            | 2                |
| MAXIMUM LOT AREA       | ± 181,459 SF     |
| MINIMUM LOT AREA       | ± 124,823 SF     |
| PARKLAND AREA REQUIRED | NONE             |
| PARKLAND AREA PROVIDED | NONE             |
| GROSS ACREAGE          | ± 7.032 AC       |
| EXISTING ZONING        | CX               |
| EXISTING LAND USE      | VACANT           |
| PROPOSED LAND USE      | COMMERCIAL       |
| SANITARY SEWER         | CITY OF BILLINGS |
| WATER                  | CITY OF BILLINGS |
| FIRE SERVICE AREA      | CITY OF BILLINGS |



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

***Broso Valley Park Subdivision, Second Filing***

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**(City of Billings)**

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

***Broso Valley Park Subdivision, Second Filing***

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between *Harts Basin Ranch Corp.*, whose address for the purpose of this agreement is **254 Upper Prairie Dog Road, Banner, Wyoming, 82832**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the plat of *Broso Valley Park Subdivision, 2<sup>nd</sup> Filing*, located in the City of Billings, Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning, and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 2024, the City Council conditionally approved a preliminary plat of *Broso Valley Park 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 *Broso Valley Park 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 are requested as part of this Subdivision.

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

- A.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- F.** The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- G.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- H.** Lot owners are made aware of the prior Subdivisions Improvement Agreements filed in conjunction with the original Broso Valley Park Subdivision and subsequent amendments thereto. Requirements and provisions of prior Subdivision Improvement Agreements for the underlying land shall remain in effect.

- I. Lot owners are made aware of the Declarations of Covenants, Conditions, Restrictions, and Reciprocal Easements filed in conjunction with the original Broso Valley Park Subdivision and subsequent amendments thereto. Requirements and provisions of prior Declarations of Covenants, Conditions, Restrictions, and Reciprocal Easements for the underlying land shall remain in effect.

### **III. TRANSPORTATION**

#### **A. Streets**

- No public street improvements are necessary for the Subdivision. Private drive aisles with reciprocal access and use between Lots 1 and 2 of Broso Valley Park Subdivision, 2<sup>nd</sup> Filing, are as depicted on the face of the plat.

#### **B. Sidewalks**

- Public sidewalks have previously been constructed along Majestic Lane.

#### **C. Street Lighting**

- No street lighting is proposed for the development; however, street lighting is included in the waiver of right to protest.

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

- It is not anticipated additional traffic control devices will be necessary as part of constructing improvements related to the Subdivision. It is agreed that at the time of lot development, each lot will be required to conduct a Traffic Impact Study should the proposed development exceed the trip generation threshold as put forth by the City of Billings Engineering Department or Municipal Code.

#### **E. Access**

- The Subdivision will be accessed via the approximate 60-foot wide frontage on Majestic Lane, with both Lots 1 and 2 sharing a common driveway to access each lot.

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

- No segment of the Bikeway and Trail Master Plan is located in the Subdivision.

#### **G. Public Transit**

- Met Transit provides service to the City of Billings. No improvements are required to ensure public transit service.

### **IV. EMERGENCY SERVICE**

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire

suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.
- All internal roads and hydrants shall be maintained in accordance to the currently adopted fire code requirements of the City of Billings.

## **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 lot development.
- Lot development shall not impede or hinder the overall subdivision stormwater plan for Broso Valley Park Subdivision or subsequent amendments.

## **VI. UTILITIES**

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

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

### **A. Water**

Lot 1 and 2 will be provided with water service from the existing 12” water main located in Majestic Lane. Each lot will be served by their own

individual water service line. Private fire hydrants will be installed according to the City of Billings Public Works Department and Fire Department based on final development plan.

**B. Sanitary Sewer**

Lot 1 and 2 will be provided with sewer service from the existing 12” sewer line located in Majestic Lane. Each lot will be served by their own individual sewer service line unless the City Public Works Department approves of extending a public main within a 20’ public utility easement dedicated to the City of Billings from which individual services to each lot will be connected.

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

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

**VII. PARKS/OPEN SPACE**

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

**VIII. IRRIGATION**

No irrigation rights, infrastructure, or amenities are affected by the Subdivision.

**IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical investigation shall be provided as part of a building permit application for any new structure/s within the Subdivision.

**X. PHASING OF IMPROVEMENTS**

Phasing of the Subdivision is not proposed.

**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.** Prior agreements contained within Broso Valley Park Subdivision agreements, including those Declarations of Covenants, Conditions, Restrictions, and Reciprocal Easements, remain in effect for subject properties.

- 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”

*Harts Basin Ranch Corp*

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

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

STATE OF MONTANA     )

: ss

County of                     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of *Harts Basin Ranch Corp*, 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: \_\_\_\_\_





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

Performance Engineering  
608 N. 29<sup>th</sup> Street  
Billings, MT 59101

Dear Applicant:

On May 28, 2024, the Billings City Council conditionally approved the preliminary plat of Broso Valley Park Subdivision, 2<sup>nd</sup> Filing subject to the following conditions of approval:

1. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
2. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 657-8666 or by email at [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

May 28, 2024

Sincerely,

---

William A. Cole, Mayor

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Les Schwab Subsequent Minor Subdivision - Preliminary Plat  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-23-00256

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**RECOMMENDATION**

Staff recommends to the City Council that the preliminary plat of Les Schwab Subdivision be conditionally approved and the Findings of Fact adopted as presented in the staff report.

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

On April 15, 2024, Graham Engineering, on behalf of SFP-E, LLC, applied for preliminary subsequent minor plat approval for Les Schwab Subdivision. The proposed subdivision creates 2 lots for development. The subject property is generally located at the northeast corner of the intersection of Shiloh Road and Shiloh Crossing Boulevard. The property is zoned CMU2 - Corridor Mixed-Use 2. The proposed Lot 1 has the Les Schwab Tire Center on it and the proposed Lot 2 is currently vacant land.

**VARIANCES**

No variances were requested.

**PROPOSED CONDITIONS OF APPROVAL**

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

**PROCEDURAL HISTORY**

Pre-Application Meeting: November 20, 2023  
Preliminary Plat application submitted to Planning Division: April 15, 2024  
Preliminary Plat to City Council: May 28, 2024  
35 Working-Day Preliminary Plat Review period ends: June 4, 2024

**PLAT INFORMATION**

General Location: at the northeast intersection of Shiloh Road and Shiloh Crossing Boulevard  
Legal Description: Amended Shiloh Crossing Subdivision, Block 1, Lot 4E-3  
Owner/Subdivider: SFP-E, LLC  
Engineer/Surveyor: Graham Engineering  
Existing Zoning: CMU2 - Corridor Mixed-Use 2  
Existing Land Use: Vacant land  
Proposed Zoning: CMU2 - Corridor Mixed-Use 2  
Proposed Land Use: Commercial/ Mixed-use Development  
Gross & Net Area: 2.164 Acres  
Lot Size:  
Minimum: 0.762 Acres  
Maximum: 1.402 Acres  
Parkland Requirements: N/A for this subdivision

**STAKEHOLDERS**

There have been no comments received from the public on this plat at the time this memo was drafted.

## **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 June 4, 2024. State and City subdivision regulations also require that preliminary plat 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**

The preliminary plat of this subdivision will have no financial impact on the 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**

Preliminary Plat  
Draft Subdivision Improvement Agreement  
Mayor's Letterhead  
Findings of Fact

PRELIMINARY PLAT OF  
**LES SCHWAB SUBDIVISION**

BEING LOT 4E-3, BLOCK 1 OF AMENDED PLAT OF LOTS 2A-4-A, 2A-5-A, 3A & 4E, BLOCK 1  
SHILOH CROSSING SUBDIVISION  
LOCATED IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 25 EAST, P.M.M.  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: SFP-E, LLC

SURVEYED BY: ESSEX SURVEYING  
1350 PK ROAD  
SHEPHERD, MT 59079  
(406) 665-5188

SURVEY DATE: JANUARY 2024

0' 15' 30' 60'

SCALE: 1" = 30'

SURVEYED:

| LINE | BEARINGS      | DISTANCE |
|------|---------------|----------|
| L1   | S 58°19'59" E | 26.96'   |
| L2   | N 89°50'11" E | 65.62'   |

**SITE INFORMATION**

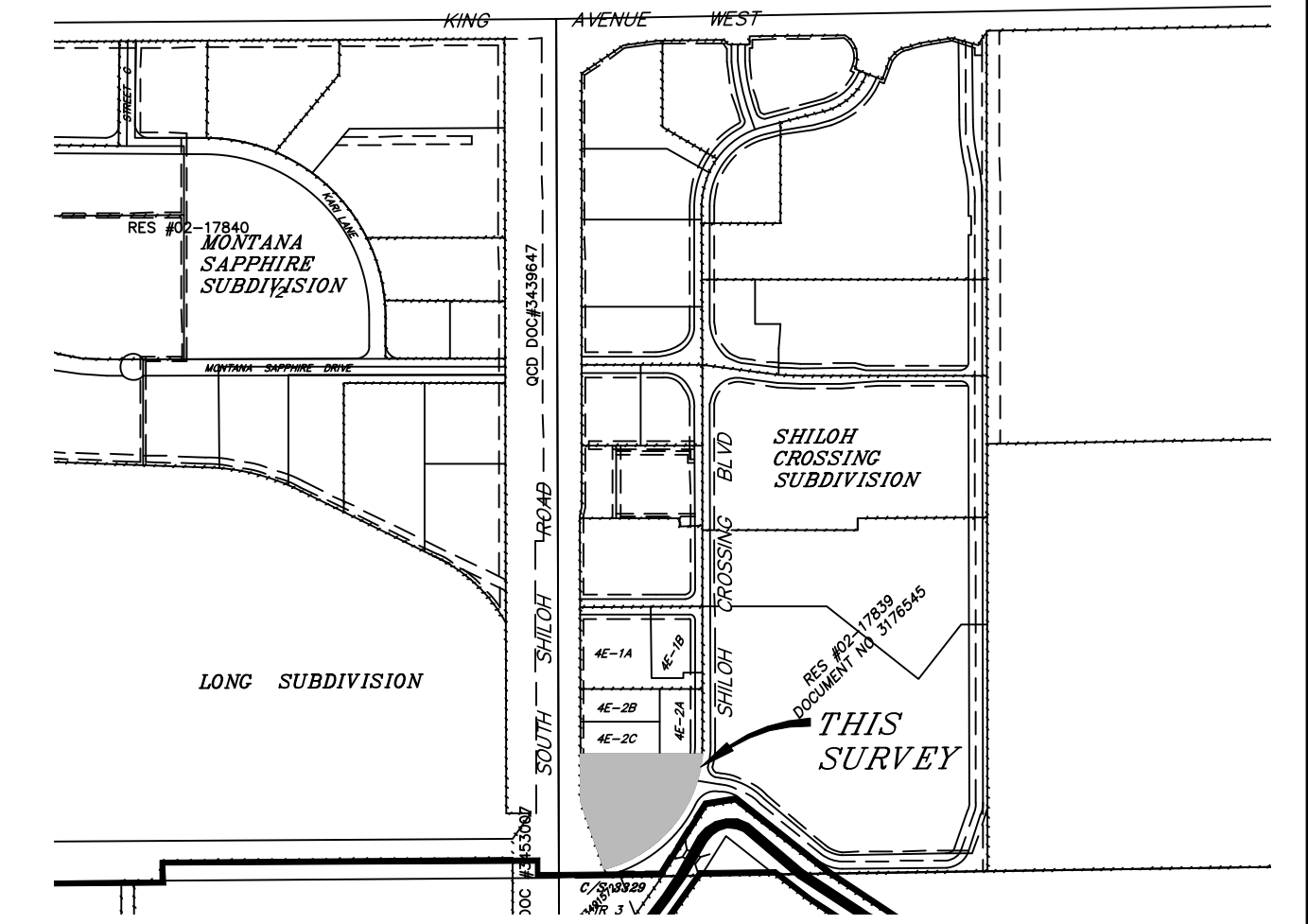
GROSS AREA 2.164 ACRES  
NET AREA 2.164 ACRES  
NUMBER OF LOTS 2  
MAX. LOT SIZE 1.402 ACRES  
MIN. LOT SIZE 0.762 ACRES  
ZONING COMMUNITY COMMERCIAL  
LAND USE MIXED USE

**LEGEND**

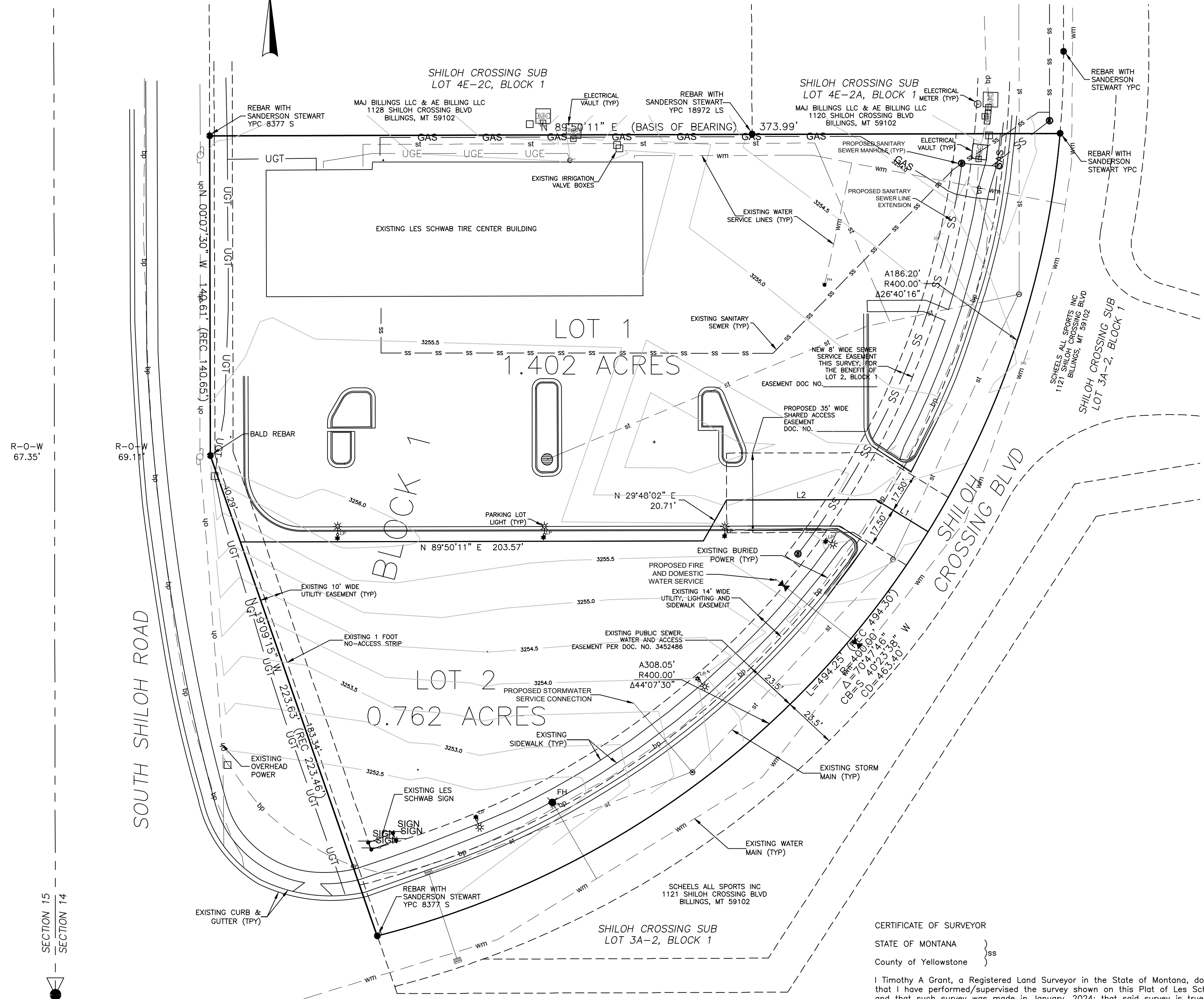
- PROPERTY CORNER FOUND - AS NOTED
- PROPERTY CORNER SET - 5/8" X 24" REBAR WITH A YELLOW PLASTIC CAP MARKED "T GRANT - 17513"

**BASIS OF BEARINGS**

GPS OBSERVATION OF THE NORTH LINE OF LOT 4E-3, BLOCK 1, SHILOH CROSSING SUBDIVISION



VICINITY MAP  
SCALE NONE



**OWNER'S CERTIFICATION AND PROPERTY DESCRIPTION**

State of Montana )  
County of Yellowstone )  
We, the undersigned property owners, certify that we have caused to be surveyed, subdivided and plotted into lots and blocks as shown by the plat hereunto annexed, the following described land, to-wit:  
Being Lot 4E-3, Block 1, of Amended Plat Of Lots 2A-4-A, 2A-5-A, 3A & 4E, Block 1, Shiloh Crossing Subdivision, Document No. 3611452, situated in the Northwest 1/4 of Section 14, Township 1 South, Range 25 East, P.M.M., City of Billings, Yellowstone County, State of Montana. Containing a gross and net area of 2.164 Acres), more or less, and all according to the attached Subdivision Plat. Subject to all easements and/or rights-of-way of record, apparent on the ground or reserved per this survey.

No parkland is being dedicated to the public pursuant to Section 76-3-621(3)(d), MCA.

The herein described tract of land is to be known and designated as:

**LES SCHWAB SUBDIVISION**

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

SFP-E, LLC

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

AS: \_\_\_\_\_

State of Montana )

County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed as \_\_\_\_\_ to the within instrument, and acknowledged to me that they executed the same.

Notary Public for the State of Montana

Printed Name of Notary

Residing at \_\_\_\_\_

My Commission expires \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY CITY ENGINEERS OFFICE**

State of Montana )

County of Yellowstone )

I hereby certify that the annexed and foregoing Plat conforms with Section 76-4-125(1)(c), M.C.A., "divisions made for purposes other than the construction of water supply or sewage and solid waste disposal facilities as the department specifies by rule and 76-4-127(2)(g), M.C.A., "certification that adequate municipal or county water and/or sewer district facilities for the supply of water and disposal of sewage and solid waste will be provided".

IN WITNESS WHEREOF, I have executed this Certificate of Approval, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Engineers Office

**CITY ATTORNEY APPROVAL**

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

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

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

**COUNTY TREASURER'S CERTIFICATION OF TAX PAYMENT**

I hereby certify that all real property taxes and special assessments assessed and levied on the land above described are paid pursuant to 76-3-611(1)(b)M.C.A. and 76-3-207(3), M.C.A.

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

Yellowstone County Treasurer

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

**SUBDIVISION IMPROVEMENTS AGREEMENT**

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

**DECLARATION OF RECIPROCAL ACCESS EASEMENT**

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

**PRIVATE SANITARY SEWER EASEMENT**

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

**CLERK AND RECORDER FILING INFORMATION**

**ERRORS AND OMISSIONS REVIEW**

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

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

**NOTICE OF PLANNING BOARD APPROVAL**

State of Montana )

County of Yellowstone )

This Plat of Les Schwab Subdivision, 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 SURVEYOR**

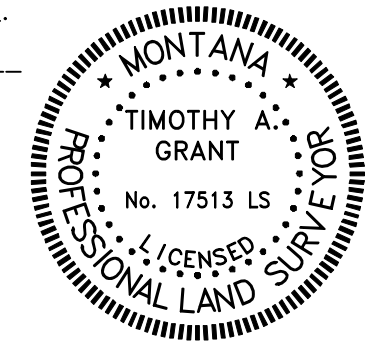
STATE OF MONTANA )

County of Yellowstone )

I, Timothy A Grant, a Registered Land Surveyor in the State of Montana, do hereby certify that I have performed/supervised the survey shown on this Plat of Les Schwab Subdivision and that such survey was made in January, 2024; that said survey is true and complete as shown and the monuments found and set are of the character and occupy the positions shown thereon. Said survey was made in accordance with the Montana Subdivision and Platting Act, Title 76, Chapter 3, MCA.

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

Timothy A Grant, 17513 LS



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

**Les Schwab Subdivision**

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(City of Billings)

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

**Les Schwab Subdivision**

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Les Schwab Tire Centers (*Subdivider*), whose address for the purpose of this agreement is **1146 Shiloh Crossing Blvd, Billings, MT 59102**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the plat of the Les Schwab Subdivision , 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 the Les Schwab Subdivision; and

**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**

No variance is being requested

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

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

- 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. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- F. The lot owners acknowledge that this subdivision is within the Shiloh Crossing Property Owner's association. As such the lots created by this subdivision are subject to the existing conditions of the prior Subdivision Improvement Agreement, Declaration of Covenants and any subsequent amendments, and Reciprocal Easement Agreements and any subsequent amendments that the lot being subdivided is currently subject to.

### **III. TRANSPORTATION**

This section should include, but not be limited to the following:

#### **A. Streets**

- No street improvements are required as part of this subdivision.

#### **B. Sidewalks**

Five foot wide concrete sidewalks exist along South Shiloh Road and Shiloh Crossing Blvd. Lot 1 is currently developed with a pedestrian accessible pathway to these sidewalks. The development of Lot 2 will require a pedestrian connection to South Shiloh Road and Shiloh Crossing Blvd.

#### **C. Street Lighting**

Street lighting existing along South Shiloh Road and Shiloh Crossing Blvd. No additional street lighting is required for this subdivision.

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

No additional traffic control devices are required for this subdivision.

**E. Access**

Lot 1 and Lot 2 of the proposed subdivision shall be accessed from Shiloh Crossing Blvd at the existing 35' access to the lot being a shared access for both lots.

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

A 10' wide asphalt bike trail exists on the west side of South Shiloh Road. No additional connection to this bike trail is required for this subdivision.

**G. Public Transit**

The City of Billings MET transit has a public stop north of the proposed subdivision approximately 500' north of Lot 1. A pedestrian path of travel currently exists from the subdivision to this location.

**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.
- An 8' wide sewer utility easement through Lot 1 to serve Lot 2 has been provided for sewer service to Lot 2.
- As part of the development of Lot 1, a new hydrant was installed to maintain minimum distances to the fire department connection. An existing fire hydrant on the south side of Lot 2 is available to serve Lot 2.

**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.

Existing stormwater service connection is provided for both lots as depicted on the Les Schwab Preliminary Plat. Stormwater management is provided by the Shiloh Crossing Subdivision. Any improvements are subject to the Shiloh Crossing Stormwater Management Reported dated January 11, 2008 (Drainage Report). The development of Lot 2 cannot exceed the allowable impervious area requirements of Lots 1 and 2 combined in accordance with the Drainage Report without providing additional stormwater detention.

## **VI. UTILITIES**

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

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

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

### **A. Water**

Lot 1 has already been developed and has an existing water service connection that was added during its development. A new water service sufficient to meet the demand of the proposed development will be required for Lot 2 from Shiloh Crossing Blvd.

### **B. Sanitary Sewer**

Lot 1 has already been developed and has an existing sewer service connection. A new 6” sewer service will need to be constructed through Lot 1 for the development of Lot 2. An 8’ wide sewer easement for this service has been provided with the preliminary plat.

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

Lot 1 has already been developed and has existing power, telephone, gas and cable television service. Lot 2 will be supplied with available buried power

located along Shiloh Crossing Blvd. An existing transformer exists at the NE corner of Lot 2. An existing gas service riser at the NE corner of Lot 2 will be utilized for gas service. Telephone and cable television are available in the South Shiloh Crossing right-of-way immediately adjacent to the site.

**VII. PARKS/OPEN SPACE**

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

**VIII. IRRIGATION**

No irrigation facilities are on the property proposed to be subdivided.

**IX. SOILS/GEOTECHNICAL STUDY**

Lot 1 is a developed property, Lot 2 will require a geotechnical study prior to development and be subject to any restrictions associated with this study.

**X. PHASING OF IMPROVEMENTS**

No phasing is proposed for this subdivision.

**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. This subdivision does not have any public improvements to be installed.
- 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



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: \_\_\_\_\_





May 28, 2024

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

Tracey Daniels  
Graham Engineering  
4591 Alexander Street  
Boseman, MT 59718

Dear Applicant/Engineer:

On June 27, 2022, the Billings City Council conditionally approved the preliminary plat of Les Schwab Subdivision, subject to the following conditions of approval:

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Hunter Kelly at (406) 247-8613 or by email at [kellyh@billingsmt.gov](mailto:kellyh@billingsmt.gov)

Sincerely,

---

William A. Cole, Mayor

## FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Les Schwab Subdivision. 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 is currently vacant. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

### **2. Effect on local services**

- a. **Utilities** – Water service will be provided by the City of Billings. New individual services will be provided to all the lots, and new fire hydrants will be installed as required by the City Fire Department. The water service for this subdivision comes from a 16” main along Shiloh Crossing Boulevard. Any needed extension of those water lines will be installed by the subdivider to meet the requirements of the City of Billings Engineering Department regulations. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, A, Water.

Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. There is an existing 8” main along Shiloh Crossing Boulevard. All new services shall be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, B, Sanitary Sewer.

Private Utilities will be provided from existing facilities to the subdivision. No additional easements on the lot frontage have been requested.

**Stormwater** – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

- b. **Solid Waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

- c. **Streets** – The subdivision is adjacent to Shiloh Crossing Boulevard. This street is a developed right of way and no street improvements are anticipated at this time. Street improvements are included in the Waiver of Right to Protest Future Special Improvement Districts.

The sidewalks will be installed by the respective lot owner on a lot-by-lot basis, as lots develop. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. The developer will also install all ADA required ramps at the intersections within the proposed subdivision. This information is all in the SIA under the heading Transportation.

- d. **Emergency Services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station, Station #5, is located at 605 S 24<sup>th</sup> St W. It is 6 minutes away or 2.93 miles by road. The subdivision is located within the ambulance service area of American Medical Response (AMR).
- e. **Schools** – School District #2 and Elysian School SD #23 provide educational services to elementary through high school students. Schools serving these students are Elysian K-8 and West High School. At the time of the writing of this staff report all schools are shown as being near or over capacity.
- f. **Parks and Recreation** – This subdivision is a minor subdivision. There are no parkland requirements.
- g. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filings of this subdivision. The developer will need to coordinate mailbox locations with the postal service. **(Condition #1)**

### **3. Effect on the natural environment**

The subject property is currently vacant land with the proposed use of mixed-use development. The property is not located in a floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

### **5. Effect on the public health, safety and welfare**

There will be no impacts to public health, safety and welfare because of this subdivision.

**B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.)]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

**C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]**

**1. City of Billings 2016 Growth Policy**

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

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):**  
Neighborhoods that are safe and attractive and provide essential services are much desired.

**Prosperity (promoting equal opportunity and economic advancement)**  
A diversity of available jobs can ensure a strong Billings' economy.

**2. West Billings Area Plan**

The proposed subdivision is consistent with the following goals of the West Billings Area Plan.

**Establish Developmental Patterns.**  
This subdivision will enable more efficient use of land and will locate commercial mixed-use development near to growing residential developments.

**3. 2018 Billings Urban Area Long Range Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

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

The proposed subdivision is within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. There is an existing trail along Shiloh Road. No additional improvements of this nature are anticipated.

**D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

**E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]**

The subject property is located within CMU 2 (Corridor Mixed Use 2) zoning. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

**F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]**

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

**G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]**

Legal and physical access provided to the proposed lot will be from Shiloh Crossing Boulevard.

### **CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Les Schwab Subdivision 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, West Billings Area Plan 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**

Staff recommends to City Council that the preliminary plat of Les Schwab Subdivision be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, May 28, 2024

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William A. Cole, Mayor

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Annafeld Subdivision, 5th Filing - Final Major Plat  
**Presented by:** David Green  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-22-00250

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**RECOMMENDATION**

Staff recommends the City Council approve the final plat of Annafeld Subdivision, 5th Filing.

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

On May 8, 2024, Sanderson Stewart applied for final plat approval for Annafeld Subdivision, 5th Filing. The proposed subdivision creates 123 lots for development. The subject property is generally located South of Elysian Road and west of Annafeld Subdivision, 4th Filing. The property is zoned Planned Development (PD). The land is currently vacant with native grasses. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

**STAKEHOLDERS**

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

**ALTERNATIVES**

The City Council may approve or deny the final plat of Annafeld Subdivision, 5th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

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

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

Staff finds the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations. City Council should approve the final plat.

**FISCAL EFFECTS**

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

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**Attachments**

Final Plat  
Final SIA  
Conditions of approval



# ANNAFIELD SUBDIVISION, FIFTH FILING

BEING LOT 6A-1 OF AMENDED PLAT OF LOT 4, BLOCK 27, LOT 5A, BLOCK 24, AND LOT 6A, BLOCK 20, ANNAFIELD SUBDIVISION, FOURTH FILING, SITUATED IN THE NW1/4 OF SECTION 19, T. 1 S., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MCCALL DEVELOPMENT, INC.  
 PREPARED BY : SANDERSON STEWART

FEBRUARY, 2024  
 BILLINGS, MONTANA

BAISIS OF BEARINGS: PLAT OF ANNAFIELD SUBDIVISION, FOURTH FILING  
 FOUND SURVEY MONUMENT, BEARS WITH YELLOW CAP MARKED  
 SANDERSON STEWART, OR AS NOTED  
 FOUND MONUMENT BOX  
 SET 5/8" X 1/2" BEARS WITH CAP MARKED WITH THE LONGER NUMBER OF THE UNDERGROUND LAND SANDERSON AND SANDERSON STEWART  
 SET INTERSECTION MONUMENTS 5/8" X 1/2" BEARS WITH CAP MARKED WITH THE LONGER NUMBER OF THE UNDERGROUND LAND SANDERSON AND SANDERSON STEWART  
 AND SANDERSON STEWART BILLINGS, MT. WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.  
 NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED.

**AREA DATA**

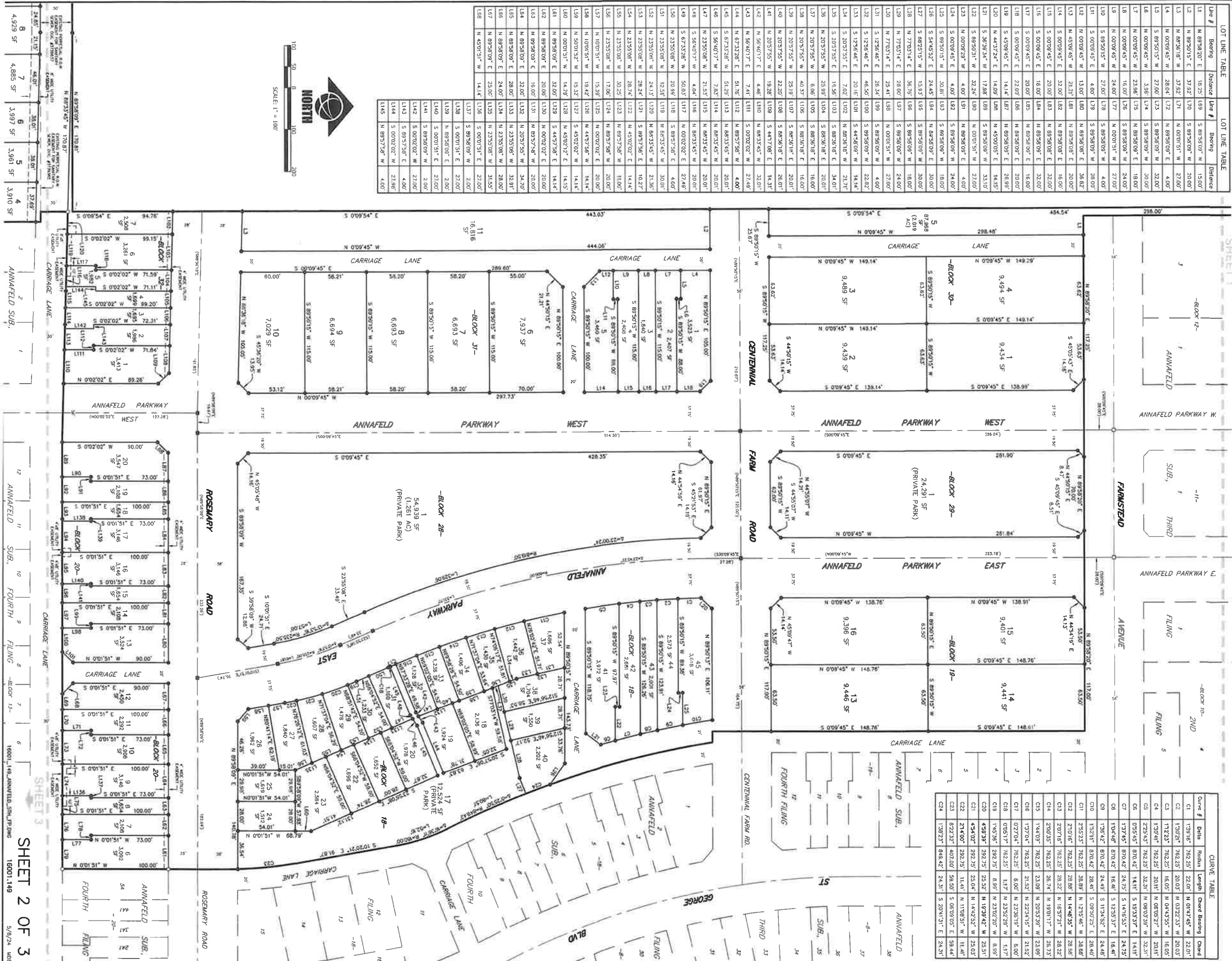
|                      |           |
|----------------------|-----------|
| LOTS (118)           | 12,488 AC |
| PRIVATE PARKLAND (+) | 2,270 AC  |
| NET AREA             | 15,193 AC |
| ROAD DEDICATION      | 6,214 AC  |
| GROSS AREA           | 21,407 AC |

**CURVE TABLE**

| Curve # | Bearing | Radius  | Length | Chord Bearing | Chord  |
|---------|---------|---------|--------|---------------|--------|
| C1      | 139°16' | 782.25' | 22.01' | N 01°37'45" W | 22.05' |
| C2      | 130°26' | 782.25' | 20.03' | N 03°22'33" W | 20.03' |
| C3      | 112°23' | 782.25' | 16.05' | N 04°43'55" W | 16.05' |
| C4      | 110°41' | 782.25' | 20.11' | N 08°05'27" W | 20.11' |
| C5      | 225°45' | 782.25' | 32.31' | N 06°03'58" W | 32.31' |
| C6      | 035°45' | 970.42' | 14.11' | S 15°33'37" E | 14.11' |
| C7      | 137°45' | 970.42' | 24.25' | S 14°16'53" E | 24.25' |
| C8      | 130°48' | 870.42' | 16.41' | S 12°55'17" E | 16.41' |
| C9      | 136°42' | 870.42' | 24.49' | S 11°04'52" E | 24.49' |
| C10     | 132°31' | 870.42' | 28.41' | S 09°50'25" E | 28.40' |
| C11     | 235°21' | 782.25' | 38.89' | N 12°15'46" W | 38.89' |
| C12     | 210°16' | 782.25' | 28.86' | N 14°48'55" W | 28.86' |
| C13     | 207°18' | 782.25' | 28.22' | N 15°37'21" W | 28.22' |
| C14     | 200°25' | 782.25' | 26.74' | N 19°01'17" W | 26.75' |
| C15     | 144°03' | 782.25' | 23.09' | N 20°53'39" W | 23.09' |
| C16     | 137°04' | 782.25' | 21.52' | N 22°34'15" W | 21.52' |
| C17     | 207°18' | 782.25' | 28.22' | N 15°37'21" W | 28.22' |
| C18     | 035°17' | 782.25' | 11.7'  | N 23°32'28" W | 11.7'  |
| C19     | 145°35' | 292.75' | 8.85'  | N 23°02'20" W | 8.85'  |
| C20     | 459°38' | 292.75' | 25.52' | N 19°39'42" W | 25.51' |
| C21     | 454°02' | 292.75' | 25.04' | N 14°42'32" W | 25.03' |
| C22     | 214°00' | 292.75' | 11.61' | N 11°08'51" W | 11.44' |
| C23     | 822°32' | 407.00' | 58.50' | S 06°08'05" E | 58.44' |
| C24     | 130°23' | 848.42' | 24.31' | S 20°11'31" E | 24.31' |

**LOT LINE TABLE**

| Line # | Bearing       | Distance | Line # | Bearing       | Distance |
|--------|---------------|----------|--------|---------------|----------|
| L1     | N 89°34'20" E | 18.25'   | L69    | S 89°34'09" W | 13.00'   |
| L2     | N 89°34'15" E | 37.82'   | L70    | S 89°34'09" W | 20.00'   |
| L3     | N 89°34'16" W | 37.62'   | L71    | N 00°01'51" W | 27.00'   |
| L4     | N 00°09'45" W | 28.84'   | L72    | N 89°34'09" E | 4.00'    |
| L5     | S 89°34'15" W | 27.00'   | L73    | S 89°34'09" W | 32.00'   |
| L6     | N 00°09'45" W | 3.86'    | L74    | S 89°34'09" W | 30.00'   |
| L7     | N 00°09'45" W | 23.86'   | L75    | N 89°34'09" E | 18.00'   |
| L8     | N 00°09'45" W | 16.00'   | L76    | S 89°34'09" W | 24.00'   |
| L9     | N 00°09'45" W | 24.80'   | L77    | N 00°01'51" W | 27.00'   |
| L10    | S 89°34'15" W | 27.00'   | L78    | S 89°34'09" W | 4.00'    |
| L11    | N 00°09'45" W | 4.80'    | L79    | S 89°34'09" W | 28.00'   |
| L12    | N 00°09'45" W | 13.00'   | L80    | N 89°34'09" E | 26.82'   |
| L13    | N 45°09'45" W | 21.21'   | L81    | N 89°34'09" E | 20.00'   |
| L14    | S 00°09'45" E | 32.00'   | L82    | N 89°34'09" E | 16.00'   |
| L15    | S 00°09'45" E | 20.00'   | L83    | N 89°34'09" E | 32.00'   |
| L16    | S 00°09'45" E | 16.00'   | L84    | N 89°34'09" E | 32.00'   |
| L17    | S 00°09'45" E | 20.00'   | L85    | N 89°34'09" E | 16.00'   |
| L18    | S 00°09'45" E | 22.00'   | L86    | N 89°34'09" E | 20.00'   |
| L19    | S 45°09'45" E | 14.14'   | L87    | N 89°34'09" E | 24.85'   |
| L20    | N 44°31'24" E | 14.89'   | L88    | N 45°09'05" E | 14.85'   |
| L21    | S 36°34'34" W | 17.88'   | L89    | S 89°34'09" W | 33.10'   |
| L22    | S 89°34'15" W | 32.24'   | L90    | N 00°01'51" W | 27.00'   |
| L23    | N 00°09'45" W | 4.80'    | L91    | N 89°34'09" E | 4.00'    |
| L24    | S 00°09'45" E | 4.80'    | L92    | S 89°34'09" W | 24.80'   |
| L25    | S 89°34'15" W | 30.81'   | L93    | S 89°34'09" W | 18.00'   |
| L26    | S 44°54'52" E | 24.45'   | L94    | N 89°34'09" E | 30.00'   |
| L27    | S 89°34'15" W | 15.93'   | L95    | S 89°34'09" W | 30.00'   |
| L28    | N 77°03'14" E | 36.76'   | L96    | S 89°34'09" W | 18.00'   |
| L29    | N 77°03'14" E | 28.80'   | L97    | S 89°34'09" W | 24.80'   |
| L30    | N 77°03'14" E | 25.41'   | L98    | N 00°01'51" W | 27.00'   |
| L31    | S 12°58'44" E | 26.34'   | L99    | S 89°34'09" W | 4.00'    |
| L32    | S 12°58'44" E | 46.50'   | L100   | S 89°34'09" W | 22.82'   |
| L33    | S 12°58'44" E | 20.16'   | L101   | S 44°58'09" W | 14.41'   |
| L34    | S 20°35'25" E | 7.02'    | L102   | N 89°34'16" W | 21.71'   |
| L35    | S 20°35'25" E | 19.96'   | L103   | S 89°34'16" E | 34.01'   |
| L36    | N 20°37'55" W | 25.89'   | L104   | S 89°34'16" E | 20.01'   |
| L37    | N 20°37'55" W | 6.86'    | L105   | S 89°34'16" E | 16.00'   |
| L38    | N 20°37'55" W | 40.37'   | L106   | S 89°34'16" E | 16.00'   |
| L39    | N 20°37'55" W | 25.19'   | L107   | S 89°34'16" E | 20.01'   |
| L40    | N 20°37'55" W | 22.20'   | L108   | S 89°34'16" E | 26.01'   |
| L41    | N 20°37'55" W | 19.28'   | L109   | S 44°37'08" E | 14.31'   |
| L42    | N 56°40'17" E | 4.46'    | L110   | N 89°34'15" W | 32.01'   |
| L43    | N 56°40'17" E | 7.41'    | L111   | S 00°02'02" W | 27.49'   |
| L44    | S 67°23'28" W | 51.29'   | L112   | N 89°34'15" W | 4.00'    |
| L45    | S 67°23'28" W | 7.83'    | L113   | N 89°34'15" W | 20.01'   |
| L46    | S 67°23'28" W | 7.83'    | L114   | N 89°34'15" W | 20.01'   |
| L47    | N 23°35'08" W | 21.33'   | L115   | N 89°34'15" W | 20.01'   |
| L48    | S 56°40'17" W | 4.84'    | L116   | N 89°34'15" W | 20.01'   |
| L49    | S 67°23'28" W | 30.03'   | L117   | N 00°02'02" E | 27.49'   |
| L50    | N 23°35'08" W | 20.89'   | L118   | S 89°37'58" E | 4.00'    |
| L51    | N 23°35'08" W | 12.51'   | L119   | N 89°34'15" W | 30.01'   |
| L52    | N 23°35'08" W | 24.13'   | L120   | N 89°34'15" W | 21.35'   |
| L53    | N 23°35'08" W | 28.24'   | L121   | N 89°37'58" E | 10.27'   |
| L54    | N 23°35'08" W | 28.74'   | L122   | N 45°02'02" E | 14.41'   |
| L55    | N 23°35'08" W | 30.25'   | L123   | N 89°37'58" W | 11.00'   |
| L56    | N 23°35'08" W | 17.86'   | L124   | N 89°37'58" W | 20.00'   |
| L57    | N 00°01'51" W | 15.39'   | L125   | N 00°02'02" E | 20.00'   |
| L58    | N 00°01'51" W | 19.42'   | L126   | N 44°57'48" W | 14.41'   |
| L59    | N 00°01'51" W | 15.32'   | L127   | S 45°02'02" W | 14.41'   |
| L60    | N 00°01'51" W | 14.97'   | L128   | N 45°02'12" E | 14.15'   |
| L61    | N 89°34'09" E | 32.00'   | L129   | S 44°57'48" W | 14.41'   |
| L62    | N 89°34'09" E | 20.00'   | L130   | N 00°02'02" E | 20.00'   |
| L63    | N 89°34'09" E | 16.00'   | L131   | N 89°37'58" W | 20.00'   |
| L64    | N 89°34'09" E | 32.00'   | L132   | N 20°37'55" W | 34.70'   |
| L65    | N 89°34'09" E | 28.00'   | L133   | N 23°35'08" W | 32.81'   |
| L66    | N 89°34'09" E | 24.00'   | L134   | N 23°35'08" W | 28.00'   |
| L67    | N 89°34'09" E | 23.00'   | L135   | N 23°35'08" W | 31.55'   |
| L68    | N 45°01'51" W | 14.14'   | L136   | S 00°01'51" E | 27.00'   |
| L69    | S 89°34'09" W | 2.00'    |        |               |          |
| L70    | S 00°01'51" E | 27.00'   |        |               |          |
| L71    | S 00°01'51" E | 27.00'   |        |               |          |
| L72    | S 00°02'02" W | 27.00'   |        |               |          |
| L73    | S 00°02'02" W | 27.00'   |        |               |          |
| L74    | S 00°02'02" W | 27.48'   |        |               |          |
| L75    | N 89°37'58" W | 4.00'    |        |               |          |



| Line # | Bearing       | Distance | Line # | Bearing       | Distance |
|--------|---------------|----------|--------|---------------|----------|
| L1     | N 89°30'00" E | 18.25'   | L69    | S 89°30'09" W | 15.00'   |
| L2     | N 89°30'15" E | 37.62'   | L70    | S 89°30'09" W | 27.00'   |
| L3     | N 89°30'18" W | 37.62'   | L71    | N 00°01'51" W | 27.00'   |
| L4     | N 00°09'45" W | 28.04'   | L72    | N 89°30'09" E | 4.00'    |
| L5     | N 89°30'15" W | 27.00'   | L73    | S 89°30'09" W | 32.00'   |
| L6     | N 00°09'45" W | 3.88'    | L74    | S 89°30'09" W | 30.00'   |
| L7     | N 00°09'45" W | 23.96'   | L75    | S 89°30'09" E | 18.00'   |
| L8     | N 00°09'45" W | 16.00'   | L76    | S 89°30'09" W | 24.00'   |
| L9     | N 00°09'45" W | 24.00'   | L77    | N 00°01'51" W | 27.00'   |
| L10    | S 89°30'15" W | 27.00'   | L78    | S 89°30'09" W | 4.00'    |
| L11    | S 89°30'45" E | 4.00'    | L79    | S 89°30'09" W | 28.00'   |
| L12    | N 00°09'45" W | 12.00'   | L80    | N 89°30'09" E | 36.82'   |
| L13    | N 89°30'45" W | 21.21'   | L81    | N 89°30'09" E | 20.00'   |
| L14    | S 00°09'45" E | 32.00'   | L82    | N 89°30'09" E | 16.00'   |
| L15    | S 00°09'45" E | 20.00'   | L83    | N 89°30'09" E | 32.00'   |
| L16    | S 00°09'45" E | 16.00'   | L84    | N 89°30'09" E | 32.00'   |
| L17    | S 00°09'45" E | 20.00'   | L85    | N 89°30'09" E | 16.00'   |
| L18    | S 00°09'45" E | 22.00'   | L86    | N 89°30'09" E | 20.00'   |
| L19    | S 89°30'45" E | 14.14'   | L87    | N 89°30'09" E | 26.89'   |
| L20    | N 43°12'24" E | 14.08'   | L88    | N 45°00'05" E | 14.15'   |
| L21    | S 89°30'34" W | 17.88'   | L89    | S 89°30'09" W | 33.10'   |
| L22    | S 89°30'31" W | 32.24'   | L90    | N 00°01'51" W | 27.00'   |
| L23    | N 00°09'29" W | 4.00'    | L91    | N 89°30'09" E | 4.00'    |
| L24    | S 00°09'45" E | 4.00'    | L92    | S 89°30'09" W | 24.00'   |
| L25    | S 89°30'15" W | 20.81'   | L93    | S 89°30'09" W | 18.00'   |
| L26    | S 84°45'52" E | 24.45'   | L94    | N 89°30'09" W | 18.00'   |
| L27    | S 89°30'15" W | 15.83'   | L95    | S 89°30'09" W | 30.00'   |
| L28    | N 77°03'14" E | 36.76'   | L96    | S 89°30'09" W | 18.00'   |
| L29    | N 77°03'14" E | 28.00'   | L97    | S 89°30'09" W | 24.00'   |
| L30    | N 77°03'14" E | 25.41'   | L98    | N 00°01'51" W | 27.00'   |
| L31    | S 12°58'46" E | 26.34'   | L99    | S 89°30'09" W | 4.00'    |
| L32    | S 12°58'46" E | 46.50'   | L100   | S 89°30'09" W | 22.82'   |
| L33    | S 12°58'46" E | 20.16'   | L101   | S 44°50'09" W | 14.14'   |
| L34    | S 20°57'55" E | 7.02'    | L102   | N 89°30'18" W | 21.27'   |
| L35    | S 20°57'55" E | 18.86'   | L103   | S 89°30'18" E | 34.01'   |
| L36    | N 20°57'55" W | 23.99'   | L104   | S 84°56'19" E | 20.01'   |
| L37    | N 20°57'55" W | 6.06'    | L105   | S 84°56'19" E | 16.00'   |
| L38    | N 20°57'55" W | 40.37'   | L106   | S 89°30'18" E | 16.00'   |
| L39    | N 20°57'55" W | 23.19'   | L107   | S 84°56'19" E | 20.01'   |
| L40    | N 20°57'55" W | 22.20'   | L108   | S 84°56'19" E | 28.01'   |
| L41    | N 20°57'55" W | 19.28'   | L109   | S 44°47'00" E | 14.31'   |
| L42    | N 59°00'17" E | 4.46'    | L110   | N 89°33'45" W | 32.01'   |
| L43    | N 59°00'17" E | 7.41'    | L111   | S 00°02'02" W | 27.48'   |
| L44    | N 67°33'28" E | 51.26'   | L112   | N 89°32'58" W | 4.00'    |
| L45    | S 67°33'28" W | 51.28'   | L113   | N 89°33'45" W | 20.01'   |
| L46    | S 56°00'17" W | 7.83'    | L114   | N 89°33'45" W | 20.01'   |
| L47    | N 23°55'08" W | 21.33'   | L115   | N 89°33'45" W | 20.01'   |
| L48    | S 56°00'17" W | 4.04'    | L116   | N 84°33'45" W | 20.01'   |
| L49    | S 67°33'28" W | 50.03'   | L117   | N 00°02'02" E | 27.49'   |
| L50    | N 23°55'08" W | 20.99'   | L118   | S 89°32'58" W | 4.00'    |
| L51    | N 23°55'08" W | 12.51'   | L119   | S 89°33'45" W | 21.36'   |
| L52    | N 23°55'08" W | 24.13'   | L120   | N 89°33'45" W | 20.37'   |
| L53    | N 23°55'08" W | 28.24'   | L121   | S 89°32'58" E | 10.27'   |
| L54    | N 23°55'08" W | 28.274'  | L122   | N 45°02'02" E | 14.14'   |
| L55    | N 23°55'08" W | 30.251'  | L123   | N 89°32'58" W | 11.00'   |
| L56    | N 23°55'08" W | 17.06'   | L124   | N 89°32'58" W | 20.00'   |
| L57    | N 10°01'51" W | 15.38'   | L125   | N 00°02'02" E | 20.00'   |
| L58    | N 10°01'51" W | 19.42'   | L126   | N 44°57'58" W | 14.14'   |
| L59    | N 50°01'52" W | 15.32'   | L127   | S 45°02'02" W | 14.14'   |
| L60    | N 00°01'51" W | 14.78'   | L128   | N 45°02'12" E | 14.15'   |
| L61    | N 89°30'09" E | 32.00'   | L129   | S 44°57'58" E | 14.14'   |
| L62    | N 89°30'09" E | 20.00'   | L130   | N 00°02'02" E | 20.00'   |
| L63    | N 89°30'09" E | 16.00'   | L131   | N 89°32'58" W | 20.00'   |
| L64    | N 89°30'09" E | 32.00'   | L132   | N 20°57'55" W | 34.70'   |
| L65    | N 89°30'09" E | 28.00'   | L133   | N 23°55'08" W | 32.91'   |
| L66    | N 89°30'09" E | 24.00'   | L134   | N 23°55'08" W | 28.00'   |
| L67    | N 89°30'09" E | 25.00'   | L135   | N 23°55'08" W | 31.55'   |
| L68    | N 45°01'51" W | 14.14'   | L136   | S 00°01'51" E | 27.00'   |
|        |               |          | L137   | S 89°30'09" W | 2.00'    |
|        |               |          | L138   | S 00°01'51" E | 27.00'   |
|        |               |          | L139   | N 89°30'09" E | 2.00'    |
|        |               |          | L140   | S 00°01'51" E | 27.00'   |
|        |               |          | L141   | S 89°30'09" W | 2.00'    |
|        |               |          | L142   | S 00°02'02" W | 2.00'    |
|        |               |          | L143   | S 89°31'58" E | 4.00'    |
|        |               |          | L144   | S 00°02'02" W | 27.98'   |
|        |               |          | L145   | N 89°32'58" W | 4.00'    |

| Curve # | Delta    | Radius  | Length | Chord Bearing | Chord  |
|---------|----------|---------|--------|---------------|--------|
| C1      | 139°31'  | 762.25' | 22.00' | N 01°57'45" W | 22.01' |
| C2      | 130°21'  | 762.25' | 20.03' | N 03°23'33" W | 20.03' |
| C3      | 112°23'  | 762.25' | 16.05' | N 04°43'55" W | 16.05' |
| C4      | 130°04'  | 762.25' | 20.11' | N 06°05'27" W | 20.11' |
| C5      | 225°34'  | 762.25' | 32.31' | N 08°53'58" W | 32.31' |
| C6      | 075°45'  | 870.42' | 14.11' | S 15°53'57" E | 14.11' |
| C7      | 137°45'  | 870.42' | 24.75' | S 14°16'33" E | 24.75' |
| C8      | 104°48'  | 870.42' | 16.41' | S 12°53'57" E | 16.41' |
| C9      | 138°42'  | 870.42' | 24.49' | S 11°34'52" E | 24.49' |
| C10     | 152°11'  | 870.42' | 28.41' | S 09°50'55" E | 28.40' |
| C11     | 255°23'  | 762.25' | 38.89' | N 12°15'46" W | 38.88' |
| C12     | 210°16'  | 762.25' | 28.88' | N 14°48'35" W | 28.88' |
| C13     | 207°16'  | 762.25' | 26.22' | N 15°57'21" W | 26.22' |
| C14     | 200°35'  | 762.25' | 26.74' | N 19°11'17" W | 26.73' |
| C15     | 144°09'  | 762.25' | 23.09' | N 20°53'59" W | 23.09' |
| C16     | 137°04'  | 762.25' | 21.52' | N 22°34'15" W | 21.52' |
| C17     | 072°04'  | 870.42' | 6.00'  | N 23°56'19" W | 6.00'  |
| C18     | 015°17'  | 762.25' | 11.17' | N 23°52'29" W | 11.17' |
| C19     | 145°38'  | 282.75' | 8.99'  | N 23°02'29" W | 8.99'  |
| C20     | 4°59'38" | 282.75' | 22.92' | N 19°59'42" W | 22.91' |
| C21     | 4°54'02" | 282.75' | 11.44' | N 14°42'32" W | 23.03' |
| C22     | 271°00"  | 282.75' | 11.44' | N 11°09'31" W | 11.41' |
| C23     | 82°32'   | 402.00' | 58.50' | S 06°59'05" E | 58.44' |
| C24     | 135°23'  | 869.42' | 24.31' | S 20°41'31" E | 24.31' |

| Line # | Bearing       | Distance | Line # | Bearing       | Distance |
|--------|---------------|----------|--------|---------------|----------|
| L1     | N 89°30'00" E | 18.25'   | L69    | S 89°30'09" W | 15.00'   |
| L2     | N 89°30'15" E | 37.62'   | L70    | S 89°30'09" W | 27.00'   |
| L3     | N 89°30'18" W | 37.62'   | L71    | N 00°01'51" W | 27.00'   |
| L4     | N 00°09'45" W | 28.04'   | L72    | N 89°30'09" E | 4.00'    |
| L5     | N 89°30'15" W | 27.00'   | L73    | S 89°30'09" W | 32.00'   |
| L6     | N 00°09'45" W | 3.88'    | L74    | S 89°30'09" W | 30.00'   |
| L7     | N 00°09'45" W | 23.96'   | L75    | S 89°30'09" E | 18.00'   |
| L8     | N 00°09'45" W | 16.00'   | L76    | S 89°30'09" W | 24.00'   |
| L9     | N 00°09'45" W | 24.00'   | L77    | N 00°01'51" W | 27.00'   |
| L10    | S 89°30'15" W | 27.00'   | L78    | S 89°30'09" W | 4.00'    |
| L11    | S 89°30'45" E | 4.00'    | L79    | S 89°30'09" W | 28.00'   |
| L12    | N 00°09'45" W | 12.00'   | L80    | N 89°30'09" E | 36.82'   |
| L13    | N 89°30'45" W | 21.21'   | L81    | N 89°30'09" E | 20.00'   |
| L14    | S 00°09'45" E | 32.00'   | L82    | N 89°30'09" E | 16.00'   |
| L15    | S 00°09'45" E | 20.00'   | L83    | N 89°30'09" E | 32.00'   |
| L16    | S 00°09'45" E | 16.00'   | L84    | N 89°30'09" E | 32.00'   |
| L17    | S 00°09'45" E | 20.00'   | L85    | N 89°30'09" E | 16.00'   |
| L18    | S 00°09'45" E | 22.00'   | L86    | N 89°30'09" E | 20.00'   |
| L19    | S 89°30'45" E | 14.14'   | L87    | N 89°30'09" E | 26.89'   |
| L20    | N 43°12'24" E | 14.08'   | L88    | N 45°00'05" E | 14.15'   |
| L21    | S 89°30'34" W | 17.88'   | L89    | S 89°30'09" W | 33.10'   |
| L22    | S 89°30'31" W | 32.24'   | L90    | N 00°01'51" W | 27.00'   |
| L23    | N 00°09'29" W | 4.00'    | L91    | N 89°30'09" E | 4.00'    |
| L24    | S 00°09'45" E | 4.00'    | L92    | S 89°30'09" W | 24.00'   |
| L25    | S 89°30'15" W | 20.81'   | L93    | S 89°30'09" W | 18.00'   |
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| L67    | N 89°30'09" E | 25.00'   | L135   | N 23°55'08" W | 31.55'   |
| L68    | N 45°01'51" W | 14.14'   | L136   | S 00°01'51" E | 27.00'   |
|        |               |          | L137   | S 89°30'09" W | 2.00'    |
|        |               |          | L138   | S 00°01'51" E | 27.00'   |
|        |               |          | L139   | N 89°30'09" E | 2.00'    |
|        |               |          | L140   | S 00°01'51" E | 27.00'   |
|        |               |          | L141   | S 89°         |          |

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

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS  
ANNAFELD SUBDIVISION, FIFTH FILING  
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Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS  
ANNAFELD SUBDIVISION, FIFTH FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **MCCALL DEVELOPMENT, INC.**, whose address for the purpose of this agreement is 1536 Mallowney Lane, Suite 100; Billings, Montana 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, the plat of Annafeld Subdivision, Fifth Filing located in Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on the 28th day of March 2023, the Board of Planning recommended conditional approval of a preliminary plat of Annafeld Subdivision, Fifth Filing; and

**WHEREAS**, at a regular meeting conducted on the 24th day of April 2023, the City Council conditionally approved a preliminary plat of Annafeld Subdivision, Fifth 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 Annafeld Subdivision, Fifth 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**

None requested

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

- A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within five years, the City has the right to construct the sidewalk and assess the property owners.
- B. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- C. Lot owners should be aware that this subdivision is built with a “traditional neighborhood” design. The single-family dwellings will have the garage set in the rear of the lots. The access will be provided to the garages by means of a paved Carriage Lane.
- D. Lot owners should be aware that this subdivision is zoned “Planned Development” (PD). Special zoning regulations regarding lot development will be enforced in accordance with the Amended Planned Development Agreement recorded at the Yellowstone County Clerk and Records Office under Document No. 3826023.
- E. Lot owners should be aware that this subdivision is adjacent to wildlife habitat. Consequently, owners are advised that wildlife indigenous to the area is found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and

gardens. Any impacts associated with wildlife and any damage arising there from is the responsibility of the lot owners.

- F. No water rights have been transferred to the individual lot owners but may be held by the Subdivider and/or the homeowners association. 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 without the permission of the controlling ditch company.
- G. Lot owners should be aware they may be required to participate in a park maintenance district administered by the homeowners' association for Annafeld Subdivision, Fifth Filing.
- H. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28-201, BMCC and detailed in the City of Billings *Stormwater Management Manual*.
- I. Lot owners should be aware that the Yellowstone River Channel Migration Study sponsored by the Yellowstone River Conservation District Council and the U.S. Army Corp of Engineers has identified areas which may be susceptible to erosion by the Yellowstone River. Owners are encouraged to review the extent to which bank erosion may pose a threat to structures built in this subdivision.
- J. Lot owners should be aware that Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm. Higher house finished floor elevations may be required on a lot-by-lot basis.
- K. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and

the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual*.

### III. TRANSPORTATION

#### A. Streets

1. All internal access roads and site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.
2. All internal streets (excluding Annafeld Parkway East and Annafeld Parkway West) within the subdivision shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All public roads will be built to provide a 34-foot back-to-back curb street width. The design cross-sections of said streets shall be submitted to, and approved by, the City of Billings Public Works Department. The street improvements will be completed by private contract or SID.
3. With the completion of Phases I and II, Annafeld Parkway East and Annafeld Parkway West will be designed for one-way traffic with 45-degree turn-in parking on one side of the drive aisle and parallel parking on the other side. Total width of Annafeld Parkway East and West will be 45.25-foot back of curb to back of curb. Each street will consist of 8.5-foot width for parallel parking space, 20-foot-wide drive aisle and 16.75-foot width for the 45-degree turn-in parking. The street shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. The design cross-section of said street shall be submitted to, and approved by, the City of Billings Public Works Department. The street improvements will be completed by private contract or SID. With Phase I, a portion of Annafeld Parkway East will be constructed adjacent to Lot 15, Block 19 and will temporarily function as a 2-way street until Phase II is constructed.
4. At the time of this Filing, Phase IV of Harmony Meadows Subdivision, Second Filing has not been constructed. Therefore, a

physical connection between Annafeld Subdivision and Harmony Meadows Subdivision cannot be made. Furthermore, even if the Story Road connection were constructed, the traffic generated from Annafeld Subdivision, Fifth Filing would be unlikely to utilize Story Road based on proximity to Elysian Road and the land uses that are currently in Harmony Meadows Subdivision. Therefore, a detailed traffic impact analysis of the Story Road connection to Harmony Meadows Subdivision is not required for this Filing of Annafeld Subdivision. A traffic impact analysis of the Story Road connection to Harmony Meadows Subdivision is required with future filings.

The Subdivider agrees to contribute up to 50 percent of the cost for design, permitting, and construction of the Hogan's Slough crossing on Story Road. If the cash contribution is not sufficient to cover 50 percent of the crossing costs at the time of construction, the City retains the right to create a SID to recover additional design and construction costs.

The timing of the contribution for the Hogan's Slough crossing on Story Road shall be made at the earlier of the following:

- I. At the time an Annafeld Subdivision Traffic Impact Study recommends the Story Road connection be completed.
- II. At the commencement of construction of Phase IV improvements for Harmony Meadows Subdivision, 2nd Filing.
- III. Prior to final plat approval of the final filing of Annafeld Subdivision.

- 5. A traffic accessibility study has been completed for the Annafeld Subdivision, Fifth Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. Based on the additional lots created with Annafeld Subdivision, Fifth Filing, the percent of traffic contribution and associated costs to these intersections is as follows:

|                                    |       |             |
|------------------------------------|-------|-------------|
| S. Frontage Rd/Midland Road        |       |             |
| & Mullowney Ln                     | 2.42% | \$8,470.00  |
| Mullowney Lane & Elysian Road      | 3.50% | \$12,250.00 |
| Elysian Road & East Lane           | 1.50% | \$5,250.00  |
| Elysian Road & South Frontage Road | 1.05% | \$3,675.00  |
| South Frontage Road & East Lane    | 0.53% | \$1,855.00  |

The cash contributions shall be based on the percent of traffic contributions to the intersections based on the total cost of an intersection as determined by City Engineering for the year in which the contribution is made. These cash contributions for the intersection improvements will be made prior to final plat approval. The percentage contributions are as outlined within the Traffic Impacts Study for Annafeld Subdivision, Fifth Filing as submitted with the preliminary plat.

**B. Carriage Lanes**

All Carriage Lanes within the subdivision shall be built to grade with a satisfactory subbase, base course, and asphalt surface or concrete surface. All Carriage Lane approaches constructed with asphalt shall be replaced with concrete by the Subdivider at the time when home construction is complete. In the event asphalt approaches within the subdivision are not replaced with concrete within three years of the date of recording of the final plat, the City may construct the concrete approaches and assess the Subdivider for the costs associated with the approach construction. Carriage Lane pavement widths shall be 12-feet. The design cross-sections of said Carriage Lanes shall be submitted to, and approved by, the City of Billings Public Works Department. No trees are allowed to be planted in the Carriage Lane. In addition, no shrubs taller than two feet are allowed to be planted in Carriage Lanes. The existing Carriage Lane constructed with Annafeld 4<sup>th</sup> Filing to the west of existing Lots 1 through 5, Block 18 will be widened to a 33-foot drive aisle along the frontage adjacent to Lots 41 through 45, Block 18 to provide emergency vehicle access, and the Carriage Lane adjacent to north side of Lots 5-9, Block 33 will be constructed with 33-foot-wide drive aisle with curb and gutter on the south of the lane to provide emergency vehicle access. A temporary gravel turnaround is provided on southern portion of Lot 10, Block 26.

**C. Sidewalks**

Subdivider shall install handicap access ramps at the time of lot development, where necessary. Construction of sidewalks along frontage of the lots shall be installed by the lot owner at the time of lot development. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. Developer shall construct the 5-foot-wide boulevard sidewalk adjacent to private parks (north/south side of Lot 1, Block 28; north/south sides of Lot 1, Block 29) at the time of private park development.

**D. Street Lighting**

Street lighting is not required for this subdivision; however, it is anticipated that street lighting will be installed for Fifth Filing by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

**E. Traffic Control Devices**

1. Street name signs for streets within the subdivision, or located immediately adjacent thereto, shall be furnished and installed in accordance with the specifications of the City of Billings Public Works and Fire Departments.
2. No traffic signals are required within this subdivision.
3. The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the City of Billings Public Works Department.

**F. Access**

Access to the subdivision will be provided by Farmstead Avenue, Centennial Farm Road, Rosemary Road, Eva Marie Lane, Norma Jean Lane, and Annafeld Parkway West. Carriage Lane access is also provided to all residential lots within the subdivision.

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

A multi-use trail has been constructed along the south boundary of Elysian Road. Said multi-use trail extends from the east boundary of the subdivision to the easterly right-of-way line of East Lane.

In addition, a 10-foot-wide multi-use path will be provided on the north side of Rosemary Road (adjacent to Lots 24, 25 and 26, Block 18; Lot 1, Block 28; and Lot 10 Block 31). Construction of this 10-foot-wide multi-use path will occur with adjacent lot and private park development. No additional trail improvements will be required as part of this subdivision.

## **H. Public Transit**

There are no MET Transit routes that service this subdivision at this time. The nearest established route is at the intersection of Elysian Road and Mallowney Lane. No improvements with regard to MET Transit vehicles are anticipated at this time.

## **IV. EMERGENCY SERVICE**

### **A. Fire Hydrants**

Emergency service will be provided by the City. Placement of fire hydrants will be as required by the City of Billings Fire Department.

### **B. Construction of Buildings**

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 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 20-foot-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.

**C. Building Location**

All buildings shall be located on each lot so that the furthest portion of each building is within 150-feet from an approved fire department access road over an approved route excluding all carriage lanes.

**V. STORM DRAINAGE**

- A.** A stormwater management plan shall be submitted to the Engineering Division prior to final plat approval. The storm drainage system for Annafeld Subdivision, Fifth Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, then into Hogan's Slough. All drainage improvements shall comply with the provisions of the City of Billings *Stormwater Management Manual* and Chapter 28, BMCC.
- B.** The mechanical stormwater filtration manholes are existing, and associated improvements are privately owned and maintained by the HOA. Annafeld Subdivision, Fifth Filing will be included in the HOA that is responsible to maintain these facilities. O&M requirements and HOA maintenance and fiscal responsibilities have been outlined within the Annafeld Subdivision, First Filing I O&M Manual.
- C.** Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm.
- D.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the City of Billings *Stormwater Management Manual*.

- E.** The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual*.

## **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 of/connection 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/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new water and/or sanitary sewer service connections are made.

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

### **A. Water**

The Annafeld Subdivision water system consists of a series of looped water mains located in each of the local streets. The subdivision water system will consist of new 12-inch water main in Norma Jean and in a portion of St. Peter Lane. 8-inch water mains will be installed in the remaining streets in Annafeld Subdivision, Fifth Filing. Future filings of the Annafeld Planned Development will provide the opportunity to make additional connections to the trunk main in Elysian Road providing water main looping.

### **B. Sanitary Sewer**

Sanitary sewer service to Annafeld Sub., 5th Filing will be provided by connecting to the existing 8-inch gravity sewer main located in Rosemary

Road, Eva Marie Lane, Norma Jean Lane, and Annafeld Parkway W. There is an existing 10-inch sewer main located in Centennial Farm Road, from St. George Boulevard to Annafeld Parkway E., and extends north in Annafeld Parkway E. to Farmstead Avenue. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

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

Private utility facilities currently exist to serve the subdivision. The private utility facilities will be installed within the Carriage Lane right-of-way and by easements included on the plat, as requested by the utility companies, to provide routes to the Carriage Lanes.

**VII. PARKS/OPEN SPACE**

The subdivision lies within a planned unit development that provides for land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development, per 76-3-621(6)(a) of the Montana Code Annotated. The park and open space within the Annafeld Planned Unit Development Master Plan meets or exceeds the 0.938 acres (11% of net lot area, 5th Filing) of dedication required under section 76-3-621(1), MCA. The Subdivider and City agree that the parkland dedication has been met through the dedication of private park area within Annafeld Subdivision, Fifth Filing and with additional public and private park dedication with Annafeld Subdivision, First, Second, Third, and Fourth Filings.

In addition, the lots within Annafeld Subdivision, Fifth Filing may provide additional funding to complete the park improvements for the previously created public parkland SID. The park improvements shall be in accordance with the City Council approved Annafeld Parks Master Plan. The Subdivider shall prepare all SID documents necessary for creation, and coordinate with the City of Billings Parks and Recreation Department for review and approval. If all park improvements as defined in the Annafeld Parks Master Plan have been completed prior to the creation of this park SID, then this park SID will no longer be required.

The current park maintenance district (PMD 4041) for Annafeld Subdivision, First Filing shall be expanded to include lots with Annafeld Subdivision, Fifth Filing for the perpetual maintenance of the public parkland. The Subdivider shall prepare all park maintenance district documents necessary for its expansion and coordinate with the City of Billings Parks and Recreation Department for review and approval.

## **VIII. HOMEOWNER'S ASSOCIATIONS**

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

### **A. Contact Information**

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

### **B. Stormwater Drainage Facilities**

The HOA shall be responsible for the maintenance of the mechanical filtration stormwater manholes. The HOA shall share the cost of maintenance of the community stormwater facilities.

## **IX. POSTAL DELIVERY**

The Subdivider shall provide centralized delivery boxes with sufficient pullout to accommodate a mail carrier vehicle. The location of the boxes shall be reviewed and approved by the United States Postal Service.

## **X. SOILS/GEOTECHNICAL STUDY**

A soils/geotechnical study has been performed for the subdivision by Rimrock Engineering Inc. The report dated February 22, 2023, is available for review at the City of Billings Planning Department. Lot owners and contractors/builders are encouraged to review the report and its recommendations.

## **XI. PHASING OF IMPROVEMENTS**

The Subdivider does not desire to commence development of all lots within the subdivision but does desire to file the approved final plat of Annafield Subdivision, Fifth Filing, and to sell and convey lots in said subdivision in phases. Improvements for the subdivision are to be developed in two (2) phases. The phases are defined as follows:

### **Phase I**

Phase I improvements shall be constructed utilizing a private contract or an SID. Phase I improvements shall include necessary street and utility improvements

adjacent to phase I lots. The lots to be served by Phase I are more particularly described as follows:

Annafeld Subdivision, 5th Filing

Block 19, Lots 14 & 15  
Block 20, Lots 6 through 20  
Block 22, Lots 9 through 15  
Block 24, Lots 5 through 15  
Block 26, Lots 4 through 10  
Block 32, Lots 1 through 7  
Block 33, Lots 1 through 24

**Phase II – Opened by November 1, 2026**

Phase II improvements shall be constructed utilizing a private contract or an SID. Phase II improvements shall include necessary street and utility improvements adjacent to phase II lots. The lots to be served by Phase II are more particularly described as follows:

Annafeld Subdivision, 5th Filing

Block 18, Lots 17 through 45  
Block 19, Lots 13 & 16  
Block 28, Lot 1  
Block 29, Lot 1  
Block 30, Lots 1 through 5  
Block 31, Lots 1 through 11

Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said Phase II (Attached hereto) to be recorded concurrently with the recording of this agreement. Said declaration notifies all third parties that said lots may not be legally sold, conveyed, or transferred until a release executed by the City of Billings and substantially in the form of Exhibit A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit B attached hereto has been executed by the Department of Public Works stating that the above conditions have been met, which certificate must accompany any request for a release. By the acceptance and recording of the agreement, the City does hereby authorize the Public Works and Parks and Recreation Departments, Mayor, and City Clerk of the City to review any request for release and to execute such certificates and releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the subdivision.

## **XII. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install, and construct said required improvements by SID or by private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender or by SID. 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.

## **XIII. 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 Fifth above written.

"SUBDIVIDER"

MCCALL DEVELOPMENT, INC.

By: *[Signature]*

Its: President

STATE OF MONTANA )  
: ss  
County of Yellowstone )

On this 8 day of may, 2024, before me, a Notary Public in and for the State of Montana, personally appeared *Gregory J. McCall*, known to me to be the President of MCCALL DEVELOPMENT, INC. who executed the foregoing instrument and acknowledged to me that he/she executed the same.



*Heather Lewis*  
Notary Public in and for the State of Montana  
Printed Name: Heather Lewis  
Residing at: Laurel, MT  
My commission expires: February 7, 2026

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 that is the subject of this waiver is more particularly described as follows:

ANNAFELD SUBDIVISION, FIFTH FILING

SUBDIVIDER/OWNER

MCCALL DEVELOPMENT, INC.

By: [Signature]

Its: President

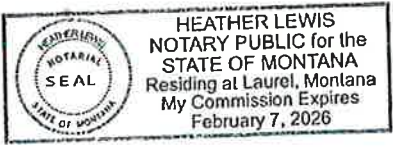
STATE OF MONTANA )

: ss

County of Yellowstone )

On this 8 day of May, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Gregory S. McCall, known to me to be the person who executed the foregoing instrument as the President of MCCALL DEVELOPMENT, INC. and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.



[Signature]  
Notary Public in and for the State of Montana

Printed Name: Heather Lewis

Residing at: Laurel, MT

My commission expires: February 7, 2026



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

Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

Dear Applicant:

On April 24, 2023, the Billings City Council conditionally approved the preliminary plat of Annafeld Subdivision, 5<sup>th</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. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, 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)

April 24, 2023

Sincerely,

William A. Cole, Mayor

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Resolution Authorizing the Sale and Prescribing the Form and Terms for the Expanded North 27th Street Refunding Bonds  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council approve the resolution authorizing the sale and prescribing the form and terms for the refunding bonds for the Expanded North 27th Street Urban Renewal Area.

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

In April, council approved a resolution authorizing a private negotiated sale for the refunding of 2013A tax increment bonds. It has been determined by refunding the 2013A bonds, the City will save \$559,033. Once the council approves this resolution, the closing can take place on June 13th and the bond proceeds will be distributed to the escrow account to refund the 2013A bonds on September 10, 2024.

**ALTERNATIVES**

There are no viable alternatives as the City has signed a bond purchase agreement with Stifel, Nicolaus & Company for the sale of the bonds.

**FISCAL EFFECTS**

The April 8th parameters resolution set limitations on the maximum aggregate principal of \$8,500,000, a true interest rate less than 4.5%, the underwriter's discount not to exceed 1.3% of the principal amount, Stifel, Nicolaus & Company agreed to purchase the Series 2024A Bonds at the aggregate purchase price of \$7,505,404.75 (representing the par amount of the Series 2024A Bonds, less underwriter's compensation of \$69,300.00 and plus original issue premium of \$644,704.75) The true interest rate on the bonds is 3.955% with final maturity on July 1, 2038.

The debt service payments will be paid from the tax increment funds from the district. Due to the savings resulting from this refunding, the annual debt service payment will be reduced by approximately \$80k per year.

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**Attachments**

bond 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 Resolution No. \_\_\_\_\_, entitled: “RESOLUTION RELATING TO \$6,930,000 TAX INCREMENT URBAN RENEWAL REVENUE REFUNDING BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), SERIES 2024A; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR; AND MAKING CERTAIN AMENDMENTS TO RESOLUTION NO. 13-19253” (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 May 28, 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 officially this 28th day of May, 2024.

(SEAL)

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

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

RESOLUTION RELATING TO \$6,930,000 TAX INCREMENT  
URBAN RENEWAL REVENUE REFUNDING BONDS  
(EXPANDED NORTH 27TH STREET URBAN RENEWAL  
AREA), SERIES 2024A; AUTHORIZING THE SALE AND  
PRESCRIBING THE FORMS AND TERMS THEREOF AND  
THE SECURITY THEREFOR; AND MAKING CERTAIN  
AMENDMENTS TO RESOLUTION NO. 13-19253

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

Section 1. Authorizations and Recitals.

. Under Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), the City is authorized to create urban renewal areas, prepare and adopt an urban renewal plan therefor and amendments thereto, undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to property taxes collected in such areas, issue its bonds to pay the costs of such projects and to refund bonds previously issued under the Act and pledge to the repayment of the bonds the tax increment and other revenues derived from projects undertaken within the urban renewal area.

. Pursuant to the Act and Ordinance No. 05-5333, adopted by the Council on July 11, 2005, as amended and supplemented by Ordinance Nos. 06-5394, 08-5483 and 11-5539 adopted on November 13, 2006, December 8, 2008 and July 11, 2011, respectively (as so amended and supplemented, the “Ordinance”), the Council created the Expanded North 27th Street Urban Renewal Area (the “District”) and approved the Expanded North 27th Street Urban Renewal Plan (the “Plan”). The Plan provides for the segregation and collection of tax increment with respect to the District. The District and the Plan have been duly and validly created and adopted in accordance with the Act and are in full force and effect.

1.03. The Refunding. Pursuant to the Act and Resolution No. 13-19253 adopted by the Council on March 25, 2013 (the “Original Resolution”), the City issued its \$7,885,000 Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2013A (the “Series 2013A Bonds”), payable from tax increment, of which \$7,885,000 aggregate principal amount remains outstanding. Proceeds of the Series 2013A Bonds were used to finance a portion of the costs of the acquisition, design and construction of the Empire Parking Garage (the “2013A Project”), to fund a deposit to the debt service reserve account and to pay costs of issuance of the Series 2013A Bonds.

The outstanding Series 2013A Bonds are subject to redemption on and after January 1, 2023 at the option of the City. For the purpose of reducing the interest costs and reducing the amount of Tax Increment required to pay debt service on the Series 2013A Bonds, the Council has determined to pursue refunding the Series 2013A Bonds.

. Pursuant to Resolution No. 24-11192, adopted on April 8, 2024 (the “Parameters Resolution”), this Council determined that it is in the best interests of the City to issue its Tax

Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A (the “Series 2024A Bonds”), as authorized by Section 7-15-4301(1)(a) of the Act and the Resolution, for the purpose of refunding the outstanding Series 2013A Bonds (the “Refunded Bonds”), paying the premiums for a municipal bond insurance policy and a debt service reserve account insurance policy for the Series 2024A Bonds, and paying costs of issuance of the Series 2024A Bonds. The City has reserved the right under Sections 4.01 and 4.03 of the Original Resolution (as defined herein) to issue Additional Bonds for the purpose of providing funds for paying at, or redeeming prior to, their Stated Maturities any Outstanding Bonds, which Additional Bonds shall be payable and secured ratably and equally and on a parity with Outstanding Bonds, upon compliance with the provisions of Section 4.01 and 4.03 of the Original Resolution.

Pursuant to the Parameters Resolution, this Council authorized the negotiated sale of the Series 2024A Bonds to Stifel, Nicolaus & Company (the “Original Purchaser”) and authorized the City Administrator and the City Finance Director to enter into the Bond Purchase Agreement, dated as of May 14, 2024, with the Original Purchaser (the “Bond Purchase Agreement”), pursuant to which the Original Purchaser agreed to purchase the Series 2024A Bonds at the aggregate purchase price of \$7,505,404.75 (representing the par amount of the Series 2024A Bonds, less underwriter’s compensation of \$69,300.00 and plus original issue premium of \$644,704.75), in each case, subject to the terms and conditions of the Bond Purchase Agreement and the Resolution. The true interest cost of the Series 2024A Bonds is 3.9552625%, and the refunding of the Refunded Bonds results in a net present value interest savings of \$559,032.76, using a discount rate of 3.929% per annum (the yield of the Series 2024A Bonds) over the term of the Refunded Bonds, and factoring in the effect of debt service fund transfers at settlement of the Series 2024A Bonds. The sale of the Series 2024A Bonds to the Original Purchaser is hereby ratified and confirmed. The Series 2024A Bonds constitute Additional Bonds under and pursuant to the Original Resolution.

. Proceeds of the Series 2024A Bonds will be applied as follows:

|                                               |                       |
|-----------------------------------------------|-----------------------|
| Deposit to Escrow Account for Refunded Bonds  | \$7,194,715.08        |
| Premium for Bond Insurance and Reserve Policy | 135,916.37            |
| Costs of Issuance                             | 174,565.00            |
| Underwriter’s Discount                        | 69,300.00             |
| Rounding                                      | 208.30                |
| <u>Total:</u>                                 | <u>\$7,574,704.75</u> |

. Pursuant to the Act and the Original Resolution, as amended and supplemented by Resolution No. 20-10878 adopted by the Council on June 22, 2020 and as further amended and supplemented hereby (the Original Resolution, as so amended and supplemented, the “Resolution”), the City has issued the Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Taxable) Series 2013B (the “Series 2013B Bonds”) and its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27<sup>th</sup> Street Urban Renewal Area), Series 2020 (the “Series 2020 Bonds”). Upon the issuance of the Series 2024A Bonds and the refunding of the Refunded Bonds, there are no other obligations of the City in respect of the Tax Increment, other than the Series 2013B Bonds, the Series 2020 Bonds, certain Parity Insurer Reimbursement Amounts as described in Section 5, and the Subordinate Obligations described below.

Exhibit A attached hereto reflects the debt service payments on the Series 2013B Bonds, the Series 2020 Bonds, and Series 2024A Bonds. The maximum combined Principal and Interest Requirements on the Series 2013B Bonds, the Series 2020 Bonds, and the Series 2024A Bonds is \$1,024,200. Based on Tax Increment of \$2,963,563 received by the City in Fiscal Year 2023, the City estimates that the Tax Increment to be received by the City each Fiscal Year will be at least \$2,963,563 per year. Accordingly, the estimated Tax Increment to be received by the City in each fiscal year is expected to be sufficient to pay the maximum aggregate annual debt service on the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds and the Subordinate Obligations, and the Tax Increment received in Fiscal Year 2023 (\$2,963,563) was equal to at least 130% of the estimated maximum Principal and Interest Requirements for any future calendar year (\$1,024,200) with respect to the Series 2013B Bonds, the Series 2020 Bonds, and the Series 2024A Bonds.

In addition, the Tax Increment received by the City in Fiscal Year 2023 (\$2,963,563) and the Tax Increment estimated to be received by the City in each of the next succeeding three Fiscal Years (\$2,963,563) is estimated to be equal to at least 140% of the maximum Principal and Interest Requirements for any future calendar year (\$1,024,200) with respect to the Series 2013B Bonds, the Series 2020 Bonds, and the Series 2024A Bonds.

Pursuant to certain development agreements entered into (or to be entered into) between the City and various developers, the City has agreed to make grant payments to such developers with respect to certain eligible infrastructure expenses, subject to the satisfaction of certain conditions precedent, in the amounts reflected in such agreements. Such grant payments are to be made from Tax Increment and are payable on a subordinate basis to the Series 2013B Bonds, the Series 2020 Bonds, and Series 2024A Bonds (the “Subordinate Obligations”). Exhibit B attached hereto reflects such Subordinate Obligations and the anticipated timing for payment thereof. Based on conservative estimates of growth in Tax Increment expected to result from known development in the District, the City expects that Tax Increment in future Fiscal Years will be sufficient to pay Principal and Interest Requirements of the Bonds and to make payments coming due on Subordinate Obligations.

1.07. Bond Insurance; Reserve Policy. The City has determined to obtain bond insurance from Assured Guaranty Municipal Corp. (“AGM”) for the Series 2024A Bonds. In consideration for AGM’s agreement to insure the Series 2024A Bonds, the City hereby agrees to the provisions set forth in Exhibit C hereto, which are hereby incorporated herein and amend and supplement the Resolution.

In addition, in connection with the issuance of the Series 2024A Bonds, the City is required under the Original Resolution to cause the Reserve Account balance to be increased to an amount equal to the Reserve Requirement, taking into account the issuance of the Series 2024A Bonds. The City has determined to satisfy the Reserve Requirement with respect to the Series 2024A Bonds and the Series 2013B Bonds by purchasing a debt service reserve account insurance policy (as further defined herein, the “Reserve Policy”) from AGM. In consideration for AGM’s agreement to issue the Reserve Policy, the City hereby agrees to the provisions set forth in Exhibit D hereto, which are hereby incorporated herein and amend and supplement the Resolution.

The Mayor and City Finance Director are hereby authorized and directed to approve, execute and deliver to AGM any documentation and to take such further actions as may be necessary for the issuance of the insurance policy for the Series 2024A Bonds and the Reserve Policy.

. It is hereby found, determined and declared by this Council as follows:

- (a) no persons will be displaced from their housing by the 2013A Project;
- (b) the Plan and the 2013A Project conform to the comprehensive plan or parts thereof of the City as a whole;
- (c) the Plan and the 2013A Project afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment in the District by private enterprise;
- (d) a sound and adequate financial program exists for the refinancing of the 2013A Project;
- (e) the refinancing of the 2013A Project is in the best interests of the City;
- (f) the 2013A Project is authorized under the Plan and constitutes an urban renewal project within the meaning of the Act;
- (g) the estimated Tax Increment to be received by the City, as set forth in Section 1.06, and pledged to the payment of the Series 2024A Bonds and other Outstanding Bonds will be sufficient to pay the Principal and Interest Requirements thereon when due;
- (h) it is in the best interests of the City to issue and sell the Series 2024A Bonds to refund the Refunded Bonds; and
- (i) the findings and determinations made by this Council in the Plan are hereby ratified and confirmed.

All acts, conditions and things required by the Constitution and laws of the State, including the Act, in order to pledge the Tax Increment to the payment of the Series 2024A Bonds, to make the Series 2024A Bonds valid and binding special, limited obligations of the City in accordance with their terms and in accordance with the terms of the Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Resolution.

. The Series 2024A Bonds shall be designated "Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A." The

Series 2024A Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities. The Series 2024A Bonds shall mature on July 1 in the years and amounts listed below, and the Series 2024A Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

| <u>Year</u> | <u>Amount</u> | <u>Interest Rate</u> |
|-------------|---------------|----------------------|
| 2025        | \$ 15,000     | 5.000%               |
| 2026        | 35,000        | 5.000                |
| 2027        | 35,000        | 5.000                |
| 2028        | 40,000        | 5.000                |
| 2029        | 545,000       | 5.000                |
| 2030        | 570,000       | 5.000                |
| 2031        | 600,000       | 5.000                |
| 2032        | 625,000       | 5.000                |
| 2033        | 655,000       | 5.000                |
| 2034        | 690,000       | 5.000                |
| 2035        | 725,000       | 5.000                |
| 2036        | 760,000       | 5.000                |
| 2037        | 800,000       | 5.000                |
| 2038        | 835,000       | 5.000                |

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

. The Series 2024A Bonds shall be issuable only in fully registered form, and the ownership of the Series 2024A Bonds shall be transferred only upon the Bond Register of the City hereinafter described. The interest on the Series 2024A Bonds shall be payable on January 1 and July 1 in each year, commencing January 1, 2025. Interest on the Series 2024A Bonds shall be payable to the Owners thereof as of the close of business on the 15th day of the month immediately preceding each Interest Payment Date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of, each Series 2024A Bond shall be payable by check or draft issued by the Registrar described herein.

. Each Series 2024A Bond shall be originally dated as of June 13, 2024, and upon authentication of any Series 2024A Bond the Registrar shall indicate thereon the date of such authentication.

. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series

2024A Bonds and the registration of transfers and exchanges of Series 2024A Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Series 2024A Bonds. Upon surrender to the Registrar for transfer of any Series 2024A Bond duly endorsed by the Owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Owner thereof or by an attorney duly authorized by the Owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2024A Bonds of the same series of a like aggregate principal amount and maturity, as the case may be, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Series 2024A Bond or portion thereof selected or called for redemption.

(c) Exchange of Bonds. Whenever any Series 2024A Bond is surrendered by the Owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2024A Bonds of the same series of a like aggregate principal amount, interest rate and maturity, as requested by the Owner or the Owner's attorney in writing.

(d) Cancellation. All Series 2024A Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2024A Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2024A Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Series 2024A Bond is at any time registered in the Bond Register as the absolute owner of such Series 2024A Bond, whether such Series 2024A Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2024A Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2024A Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Series 2024A Bonds (except for an exchange upon the partial redemption of a Series 2024A Bond), the Registrar may impose a charge upon the Owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Series 2024A Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2024A Bond of the same series of like amount, number, maturity date and

tenor in exchange and substitution for and upon cancellation of any such mutilated Series 2024A Bond or in lieu of and in substitution for any such Series 2024A Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2024A Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2024A Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Series 2024A Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2024A Bond has already matured or such Series 2024A Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2024A Bond prior to payment.

. The City hereby appoints U.S. Bank Trust Company, National Association, in Salt Lake City, Utah, to act as bond registrar, transfer agent and paying agent (the "Registrar"). The City reserves the right to appoint a successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended (the "Registration Act"), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed.

(a) The Series 2024A Bonds with Stated Maturities on or after July 1, 2034 are subject to redemption on July 1, 2033 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Redemption Date and the principal amount of the Series 2024A Bonds to be redeemed shall be fixed by the City Finance Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities depository, to the Owners of each Series 2024A Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such mailed notice shall affect the validity of proceedings for the redemption of any Series 2024A Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, Redemption Price, the numbers, interest rates, CUSIP numbers and Stated Maturities of the Series 2024A Bonds or portions thereof to be redeemed and the place at which the Series 2024A Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2024A Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and from and after such date (unless the City shall default in the payment

of the Redemption Price) such Series 2024A Bonds or portions thereof shall cease to bear interest.

Any notice of optional redemption of Series 2024A Bonds may state that redemption is conditioned upon the receipt by the Registrar on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of the Series 2024A Bonds to be redeemed or upon the satisfaction of any other condition stated in the notice, and that if such money is not so received or such condition not so satisfied, such notice shall be of no force and effect, and the City shall not be required to redeem such Series 2024A Bonds. In the event that a notice of redemption contains such a condition and such money is not so received or such condition is not so satisfied, the redemption will not be made and the Registrar will, within a reasonable time thereafter, give notice in the manner in which the notice of redemption was given, that such money was not so received or such condition not so satisfied and that such redemption was not made.

. The Series 2024A Bonds shall be forthwith prepared for execution under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk, provided that said signatures may be printed, engraved or lithographed facsimiles thereof. The seal of the City need not be imprinted on or affixed to any Series 2024A Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2024A Bonds shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Series 2024A Bonds have been so executed by said City officers, they shall be registered by the City Finance Director in accordance with Montana Code Annotated, Section 7-7-4257, as amended. Notwithstanding such execution, no Series 2024A Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution unless and until a certificate of authentication on such Series 2024A Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2024A Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2024A Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2024A Bonds have been fully executed and authenticated, they shall be delivered by the Registrar to the Original Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

(a) For purposes of this Section 2.08, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Series 2024A Bond, the person in whose name such Series 2024A Bond is recorded as the beneficial owner of such Series 2024A Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2024A Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Series 2024A Bonds as securities depository.

“Representation Letter” shall mean the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Series 2024A Bonds of each series shall be initially issued as separately authenticated fully registered Series 2024A Bonds, and one Series 2024A Bond shall be issued in the principal amount of each stated maturity of each series of the Series 2024A Bonds. Upon initial issuance, the ownership of such Series 2024A Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 2024A Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2024A Bonds, selecting the Series 2024A Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Series 2024A Bonds under this Resolution, registering the transfer of Series 2024A Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2024A Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2024A Bonds, with respect to any notice which is permitted or required to be given to Owners under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2024A Bonds, or with respect to any consent given or other action taken by DTC as Owner of the Series 2024A Bonds. So long as any Series 2024A Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2024A Bond, and shall give all notices with respect to such Series 2024A Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and interest on the Series 2024A Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Series 2024A Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2024A Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for one or both series of Series 2024A Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2024A Bonds of such series in the form of certificates. In such event, the Series 2024A Bonds of such

series will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2024A Bonds of one or both series at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2024A Bonds of such series will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Owners and Beneficial Owners and payments on the Series 2024A Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

(e) In the event that any transfer or exchange of Series 2024A Bonds of a series is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2024A Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. In the event Series 2024A Bonds in the form of certificates are issued to Owners other than Cede & Co., its successor as nominee for DTC as Owner of all the Series 2024A Bonds, or another securities depository as Owner of all the Series 2024A Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2024A Bonds in the form of Series 2024A Bond certificates and the method of payment of principal of and interest on such Series 2024A Bonds in the form of Series 2024A Bond certificates.

. The Series 2024A Bonds shall be prepared in substantially the form set forth in Exhibit E attached hereto, and by this reference are made a part hereof.

; Escrow Agreement.

3.01. Application of Proceeds. Simultaneously with the delivery of the Series 2024A Bonds, the City Finance Director shall cause the proceeds of the Series 2024A Bonds in the amount of \$7,505,404.75 (reflecting a principal amount of \$6,930,000.00, plus original issue premium of \$644,704.75, less underwriter's discount of \$69,300.00) to be deposited as follows:

(i) Proceeds of the Series 2024A Bonds in the amount of \$7,194,715.08, together with funds the City has on hand in the Reserve Account allocable to the Series 2013A Bonds in the amount of \$580,431.00 and in the Bond Account allocable to the Series 2013A Bonds in the amount of \$273,906.25, shall be deposited in the Escrow Account described below; and

(ii) The balance of the proceeds of the Series 2024A Bonds shall be deposited in the Construction Account to be used to pay costs of issuance of the Series 2024A Bonds.

In addition, amounts in the Reserve Account allocable to the Series 2013B Bonds in the amount of \$17,485.61 will be used to pay the premium for the 2013B Reserve Policy. Following the transfers of such amounts in the Reserve Account, the City shall transfer the remaining amounts on hand in the Reserve Account allocable to the Series 2013B Bonds in the amount of

\$371,083.39 to the Bond Account, and apply such amounts to pay debt service on the Series 2013B Bonds coming due on July 1, 2024.

Upon closing of the sale of the Series 2024A Bonds on June 13, 2024 (the “Closing”), the Reserve Account will be funded by the Reserve Policy with respect to the Series 2013B Bonds and the Series 2024A Bonds and with cash with respect to the Series 2020 Bonds.

3.02. Escrow Agreement. The aggregate amount described in Section 3.01(i) above shall be deposited in an escrow account (the “Escrow Account”) with U.S. Bank Trust Company, National Association, as escrow agent (the “Escrow Agent”) under an Escrow Agreement between the City and the Escrow Agent (the “Escrow Agreement”). The amount deposited in the Escrow Account (\$8,049,052.33) will be used to purchase State and Local Government Series - United States Treasury obligations (SLGS), the principal and interest on which will be sufficient to pay principal and interest on the Refunded Bonds as it comes due on July 1, 2024, and to refund and redeem the Refunded Bonds in full on September 10, 2024, as set forth in the Escrow Agreement. The Escrow Account shall be held in safekeeping by the Escrow Agent, and the Escrow Account and all income therefrom are irrevocably appropriated for the purposes stated in this Section 3.02. The Mayor, the City Finance Director, and the City Clerk are hereby authorized to enter into the Escrow Agreement with the Escrow Agent, substantially in the form attached hereto as Exhibit F, with such additions thereto or deletions therefrom as are necessary or appropriate. Upon the establishment and funding of the Escrow Account pursuant to this Section 3.02, the Refunded Bonds shall be defeased and shall no longer be considered outstanding.

3.03. Redemption. The Refunded Bonds are hereby called for redemption on September 10, 2024, at a redemption price equal to par plus interest accrued thereon through the Redemption Date, without premium. The Escrow Agent is directed to mail notice to registered owners of the Refunded Bonds in accordance with the provisions of the Escrow Agreement.

. The Council hereby approves the Continuing Disclosure Undertaking of the City substantially in the form of Exhibit G attached hereto and authorizes the City Administrator and the City Finance Director, or in the absence or unavailability of either, the Assistant City Administrator, to execute and deliver on behalf of the City contemporaneously with the date of issuance and delivery of the Series 2024A Bonds the Continuing Disclosure Undertaking, with such changes as may be necessary or appropriate. The execution and delivery by appropriate officers of the City of the Continuing Disclosure Undertaking are adequate to cause the Continuing Disclosure Undertaking to be binding and enforceable on the City.

Section 5. Amendments to Original Resolution. In Section 9 of the Original Resolution, the City reserved the right to adopt Supplemental Resolutions amending the Original Resolution with the consent of the Owners of a majority in principal amount of Outstanding Bonds affected thereby. The Owners of the Series 2024A Bonds are the Owners of 63.1% in principal amount of Outstanding Bonds, and purchase of the Series 2024A Bonds constitutes irrevocable consent of such Owners to the amendments to the Original Resolution described in this Section 5 and the provisions of Exhibit C and Exhibit D hereto.

5.01. Amendment of Section 1.01. Section 1.01 of the Original Resolution is hereby amended to add and/or amend and restate the following definitions:

Cash Subaccount shall mean the subaccount by that name established in the Reserve Account.

Parity Insurer Reimbursement Amounts shall mean amounts becoming due and payable to a municipal bond insurer under and pursuant to a municipal bond insurance policy or a Reserve Policy with respect to a series of Bonds.

Reserve Policy shall mean a debt service reserve insurance policy or surety bond issued for the Reserve Account by an insurance company initially rated in one of the two highest rating categories by Fitch, Inc., Moody's Investors Service, Inc., or S&P Global Ratings, Inc., or any successors thereto.

Reserve Policy Subaccount shall mean the subaccount by that name established in the Reserve Account.

Reserve Requirement shall mean, as of the date of calculation, an amount equal to the maximum Principal and Interest Requirements on Outstanding Bonds for the then current or any future calendar year. The City may elect to satisfy in whole or in part the Reserve Requirement with a Reserve Policy.

5.02. Amendment of Section 4.01. Section 4.01 of the Original Resolution is hereby amended to read as follows (underlining indicates additions; strikethroughs, deletions):

. In addition to the Series 2013 Bonds, whose issuance and delivery is provided for in Section 3, Additional Bonds may at any time and from time to time be issued, sold and delivered by the City but only upon compliance with the conditions of Sections 6.02 and 6.03, whichever may be applicable, and upon filing with the City Clerk the following:

(i) A Supplemental Resolution authorizing the issuance of such series of Additional Bonds and the sale thereof to the Original Purchaser or Purchasers named therein for the purchase price set forth therein.

(ii) A certificate executed by the Mayor and the City Finance Director stating that upon the issuance of such series of Additional Bonds, no default hereunder has occurred and is continuing which would not be cured upon the issuance of such series of Additional Bonds and application of the proceeds thereof.

(iii) An opinion of Bond Counsel (who may rely on factual representations of the City and which opinion may be qualified by customary qualifications and exceptions) stating that:

(A) all conditions precedent provided for in this Resolution relating to the issuance and delivery of such series of Additional Bonds

have been complied with, including any conditions precedent specified in this Section 4.01; and

(B) the series of Additional Bonds when issued and delivered by the City will be valid and binding special, limited obligations of the City in accordance with their terms and entitled to the benefits of and secured by this Resolution.

Any Additional Bonds shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate, if any, permitted by law, shall have Stated Maturities, and may be subject to redemption at such times and prices and on such terms and conditions, all as may be provided by the Supplemental Resolution authorizing their issuance. All Additional Bonds issued pursuant to Sections 4.02 and 4.03 shall be payable and secured ratably and equally and on a parity with the Series 2013 Bonds and any Additional Bonds theretofore issued, entitled to the same benefits and security of this Resolution.

To the extent Additional Bonds are insured under a municipal bond insurance policy or Reserve Policy and Parity Insurer Reimbursement Amounts are due and owing with respect thereto, such Parity Insurer Reimbursement Amounts shall be secured by Tax Increment and shall be payable on a parity with the Bonds; provided, however, that Parity Insurer Reimbursement Amounts due and owing with respect to a Reserve Policy shall be subject to the priority of the credit and payment provisions applicable to the Reserve Account and otherwise as set forth under the Resolution. Parity Insurer Reimbursement Amounts due and owing shall be taken into account for purposes of the calculations under Sections 4.01, 4.02 and 4.03. In the event Parity Insurer Reimbursement Amounts are due and owing, payment will be made payable from one or more additional accounts created within the Tax Increment Funds for that purpose.

5.03. Amendment of Section 5.04. Section 5.04 of the Original Resolution is hereby amended to read as follows (underlining indicates additions; strikethroughs, deletions):

“Section 5.04. Bond Account. The Bond Account is hereby established as a special account within the Tax Increment Debt Service Fund. There are hereby established within the Bond Account two separate subaccounts, designated as the Interest Account and the Sinking Fund Account.

(a) Interest Account. There shall be credited to the Interest Account the following amounts: (i) any amount specified in any Supplemental Resolution to be credited to the Interest Account; and (ii) from the Tax Increment as received by the City, the amount specified in clause (a) of Section 5.02.

On or before each Interest Payment Date, the City shall withdraw from the Interest Account an amount sufficient to pay the interest coming due on the Bonds on such Interest Payment Date, and shall use such amount to pay, or make provision with the Registrar for the payment of, interest on the Bonds on such Interest Payment Date.

If on any Interest Payment Date the balance in the Interest Account is not sufficient to pay the total amount of interest due on such Interest Payment Date, the City shall allocate amounts in the Interest Account to all Outstanding Bonds on a pro rata

basis. The City shall then transfer any money then on hand in the Tax Increment Development Fund, the Construction Account, the applicable subaccount within the Reserve Account and/or the Sinking Fund Account, in the order listed and in an amount equal to such deficiency, to the Interest Account. Amounts in the Cash Subaccount shall be applied only to interest payment delinquencies with respect to Bonds secured by the Cash Subaccount, and amounts in the Reserve Policy Subaccount shall be applied only to interest payment delinquencies with respect to Bonds secured by the Reserve Policy Subaccount.

All income derived from the investment of amounts in the Interest Account shall be credited as received to the Interest Account.

(b) Sinking Fund Account. There shall be credited to the Sinking Fund Account the following amounts: (i) any amount specified in a Supplemental Resolution to be credited to the Sinking Fund Account; and (ii) from the Tax Increment as received by the City, the amount specified in clause (b) of Section 5.02.

Amounts on hand in the Sinking Fund Account shall be used on any Interest Payment Date to make up a deficiency in the Interest Account, if and to the extent required by the third subparagraph of paragraph (a) of this Section 5.04.

On or before each Principal Payment Date, the City shall withdraw from the Sinking Fund Account an amount sufficient to pay the principal due on the Bonds on such Principal Payment Date, and shall use such amount to pay, or make provision with the Registrar for the payment of, principal of the Bonds on such Principal Payment Date.

If on any Principal Payment Date the balance in the Sinking Fund Account is not sufficient to pay the total amount of principal due on such Principal Payment Date, the City shall transfer any money then on hand in the Tax Increment Development Fund or the applicable subaccount within the Reserve Account, in the order listed and in an amount equal to such deficiency, to the Sinking Fund Account. Amounts in the Cash Subaccount shall be applied only to principal payment delinquencies with respect to Bonds secured by the Cash Subaccount, and amounts in the Reserve Policy Subaccount shall applied only to principal payment delinquencies with respect to Bonds secured by the Reserve Policy Subaccount.

All income derived from the investment of amounts in the Sinking Fund Account shall be credited as received to the Sinking Fund Account.”

5.04. Amendment of Section 5.05. Section 5.05 of the Original Resolution is hereby amended and restated in its entirety as follows:

. The Reserve Account is hereby established as a special account within the Tax Increment Debt Service Fund, and two subaccounts are hereby established within the Reserve Account: the Cash Subaccount and the Reserve Policy Subaccount.

(a) The Cash Subaccount shall secure the Series 2020 Bonds and any other Bonds for which the Reserve Requirement is satisfied by the deposit of bond proceeds or other funds of the

City and not by a Reserve Policy. There shall be credited to the Cash Subaccount the following amounts: (i) from proceeds of the Series 2020 Bonds, on the date of their issuance, the amount necessary to meet the Reserve Requirement with respect to the Series 2020 Bonds; (ii) any amount specified in any Supplemental Resolution to be credited to the Cash Subaccount; (iii) from Tax Increment received by the City, the amount specified in clause (c) of Section 5.02, on an equal and ratable basis with any deposits required to be made to the Reserve Policy Subaccount under Section 5.05(b) and (c); and (iv) any other amounts appropriated from time to time to the Cash Subaccount.

(b) The Reserve Policy Subaccount shall secure the Series 2013B Bonds, the Series 2024A Bonds, and any other Bonds for which the Reserve Requirement is satisfied by a Reserve Policy. There shall be credited to the Reserve Policy Subaccount the following amounts: (i) with respect to the Series 2013B Bonds and Series 2024A Bonds, on the respective dates of their issuance, a Reserve Policy in the amount necessary to meet the Reserve Requirement with respect to the Series 2013B Bonds and Series 2024A Bonds; (ii) any amount specified in any Supplemental Resolution to be credited to the Reserve Policy Subaccount; (iii) from Tax Increment received by the City, the amount specified in clause (c) of Section 5.02, on an equal and ratable basis with any deposits required to be made to the Cash Subaccount under Section 5.05(a) and (c); and (iv) any other amounts appropriated from time to time to the Reserve Policy Subaccount.

(c) If on any Interest Payment Date or on any Principal Payment Date there shall exist, after the transfers thereto of any money then on hand in the Tax Increment Development Fund and the Construction Account, as applicable, a deficiency in the Interest Account or Sinking Fund Account, the City shall transfer from the Cash Subaccount to such account an amount equal to such deficiency with respect to all Bonds secured by the Cash Subaccount and shall transfer from the Reserve Policy Subaccount to such account an amount equal to such deficiency with respect to all Bonds secured by the Reserve Policy Subaccount, in accordance with the procedures required under the applicable Reserve Policy.

All income derived from the investment of amounts in the Reserve Account shall be credited as received to the applicable subaccount within the Reserve Account until such time as the balance in the Reserve Account is equal to the Reserve Requirement, and thereafter all such investment income as received shall be transferred to the Sinking Fund Account.

Money in the Reserve Account shall be used only to pay when due principal of, premium, if any, and interest on Outstanding Bonds when the balance on hand in the Bond Account is insufficient therefor; provided that on any date when the balance then on hand in the Bond Account allocable to a series of Bonds, plus the balance then on hand in the applicable subaccount within the Reserve Account allocable to the series of Bonds (exclusive of any Reserve Policy), is sufficient with other money available to pay or discharge all Outstanding Bonds of that series and the interest accrued thereon in full, and the balance thereafter on hand in the Reserve Account will be at least equal to the Reserve Requirement for all Outstanding Bonds not to be discharged, it may be used for that purpose.

The City shall maintain a balance in the Cash Subaccount equal to the Reserve Requirement with respect to the Bonds secured by the Cash Subaccount and a balance in the

Reserve Policy Subaccount equal to the Reserve Requirement with respect to the Bonds secured by the Reserve Policy Subaccount, such that the balance in the Reserve Account is equal to the Reserve Requirement with respect to all Outstanding Bonds. Any Reserve Policy shall be valued at the amount available to be drawn thereon.

If at any time the balance in the Reserve Account exceeds the Reserve Requirement, the City shall transfer such excess to the Sinking Fund Account.

If the balance in the Reserve Account is less than the Reserve Requirement, Tax Increment transferred to the Reserve Account shall be allocated, pro rata, to the Cash Subaccount and the Reserve Policy Subaccount, in proportion to the principal amount of Bonds secured by such subaccount.

(d) At any time the Reserve Policy Subaccount contains both cash and a Reserve Policy, the cash shall be used first to pay principal and interest due on the Bonds secured by the Reserve Policy Subaccount, to the extent money in the Bond Account is insufficient therefor, before any demand is made on the Reserve Policy. In the event the Reserve Account contains more than one Reserve Policy, any draw on the Reserve Policies to pay principal and interest on the Bonds secured by the Reserve Policy Subaccount shall be made on a pro rata basis.”

5.05. Effect of Amendment. The Original Resolution shall be amended and supplemented by the above provisions of Section 5 hereof and the provisions of Exhibit C and Exhibit D hereto as of the Closing, and shall continue in full force and effect as so amended and supplemented.

. The 2013A Project is and will be owned and operated by the City. No user of the 2013A Project is granted any concession, license or special arrangement with respect to the 2013A Project. The City shall not enter into any lease, use or other agreement or arrangement with any non-governmental Person relating to the use of the 2013A Project or security for the payment of the Series 2024A Bonds which might cause the Series 2024A Bonds to be considered “private activity bonds” or “private loan bonds” within the meaning of Section 141 the Code. No “impermissible agreement” as defined in Section 1.141-4(e)(4)(ii) of the Regulations, has been or will be entered into by the City in respect of the Tax Increment or otherwise to secure the Series 2024A Bonds.

. The City covenants and agrees with the Owners from time to time of the Series 2024A Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2024A Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2024A Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Series 2024A Bonds pursuant to the Resolution, are authorized and directed to execute and deliver to the Original Purchaser a certificate in

accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2024A Bonds, it is reasonably expected that the proceeds of the Series 2024A Bonds will not be used in a manner that would cause the Series 2024A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

. The City acknowledges that the Series 2024A Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2024A Bonds from gross income for federal income tax purposes, unless the Series 2024A Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2024A Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director and the City Clerk are hereby authorized and directed to execute a tax certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

. The City shall file with the Secretary of the Treasury, not later than August 15, 2024, a statement concerning the Series 2024A Bonds containing the information required by Section 149(e) of the Code.

. All provisions of other resolutions and other actions and proceedings of the City and this Council that 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 Supplemental Resolution.

. This Supplemental Resolution shall take effect immediately upon its passage and adoption by this Council; provided that the amendments set forth in Section 5 hereof shall take effect as of the Closing.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this  
28th day of May, 2024.

\_\_\_\_\_  
Mayor

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

(SEAL)

EXHIBIT A

Aggregate Debt Service as of June 13, 2024

| DATE         | Series 2013B<br>Taxable | Series 2020           | Series 2024A           | TOTAL                  |
|--------------|-------------------------|-----------------------|------------------------|------------------------|
| 07/01/2024   | 430,480.63              | 101,462.50            | -                      | 531,943.13             |
| 07/01/2025   | 498,605.00              | 141,300.00            | 378,825.00             | 1,018,730.00           |
| 07/01/2026   | 494,717.50              | 139,550.00            | 380,750.00             | 1,015,017.50           |
| 07/01/2027   | 499,605.00              | 137,800.00            | 379,000.00             | 1,016,405.00           |
| 07/01/2028   | 500,785.00              | 140,700.00            | 382,250.00             | 1,023,735.00           |
| 07/01/2029   | -                       | 138,450.00            | 885,250.00             | 1,023,700.00           |
| 07/01/2030   | -                       | 141,200.00            | 883,000.00             | 1,024,200.00           |
| 07/01/2031   | -                       | 138,800.00            | 884,500.00             | 1,023,300.00           |
| 07/01/2032   | -                       | 140,600.00            | 879,500.00             | 1,020,100.00           |
| 07/01/2033   | -                       | 137,200.00            | 878,250.00             | 1,015,450.00           |
| 07/01/2034   | -                       | 138,800.00            | 880,500.00             | 1,019,300.00           |
| 07/01/2035   | -                       | 140,200.00            | 881,000.00             | 1,021,200.00           |
| 07/01/2036   | -                       | 136,400.00            | 879,750.00             | 1,016,150.00           |
| 07/01/2037   | -                       | 137,600.00            | 881,750.00             | 1,019,350.00           |
| 07/01/2038   | -                       | 138,600.00            | 876,750.00             | 1,015,350.00           |
| 07/01/2039   | -                       | 139,400.00            | -                      | 139,400.00             |
| 07/01/2040   | -                       | 140,000.00            | -                      | 140,000.00             |
| 07/01/2041   | -                       | 140,400.00            | -                      | 140,400.00             |
| 07/01/2042   | -                       | 140,600.00            | -                      | 140,600.00             |
| 07/01/2043   | -                       | 140,600.00            | -                      | 140,600.00             |
| 07/01/2044   | -                       | 140,400.00            | -                      | 140,400.00             |
| <b>Total</b> | <b>\$2,424,193.13</b>   | <b>\$2,890,062.50</b> | <b>\$10,331,075.00</b> | <b>\$15,645,330.63</b> |

EXHIBIT B

Subordinate Obligations

| <b>Name</b>                     | <b>FY24</b> | <b>FY25</b> | <b>FY26</b> | <b>FY27</b> | <b>FY28</b> |
|---------------------------------|-------------|-------------|-------------|-------------|-------------|
| Arthouse Cinema Phase II        | \$ 350,000  |             |             |             |             |
| Alberta Bair Theater            | 250,000     |             |             |             |             |
| Stone Building                  | 221,922     | \$ 221,922  | \$ 221,922  |             |             |
| Kibler & Kirch PO 23-000881     | 79,940      |             |             |             |             |
| MJShanks LLC PO 24-000425       | 110,200     |             |             |             |             |
| Skypoint Project PO 22-000032   | 260,000     |             |             |             |             |
| Montana Rescue Mission          |             | 210,000     | 210,000     |             |             |
| Old Town Flats                  |             | 384,553     | 384,553     | \$ 384,553  | \$ 384,553  |
| Lincoln Apartments PO 24-000224 | 50,000      | 50,000      | 50,000      | 50,000      | 50,000      |
| Old Billings Hardware           |             | 149,000     | 149,000     | 149,000     | 149,000     |
| Rockman Project                 |             |             | 1,000,000   | 1,000,000   | 1,000,000   |



## EXHIBIT C

### PROVISIONS RELATING TO BOND INSURANCE

Capitalized terms used in this Exhibit C but not otherwise defined herein shall have the respective meanings given such terms in the Resolution. The Resolution is amended and supplemented by this Exhibit C.

(a) For this Exhibit, the following defined terms apply:

“Insurance Policy” means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Bonds when due.

“Insured Bonds” means the Issuer’s Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024.

“Insurer” means Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

“Issuer” means the City of Billings, Montana.

“Reserve Policy” means the debt service reserve insurance policy issued by the Insurer and deposited in the Reserve Account.

(b) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in substitution of the Reserve Policy or in lieu of a cash deposit into the Reserve Account. Amounts drawn under the Reserve Policy shall be applied solely to the payment of debt service due on the Series 2013B Bonds and Series 2024A Bonds in accordance with the provisions of the Resolution, including Exhibit D thereto.

(c) The Insurer shall be deemed to be the sole Owner of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Insured Bonds are entitled to take pursuant to the Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Registrar. In furtherance thereof and as a term of the Resolution and each Insured Bond, each Owner of the Insured Bonds appoints the Insurer as its agent and attorney-in-fact with respect to the Insured Bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Insured Bonds delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each Owner of the Insured Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The

Registrar acknowledges such appointment, delegation and assignment by each Owner of the Insured Bonds for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Owners shall expressly include mandamus.

(d) The maturity of Insured Bonds shall not be accelerated without the consent of the Insurer and in the event the maturity of the Insured Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the Issuer) and the Registrar shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Insured Bonds shall be fully discharged.

(e) No grace period for a covenant default shall exceed thirty (30) days or be extended for more than sixty (60) days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(f) The Insurer is a third party beneficiary of the Resolution.

(g) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Insured Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of the Resolution which permits the purchase of Insured Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Insured Bond so purchased is not cancelled upon purchase.

(h) Any amendment, supplement, modification to, or waiver of, the Resolution or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Owners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(i) Unless the Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Construction Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the applicable Bonds.

(j) The rights granted to the Insurer under the Resolution or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.

(k) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person

claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated in the then highest rating category by S&P and Moody's for such obligations, or (5) subject to the prior written consent of the Insurer, any other type of security or obligation which S&P and Moody's have determined to be permitted defeasance securities, shall be used to effect defeasance of the Insured Bonds unless the Insurer otherwise approves. To accomplish defeasance of the Insured Bonds, the Issuer shall cause to be delivered to the Insurer (i) other than with respect to a current refunding that is gross funded, a report of either a nationally recognized verification agent or a firm of independent, nationally-recognized certified public accountants as shall be acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Insured Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement or other irrevocable written instructions (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally-recognized bond counsel to the effect that the Insured Bonds are no longer "Outstanding" under the Resolution and (iv) a certificate of discharge of the Registrar with respect to the Insured Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer, the Registrar and the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five (5) Business Days prior to the funding of the escrow. Insured Bonds shall be deemed "Outstanding" under the Resolution unless and until they are in fact paid and retired or the above criteria are met.

(l) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Resolution and the Insured Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with the Resolution. The Resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(m) The Issuer covenants and agrees to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Tax Increment under applicable law.

(n) Claims Upon the Insurance Policy and Payments by and to the Insurer. If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Registrar, after making all transfers and deposits required under the Resolution, moneys sufficient to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Registrar shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Registrar shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured Bonds and the amount required to pay principal of the Insured Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy. The Registrar shall designate any portion of payment of principal on Insured

Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Bonds registered to the then current Owner of the Insured Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Registrar's failure to so designate any payment or issue any replacement Insured Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Bond or the subrogation rights of the Insurer. The Registrar shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Insured Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Registrar. Upon payment of a claim under the Insurance Policy, the Registrar shall establish a separate special purpose trust account for the benefit of Owners of the Insured Bonds referred to herein as the "Policy Payments Account" and over which the Registrar shall have exclusive control and sole right of withdrawal. The Registrar shall receive any amount paid under the Insurance Policy in trust on behalf of Owners of the Insured Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Registrar to Owners of the Insured Bonds in the same manner as principal and interest payments are to be made with respect to the Insured Bonds under the sections of the Resolution regarding payment of Insured Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Resolution to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then-applicable highest rate of interest on the Insured Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Tax Increment and payable from such Tax Increment on a parity with debt service due on the Bonds.

Funds held in the Policy Payments Account shall not be invested by the Registrar and may not be applied to satisfy any costs, expenses or liabilities of the Registrar. The Registrar shall notify the Insurer of any funds remaining in the Policy Payments Account after the Registrar has made the payments for which a claim was made to the Owners of the Insured Bonds and shall, at the written direction of the Insurer, promptly remit such funds remaining to the Insurer.

(o) The Insurer shall, to the extent it makes any payment of principal of or interest on the Insured Bonds, become subrogated to the rights of the recipients of such payments in accordance

with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Issuer to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(p) The Issuer shall pay or reimburse the Insurer, solely from the Tax Increment, any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Resolution or any other Related Document whether or not executed or completed, or (iv) any litigation, proceeding (including any Insolvency Proceeding) or other dispute in connection with the Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Resolution or any other Related Document. Amounts payable by the Issuer hereunder shall bear interest at the Late Payment Rate from the date such amount is paid or incurred by the Insurer until the date the Insurer is paid in full. The obligation to reimburse the Insurer shall survive discharge or termination of the Related Documents.

(q) After payment of reasonable expenses of the Registrar, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate only after the payment of past due and current debt service on the Bonds and amounts required to restore the Reserve Account to the Reserve Requirement.

(r) The Insurer shall be entitled to pay principal or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) and any amounts due on the Insured Bonds as a result of acceleration of the maturity thereof, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(s) Notices to the Insurer shall be sent to the following address (or such other address as the Insurer may designate in writing):

Assured Guaranty Municipal Corp.  
1633 Broadway  
New York, NY 10019  
Attention: Managing Director – Municipal Surveillance  
Re: Policy Nos. 223328-N (Insurance Policy) and 223328-R (Reserve Policy)  
Telephone: (212) 974-0100  
Email: [munidisclosure@agltd.com](mailto:munidisclosure@agltd.com)

In each case in which the notice or other communication refers to a claim on the Insurance Policy, the Reserve Policy or an Event of Default, such notice or other communication

shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be sent to the attention of the General Counsel at the above address and at [generalcounsel@agltd.com](mailto:generalcounsel@agltd.com).

(t) The Insurer shall be provided with the following information by the Issuer or the Registrar, as the case may be:

1. To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, annual audited financial statements within the filing deadline specified in the Issuer's continuing disclosure agreement, covenant or undertaking with respect to the Bonds (together with a certification of the Issuer that it is not aware of any default or Event of Default under the Resolution), and, upon request, the Issuer's annual budget within thirty (30) days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

2. Notice of any draw upon the Reserve Account within two (2) Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds and any Additional Bonds secured by the Reserve Account;

3. Notice of any default or Event of Default under the Resolution known to the Registrar or the Issuer within five (5) Business Days after knowledge thereof;

4. Prior notice of the advance refunding or redemption of any of the Insured Bonds, including the principal amount, maturities and CUSIP numbers thereof;

5. Notice of the resignation or removal of the Registrar and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

6. Notice of the commencement of any Insolvency Proceeding (as defined in subsection (c) above);

7. Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Insured Bonds;

8. A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents;

9. All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents; and

10. To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, all information required to be furnished pursuant to a continuing disclosure agreement, covenant or undertaking with respect to the Insured Bonds.

(u) The Insurer shall have the right to receive such additional information as it may reasonably request.

(v) The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Issuer on any Business Day upon reasonable prior notice.

(w) To the extent not filed with the Municipal Securities Rulemaking Board's EMMA System, the Issuer shall notify the Insurer of any known failure of the Issuer to provide notices, certificates and other information under the Related Documents that are required to be delivered to the Owners of the Bonds.

(x) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in the Resolution, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Account is fully-funded at the Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Insurer.

(y) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Resolution would adversely affect the security for the Bonds or the rights of the Owners, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.

(z) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Insured Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(aa) The Issuer shall not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from the Tax Increment without the prior written consent of the Insurer.

## EXHIBIT D

### PROVISIONS RELATING TO RESERVE POLICY

Capitalized terms used in this Exhibit D but not otherwise defined herein shall have the respective meanings given such terms in the Resolution. The Resolution is amended and supplemented by this Exhibit D.

(a) The City of Billings, Montana (the “Issuer”) shall repay, solely from Tax Increment, any draws under the Reserve Policy and pay all related reasonable expenses incurred by Assured Guaranty Municipal Corp. (the “Insurer”) and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. “Late Payment Rate” means the lesser of: (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then-applicable highest rate of interest on the Bonds; and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the Issuer had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, “Policy Costs”) shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy. The obligation to pay Policy Costs shall be secured by a valid lien on all Tax Increment and other collateral pledged as security for the Series 2013B Bonds and Series 2024A Bonds (subject only to the priority of

credit and payment provisions applicable to the Reserve Account and otherwise as set forth under the Resolution).

All cash and investments in the Reserve Policy Subaccount shall be transferred to the Bond Account for payment of debt service on Series 2013B Bonds, Series 2024A Bonds, and any other Bonds secured by the Reserve Policy Subaccount before any drawing may be made on the Reserve Policy or any other credit facility credited to the Reserve Policy Subaccount in lieu of cash (herein, a “Credit Facility”). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Policy Subaccount. Payment of Policy Costs and payment of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Policy Subaccount. Payment of all Policy Costs and payment of all amounts with respect to other Credit Facilities shall be made on a pari passu basis with payments and replenishments required to be made under the Resolution with respect to amounts on hand in the Reserve Policy Subaccount and the Cash Subaccount, if any, securing Bonds.

For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) If the Issuer shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) hereof, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Resolution other than (i) acceleration of the maturity of the Series 2013B Bonds and Series 2024A Bonds or (ii) remedies which would adversely affect owners of the Series 2013B Bonds and Series 2024A Bonds.

(c) The Resolution shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The Issuer’s obligation to pay such amounts shall expressly survive payment in full of the Series 2013B Bonds and Series 2024A Bonds.

(d) The Issuer shall include any Policy Costs then due and owing the Insurer in the calculation of the additional bonds test in Sections 4.01 through 4.03 of the Original Resolution.

(e) The Registrar shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of subparagraph (a) hereof and provide notice to the Insurer in accordance with the terms of the Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the Issuer with the Registrar to the Bond Account for the Bonds more often than semi-annually, the Registrar shall give notice to the Insurer of any failure of the Issuer to make timely payment in full of such deposits within two Business Days of the date due.

EXHIBIT E

[Form of Series 2024A Bonds]

UNITED STATES OF AMERICA  
STATE OF MONTANA  
COUNTY OF YELLOWSTONE

**CITY OF BILLINGS, MONTANA**

TAX INCREMENT URBAN RENEWAL REVENUE REFUNDING BONDS  
(EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA)  
SERIES 2024A

No. \_\_\_\_\_ \$ \_\_\_\_\_

| <u>Rate</u> | <u>Maturity Date</u> | <u>Date of Original<br/>Issue</u> | <u>CUSIP</u> |
|-------------|----------------------|-----------------------------------|--------------|
| _____ %     | July 1,              | June 13, 2024                     | 090141       |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS AND NO/100

FOR VALUE RECEIVED, CITY OF BILLINGS, MONTANA (the “City”), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue set forth above or from such later date to which interest has been paid or duly provided for until this Bond is paid or, if this Bond is prepayable, until it has been duly called for redemption, at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank Trust Company, National Association, of Salt Lake City, Utah, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the “Registrar”) at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing January 1, 2025. Interest on the Series 2024A Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Bond shall be payable by check or draft issued by the Registrar described herein.

The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of a duly authorized issue of Bonds of the City designated as “Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area)” (collectively, the “Bonds”), issued and to be issued in one or more series under, and all equally and ratably secured by Resolution No. 13-19253, adopted by the City Council on March 25, 2013 (the “Original Resolution”), as amended by Resolution Nos. 20-10878 and 24-[\_\_\_\_], adopted by the City Council on June 22, 2020 and May 28, 2024, respectively (the Original Resolution, as amended or supplemented in accordance with the provisions thereof, the “Resolution”), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Owners of the Bonds and the City and the terms upon which the Bonds are to be issued and delivered. As provided in the Resolution, the Bonds are issuable in series which may vary as in the Resolution provided or permitted. This Bond is one of the series specified in its title, issued in the aggregate principal amount of \$6,930,000 (the “Series 2024A Bonds”), all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2024A Bonds are issued by the City for the purpose of (i) refunding the City’s outstanding Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt) Series 2013A, (ii) paying the premium for a reserve account insurance policy to the credit of the Reserve Account for the Series 2024A Bonds, and (iii) paying costs of issuance of the Series 2024A Bonds. The Series 2024A Bonds are payable and secured ratably and equally and on a parity with the City’s Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Taxable) Series 2013B (the “Series 2013B Bonds”), the City’s Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2020 (the “Series 2020 Bonds”), and any Additional Bonds hereafter issued pursuant to the Resolution. To the extent Additional Bonds are insured under a municipal bond insurance policy or Reserve Policy and Parity Insurer Reimbursement Amounts are due and owing with respect thereto, such Parity Insurer Reimbursement Amounts shall be secured by Tax Increment and shall be payable on a parity with the Bonds; provided, however, that Parity Insurer Reimbursement Amounts due and owing with respect to a Reserve Policy shall be subject to the priority of the credit and payment provisions applicable to the Reserve Account and otherwise as set forth under the Resolution. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

The Series 2024A Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), and pursuant to the Resolution. The Bonds are payable solely and ratably from Tax Increment received by the City and resulting from the

extension of ad valorem taxes levied by certain Taxing Bodies against the incremental taxable value of properties within the District pursuant to the Act, except that under certain conditions as described in the Resolution, the Bonds may be payable from replacement revenues, if any, provided in the event of the abolition or substantial elimination of property taxation in Montana.

The Bonds are not general obligations of the City and the City's general credit and taxing powers are not pledged to the payment of the Bonds or the interest thereon. The Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

The Series 2024A Bonds with Stated Maturities on or after July 1, 2034 are subject to redemption on July 1, 2033 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2024A Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2024A Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2024A Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to the Registrar. Said Policy is on file and available for inspection at the principal office of the Registrar and a copy thereof may be obtained from AGM or the Registrar. All payments required to be made under the Policy shall be made in accordance with the provisions thereof and the Resolution. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Montana and ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2024A Bond a valid and binding special, limited obligation of the City in accordance with its terms have been done, do exist, have happened and have been performed as so required; that this Series 2024A Bond has

been issued by the City in connection with an urban renewal project (as defined in the Act); that the City, in and by the Resolution, has validly made and entered into covenants and agreements with and for the benefit of the Owners from time to time of all Bonds issued thereunder, including covenants that it will pledge, appropriate and credit the Tax Increment to the Tax Increment Debt Service Fund of the City; that Additional Bonds may be issued and made payable from the Tax Increment Debt Service Fund on a parity with the Series 2013B Bonds, the Series 2020 Bonds and the Series 2024A Bonds upon certain conditions set forth in the Resolution, but no obligation (other than certain Parity Insurer Reimbursement Amounts as described in the Resolution) will be otherwise incurred and made payable from the Tax Increment, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2013B Bonds, the Series 2020 Bonds and the Series 2024A Bonds on the Tax Increment; that all provisions for the security of the Owners of the Bonds as set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of the Series 2024A Bonds does not cause the obligations of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)  
MAYOR

(Facsimile Seal)

(Facsimile Signature)  
CITY FINANCE DIRECTOR

(Facsimile Signature)  
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,  
as Registrar, Transfer Agent, and  
Paying Agent

By \_\_\_\_\_  
Authorized Signature

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants  
in common

UTMA.....Custodian.....  
(Cust) (Minor)

TEN ENT -- as tenants  
by the entireties

under Uniform Gifts to

JT TEN -- as joint tenants  
with right of  
survivorship and  
not as tenants in  
common

Minor Act.....  
(State)

Additional abbreviations may also be used.

### ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
\_\_\_\_\_ the within Bond and all rights thereunder, and hereby  
irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within  
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

PLEASE INSERT SOCIAL SECURITY  
OR OTHER IDENTIFYING NUMBER  
OF ASSIGNEE:

\_\_\_\_\_  
\_\_\_\_\_

NOTICE: The signature to this assignment  
must correspond with the name as it appears  
upon the face of the within Bond in every  
particular, without alteration, enlargement  
or any change whatsoever.

### SIGNATURE GUARANTEED

Signature(s) must be guaranteed by an  
"eligible guarantor institution" meeting  
the requirements of the Registrar,  
which requirements include membership  
or participation in STAMP or such other  
"signature guaranty program" as may be  
determined by the Registrar in  
addition to or in substitution for STAMP,  
all in accordance with the Securities  
Exchange Act of 1934, as amended.

## EXHIBIT F

### FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and executed by and between the City of Billings, Montana (the “City”), and U.S. Bank Trust Company, National Association, in Salt Lake City, Utah, as escrow agent (the “Agent”). The parties hereto recite and, in consideration of the mutual covenants and payments referred to and contained herein, covenant and agree as follows:

1. The City, in accordance with a resolution of its City Council adopted on May 28, 2024 (the “Bond Resolution”), is issuing its Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A, dated, as originally issued, as of the date hereof, in the aggregate principal amount of \$6,930,000 (the “Series 2024A Bonds”), a portion of the proceeds of which will be used to defease and redeem all of the City’s outstanding Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt) Series 2013A, dated, as originally issued, as of April 1, 2013 (the “Series 2013A Bonds”), with stated maturities in 2029 and thereafter, and outstanding in the aggregate principal amount of \$7,885,000 (the “Refunded Bonds”).

The City has directed that proceeds of the Series 2024A Bonds in the amount of \$7,194,715.08, together with \$273,906.25 on hand in the debt service account allocable to the Series 2013A Bonds and \$580,431.00 on hand in the debt service reserve account allocable to the Series 2013A Bonds, be applied as follows: (i) \$8,049,052.00 to payment of the purchase price of the State and Local Government Securities (the “Initial Securities”), and (ii) \$0.33 to establish a beginning cash balance in the Escrow Account, in each case, as described in Exhibit A hereto (which is hereby incorporated herein and made a part hereof).

2. The Agent acknowledges receipt of the Initial Securities and cash described in Exhibit A hereto and agrees that it will hold such Initial Securities and cash in a special segregated escrow account in the name of the City (the “Escrow Account”), will collect and receive on behalf of the City all payments of principal of and interest the Initial Securities and will remit from the Escrow Account to the paying agent for the Refunded Bonds (the “Paying Agent”) the funds required for the payment of principal of the Refunded Bonds and interest thereon as shown on Exhibit B hereto (which is incorporated herein and made a part hereof). When the final transfers have been made for the payment of such principal of and interest on the Refunded Bonds, the Agent will remit any remaining funds in the Escrow Account to the City, for deposit into the Tax Increment Debt Service Account for the Series 2024A Bonds.

The Agent shall, not less than 30 days prior to September 10, 2024, provide notice of the redemption of the Refunded Bonds (in the form of Exhibit C hereto (which is incorporated herein and made a part hereof)), by first class mail, or by other means required by The Depository Trust Company, of New York, New York (“DTC”), to the registered owners of such Refunded Bonds at their addresses as they appear on the Bond Register.

3. In the opinion of Ritz & Associates, P.A., of Bloomington, Minnesota, and as evidenced by the verification report attached hereto as Exhibit D, (i) the cash and Initial

Securities deposited in the Escrow Account and described in Exhibit A hereto mature at such times and bear interest at such rate that the collections of principal thereof and interest thereon, together with the beginning cash balance in the account, will be sufficient to pay the mandatory sinking fund principal and interest payment on the Refunded Bonds as it comes due on July 1, 2024 and to pay the redemption price of the Refunded Bonds on September 10, 2024.

4. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur. The City specifically waives such notification to the extent permitted by law and will receive periodic cash transaction statements from the Agent which will detail all investment transactions.

5. In order to ensure continuing compliance with Section 148 of the Code and applicable Treasury Regulations, the Agent agrees that it will not reinvest any cash received upon maturity of the investments held in the Escrow Account without the City's prior written consent following consultation with bond counsel.

6. The Agent also acknowledges receipt of a sum described in a letter agreement between the City and the Agent, as and for full compensation for all services to be performed by it as Agent under this Agreement, and the Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

7. If at any time it shall appear to the Agent that the money in the Escrow Account will not be sufficient to make any payment due to the owners of any of the Refunded Bonds, the Agent shall immediately notify the City. Upon receipt of such notice, the City shall forthwith transmit to the Agent for deposit in the Escrow Account from moneys on hand and legally available therefor, such additional moneys as may be required to make any such payment.

8. Not more than 15 business days after each of the payments described in Exhibit B hereto, the Agent shall submit to the City a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder. Such report shall also list all obligations held in the Escrow Account and the amount of money existing in the Escrow Account, if any, on such date.

9. It is recognized that title to the securities and cash held in the Escrow Account from time to time shall remain vested in the City but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by the provisions of this Agreement. The Agent shall hold all such securities and cash in the Escrow Account as a special trust fund and account separate and wholly segregated from all other cash and securities of the Agent on deposit therein and shall never commingle such securities and cash with other money or investments. It is understood and agreed that the responsibility of the Agent under this Agreement is limited to the safekeeping and segregation of the securities and cash deposited with it in the Escrow Account and the collection of and accounting for the principal and interest payable with respect thereto.

10. This Agreement is made by the City for the benefit of the owners of the Refunded Bonds and is not revocable by the City, and the Initial Securities and cash deposited in the Escrow Account by the City and all income therefrom have been irrevocably appropriated for the

payment and redemption of the Refunded Bonds and interest thereon, in accordance with this Agreement.

11. This Agreement shall be binding upon and shall inure to the benefit of the City and the Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the owners of the Refunded Bonds. Said third-party beneficiaries shall be entitled to enforce performance and observance by the City and the Agent of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto. Any bank or trust company into which the Agent may be merged or with which it may be consolidated or any bank or trust company resulting from any merger or consolidation to which it shall be a party or any bank or trust company to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor agent hereunder without the execution of any additional document or the performance of any further act.

12. This Agreement shall terminate when all of the Refunded Bonds have been discharged and any and all remaining funds have been distributed in accordance with Section 2 and the report has been submitted in accordance with Section 8.

13. This Agreement may not be amended except to sever any clause herein deemed to be illegal or cure any ambiguity or correct or supplement any provision herein which may be inconsistent with any other provision; provided that the Agent shall determine that any such amendment shall not adversely affect the owners of the Refunded Bonds.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Agreement to be duly executed by their duly authorized officers, as of the 13th day of June, 2024.

CITY OF BILLINGS, MONTANA

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Mayor

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City Finance Director

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,  
as Escrow Agent

By \_\_\_\_\_  
Its Vice President

(Signature page to Escrow Agreement, dated June 13, 2024,  
with the City of Billings, Montana)

EXHIBIT A

\$6,930,000  
Tax Increment Urban Renewal Revenue Refunding Bonds  
(Expanded North 27th Street Urban Renewal Area), Series 2024A  
City of Billings, Montana

Beginning Cash Balance: \$0.33

Initial Securities:

*(State and Local Government Securities)*

| <u>Type</u> | <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|-------------|----------------------|-------------------------|----------------------|
| SLGS-CI     | 07/01/2024           | \$ 273,906.00           | 0.000%               |
| SLGS-CI     | 09/10/2024           | \$7,775,146.00          | 5.460%               |

EXHIBIT B

\$6,930,000

Tax Increment Urban Renewal Revenue Refunding Bonds  
(Expanded North 27th Street Urban Renewal Area), Series 2024A  
City of Billings, Montana

DEBT SERVICE SCHEDULE FOR  
REFUNDED SERIES 2013A BONDS

| <u>Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u>   |
|-------------|------------------|-----------------|----------------|
| 07/01/2024  | \$ 80,000.00     | \$193,906.25    | \$ 273,906.25  |
| 09/10/2024  | \$7,805,000.00   | \$ 73,659.90    | \$7,878,659.90 |

EXHIBIT C

NOTICE OF REDEMPTION

Tax Increment Urban Renewal Revenue Bonds  
(Expanded North 27<sup>th</sup> Street Urban Renewal Area) (Tax Exempt) Series 2013A  
City of Billings, Montana

NOTICE IS HEREBY GIVEN that the City of Billings, Montana (the “City”), has called for redemption all of its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt), Series 2013A (the “Bonds”), dated, as originally issued, as of April 1, 2013, maturing on July 1 in the years and amounts and bearing interest and CUSIP numbers as set forth below:

| <u>Year</u> | <u>Amount</u> | <u>Interest Rate</u> | <u>CUSIP No.</u> |
|-------------|---------------|----------------------|------------------|
| 2029*       | \$ 950,000    | 4.375%               | 090141 DT6       |
| 2033*       | 2,685,000     | 5.000%               | 090141 DX7       |
| 2038*       | 4,170,000     | 5.000%               | 090141 EC2       |

\* *Term Bonds.*

The City has caused to be deposited into an escrow account, held by U.S. Bank Trust Company, National Association, as escrow agent, cash and non-callable direct obligations of the United States of America, in an amount sufficient, with interest earnings thereon, to pay the redemption price of the Bonds on the redemption date. The Bonds have been called for redemption on September 10, 2024 at a redemption price of 100% of the principal amount thereof plus interest accrued to September 10, 2024, without premium.

Holders of such bonds maturing in said years should surrender their bonds for payment to U.S. Bank Trust Company, National Association, of Salt Lake City, Utah, as paying agent, for payment on September 10, 2024 at its operations center at 60 Livingston Avenue - Bond Drop Window, St. Paul, Minnesota 55107 or if by mail to P.O. Box 64111, St. Paul, Minnesota 55164-0111.

**Important Notice:**

We are required by law to withhold an applicable portion of the principal amount of your holdings redeemed unless we are provided with your social security number or federal employer identification number, properly certified. Accordingly, you are instructed to submit at the time of surrender of your bonds a W-9 Form which may be obtained at a bank or other financial institution.

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment is made if the tax identification number is not properly certified.

The paying agent shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the holders.

Interest on the bonds shall cease to accrue on September 10, 2024 and the holders thereof shall have no further rights with respect thereto except to receive the redemption price so deposited.

Dated: June 13, 2024.

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,  
as Bond Registrar and Paying Agent

EXHIBIT D

Verification Report

## EXHIBIT G

### FORM OF CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE UNDERTAKING is made by the CITY OF BILLINGS, MONTANA (the “City”) in connection with the issuance and delivery by the City of its \$6,930,000 Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27<sup>th</sup> Street Urban Renewal Area), Series 2024A (the “Series 2024A Bonds”), as of this 13th day of June, 2024.

(a) Purpose and Beneficiaries. The Series 2024A Bonds were issued by the City in a public offering pursuant to an Official Statement dated May 14, 2024 with respect to the Series 2024A Bonds (the “Official Statement”). To provide for the public availability of certain information relating to the Series 2024A Bonds and the security therefor and to permit participating underwriters in the primary offering of the Series 2024A Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2024A Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access system website (“EMMA”), as hereinafter described. The City is the only “obligated person” in respect of the Series 2024A Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any person aggrieved thereby, including the Owners of the outstanding Series 2024A Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of this Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in this Continuing Disclosure Undertaking, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Series 2024A Bonds or under any other provision of Resolution No. 13-19253, adopted by the City Council of the City on March 25, 2013, as amended and supplemented by Resolution Nos. 20-10878 and [\_\_\_\_], adopted by the City Council of the City on June 22, 2020 and May 28, 2024, respectively (collectively, the “Resolution”). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

As used in this Continuing Disclosure Undertaking, “Owner” means, in respect of a Series 2024A Bond, the registered owner or owners thereof appearing in the Bond Register or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Continuing Disclosure Undertaking, “Beneficial Owner” means, in respect of a Series 2024A Bond, any person or entity that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2024A Bond

(including persons or entities holding Series 2024A Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Series 2024A Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in Section 3 hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(i) On or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2024, the following financial information and operating data in respect of the City (the “Disclosure Information”):

(A) audited financial statements of the City for the then most recent completed fiscal year or, if unavailable by the date specified, the City shall provide on or before such date unaudited financial statements as part of the Disclosure Information and, within 10 days after the receipt of thereof, the City shall provide the audited financial statements. The audited financial statements are to be prepared in accordance with generally accepted accounting principles or as otherwise provided under State law, as such principles may be changed from time to time as permitted by State law. If and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, the discrepancies will be noted; and

(B) updated information for the City for the then most recent completed fiscal year compiled by the City and publicly available under applicable data privacy or other law to include:

(1) principal amount of Bonds outstanding of the District;

(2) information regarding the District similar to what is presented in the table in the Official Statement in the section “THE DISTRICT--Value of Property and Tax Increment of the District” to include:

a. Incremental Taxable Value;

b. Actual Taxable Value;

c. Real Property Tax Increment Collected; and

d. Total Tax Increment Collected (including entitlement share revenue); and

(3) debt service coverage for the then most recent completed fiscal year.

The Disclosure Information will be provided in the manner described in Section 3 hereof, may be provided in a single document or multiple documents, and may be incorporated by specific reference to documents available to the public on the internet website of the MSRB or filed with the Securities Exchange Commission (the “SEC”). Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on EMMA. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Continuing Disclosure Undertaking is amended as permitted by Section 4(b) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(ii) In a timely manner not in excess of ten (10) business days, the City will provide notice of the occurrence of any of the following events:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2024A Bonds or other material events affecting the tax status of the Series 2024A Bonds;
- (7) modifications to rights of holders of the Series 2024A Bonds, if material;

- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Series 2024A Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership, or similar event of the City;
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2024A Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Series 2024A Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (O) and (P) above, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A “financial obligation” does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

- (ii) In a timely manner, the City will provide notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information described under Sections 2(a) and 2(b) hereof at the time specified thereunder;

(B) the amendment or supplementing of this Continuing Disclosure Undertaking pursuant to Section 4(b) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and

(C) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in Section 2 hereof to the MSRB through EMMA in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(i) This Continuing Disclosure Undertaking shall remain in effect until all Series 2024A Bonds have been paid or defeased under the Resolution.

(ii) Notwithstanding paragraph (a) above, this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided under Section 2(c)(ii) hereof), or the consent of the Owners of any Series 2024A Bonds, by a resolution or ordinance of the City filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (1) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (2) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the Series 2024A Bonds. If this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) are so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(iii) This Continuing Disclosure Undertaking is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so this Continuing Disclosure Undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Series 2024A Bonds.

(e) Further Limitation of Liability of City. None of the agreements or obligations of the City contained in this Continuing Disclosure Undertaking shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Second / Final Reading Ordinance Amending BMCC, Sections 24-426 and 24-431  
**Presented by:** Tracy Scott, Parking Manager  
**Department:** Parking  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Recommendation to approve an ordinance amending Sec. 24-426 Permit for Loading and Unloading by Backing to Curb and Sec. 24-431 Permit for Curb Loading Zones, BMCC.

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

Starting July 1, 2024, the Parking Department will manage Delivery Permits, which were previously handled by the Finance Department. During the middle of FY'22, the revenue from Delivery Permits shifted from Finance to the Parking Fund. In FY'23, the Billings Parking Board suggested increasing the annual fee for Delivery Permits from \$12 to \$50. The City Council Budget and Finance Committee reviewed this suggestion and proposed raising the fee to \$25 per permit for the first year, followed by another \$25 increase for the subsequent year. The details of the permit are outlined in Ordinance 24-426 "Permit for Loading or Unloading by Backing to Curb," with adjustments made to the fee amount language and expiration terms. The amendment removes the fee amount in the ordinance and has it set by the City Administrator through an administrative order, where the other parking fees and fines are established. Furthermore, Ordinance 24-431 "Permit for Curb Loading Zones" amended the expiration period from calendar year to fiscal year.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve and the permit fee will continue to be an annual \$12.00 per permit.

**FISCAL EFFECTS**

Revenue in FY22 was \$13,224, FY23 was \$17,252 and estimated FY24 \$13,224. FY25 was budgeted for \$15,500. Parking is anticipating a potential reduction in the number of permits sold, especially for businesses with a large fleet of vehicles if the new rates are implemented. The Parking Division will monitor the effects of the increase in permit fees and enforcement needed for compliance.

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**Attachments**

Ordinance Amendment

**ORDINANCE 24-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING SECTIONS  
24-426 PERMIT FOR LOADING OR UNLOADING BY  
BACKING TO CURB AND 24-431 PERMIT FOR CURB  
LOADING ZONES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:**

1. That Section 24-426 Permit for Loading or Unloading by Backing to Curb of the Billings Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

The city administrator is authorized to issue special loading permits to allow the stopping, standing or backing of a vehicle to the curb for the purpose of loading or unloading merchandise or materials in central business district alleys or in designated loading zones and subject to the terms and conditions of such permit. Application for a loading permit shall be made on the forms and in accordance with the procedure prescribed by the city administrator. A fee, set by the city administrator, ~~of twelve dollars (\$12.00)~~ for the permit shall be charged. Such permit may be issued to holders of business tax receipts, governmental entities, educational or nonprofit organizations and shall grant to such persons the privileges as therein stated and authorized herein. Every such permit shall be annual and shall expire on the last day of the fiscal year (June 30). ~~midnight on the last day of the month of issuance.~~

2. That Section 24-431 Permit for Curb Loading Zones of the Billings Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

The city administrator shall not hereafter designate or sign any curb loading zone upon special request of any person unless such person makes application for a permit for such zone and for two (2) signs to indicate the ends of each such zone. The city administrator upon granting a permit and issuing such signs may, by general regulations, impose conditions upon the use of such signs, provide for reimbursement of the city for the value thereof in event of their loss or damage, and provide for the return of such signs in the event of their misuse. The granting of any such permit and any special conditions imposed thereon shall be subject to city council approval. Every such permit shall expire at the end of the fiscal calendar year.

3. **EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.
4. **REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.
5. **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:** 05/28/2024  
**Title:** Payment of Claims for week of April 22nd, 2024  
**Presented by:** Erin Watterud  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$5,806,888.40 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 04222024

| Check Date | Check # | Name                      | Fund Name     | Amount       | Item Desc                                                |
|------------|---------|---------------------------|---------------|--------------|----------------------------------------------------------|
| 04/22/2024 | 870236  | Advanced Engin and Enviro | Property Ins  | \$ 3,850.00  | engineering fees incurred to repair the BPD carport-barn |
| 04/22/2024 | 870236  | Advanced Engin and Enviro | Wastewater    | \$ -         | Professional Services Agreement for W/WW FY22/23         |
| 04/22/2024 | 870236  | Advanced Engin and Enviro | Wastewater    | \$ -         | Professional Services Agreement for W/WW FY24/25         |
| 04/22/2024 | 870236  | Advanced Engin and Enviro | Water         | \$ -         | Professional Services Agreement for W/WW FY22/23         |
| 04/22/2024 | 870236  | Advanced Engin and Enviro | Water         | \$ 10,442.75 | Professional Services Agreement for W/WW FY24/25         |
| 04/22/2024 | 870236  | Advanced Engin and Enviro | Water         | \$ 6,258.75  | WO 22-45 Willett and Christensen Pump Station Improv     |
| 04/22/2024 | 870236  | Advanced Engin and Enviro | Water         | \$ 521.25    | WO 22-45 Willett and Christensen Pump Station Improv     |
| 04/22/2024 | 870236  | Advanced Engin and Enviro | Water         | \$ 11,165.50 | WO 22-45 Willett and Christensen Pump Station Improv     |
| 04/22/2024 | 870236  | Advanced Engin and Enviro | Water         | \$ 6,384.00  | WO 22-45 Willett and Christensen Pump Station Improv     |
| 04/22/2024 | 870236  | Advanced Engin and Enviro | Water         | \$ 10,625.00 | WO 22-45 Willett and Christensen Pump Station Improv     |
| 04/22/2024 | 870242  | Apple Creek Propagators   | Park Prgrms   | \$ 3,559.25  | trees for parks - invoice 6042                           |
| 04/22/2024 | 870246  | Askin Construction        | Tax Incrmnt S | \$ 23,700.99 | WO 23-26 Sburra Gravel Streets Phase II,; Payment 6      |
| 04/22/2024 | 870248  | AT & T                    | Airport       | \$ 823.68    | Airport                                                  |
| 04/22/2024 | 870248  | AT & T                    | Building      | \$ 45.20     | Building Manager                                         |
| 04/22/2024 | 870248  | AT & T                    | Building      | \$ 512.66    | PW-Building Cell Phones -2090 44510 403450               |
| 04/22/2024 | 870248  | AT & T                    | Building      | \$ 426.24    | PW-Building Surfaces                                     |
| 04/22/2024 | 870248  | AT & T                    | CDBG          | \$ 145.68    | Comm Dev                                                 |
| 04/22/2024 | 870248  | AT & T                    | Court Grants  | \$ 135.60    | Muni Court DC                                            |
| 04/22/2024 | 870248  | AT & T                    | Engineering   | \$ 174.20    | Engineering Tablets                                      |
| 04/22/2024 | 870248  | AT & T                    | Engineering   | \$ 24.46     | PW- Engineering                                          |
| 04/22/2024 | 870248  | AT & T                    | Engineering   | \$ 147.13    | PW-Engineering Cell Phones and MiFi                      |
| 04/22/2024 | 870248  | AT & T                    | Facilities    | \$ 45.20     | Facilities BOC                                           |
| 04/22/2024 | 870248  | AT & T                    | Facilities    | \$ 45.20     | Facilities BOC                                           |
| 04/22/2024 | 870248  | AT & T                    | Facilities    | \$ 31.64     | Facilities BOC                                           |
| 04/22/2024 | 870248  | AT & T                    | Facilities    | \$ 13.56     | Facilities BOC                                           |
| 04/22/2024 | 870248  | AT & T                    | Facilities    | \$ 86.44     | Facilities BOC/CH                                        |
| 04/22/2024 | 870248  | AT & T                    | Facilities    | \$ 28.80     | Facilities BOC/CH                                        |
| 04/22/2024 | 870248  | AT & T                    | Facilities    | \$ 45.20     | Facilities City Hall                                     |
| 04/22/2024 | 870248  | AT & T                    | Facilities    | \$ 45.20     | Facilities City Hall                                     |
| 04/22/2024 | 870248  | AT & T                    | Facilities    | \$ 45.20     | Facilities City Hall                                     |
| 04/22/2024 | 870248  | AT & T                    | Facilities    | \$ 90.40     | Facilities Managers                                      |
| 04/22/2024 | 870248  | AT & T                    | Fleet         | \$ 45.54     | Motor Pool                                               |
| 04/22/2024 | 870248  | AT & T                    | General       | \$ 416.68    | Code Enforcement                                         |

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| 04/22/2024 | 870248  | AT & T | General          | \$ 45.20    | Purchaser                          |
| 04/22/2024 | 870248  | AT & T | General          | \$ 45.20    | Human Resources                    |
| 04/22/2024 | 870248  | AT & T | General          | \$ 180.80   | Legal Dept -Domestic Violence -    |
| 04/22/2024 | 870248  | AT & T | General          | \$ 50.24    | Legal                              |
| 04/22/2024 | 870248  | AT & T | General          | \$ 294.72   | PRPL - Recreation Division         |
| 04/22/2024 | 870248  | AT & T | General          | \$ -        | REC Seasonal -0100-51210-403450    |
| 04/22/2024 | 870248  | AT & T | General          | \$ 104.52   | Rec Tablets                        |
| 04/22/2024 | 870248  | AT & T | IT Resources     | \$ 50.24    | IT Department -On call Phone -     |
| 04/22/2024 | 870248  | AT & T | Library          | \$ 189.36   | Library                            |
| 04/22/2024 | 870248  | AT & T | Library          | \$ 107.31   | Library Out Reach                  |
| 04/22/2024 | 870248  | AT & T | P.W. Admin       | \$ 32.55    | PWBLKNP OFFICE -50/50              |
| 04/22/2024 | 870248  | AT & T | P.W. Admin       | \$ 32.56    | PWBLKNP OFFICE -50/50              |
| 04/22/2024 | 870248  | AT & T | Park Dist 1      | \$ 517.55   | Parks Dept.                        |
| 04/22/2024 | 870248  | AT & T | Park Dist 1      | \$ -        | Parks Seasonal -8730-51120-403450  |
| 04/22/2024 | 870248  | AT & T | Park Dist 1      | \$ 537.26   | PRPL Parks Tablets                 |
| 04/22/2024 | 870248  | AT & T | Parking          | \$ -        | Parking Division Meter Maintenance |
| 04/22/2024 | 870248  | AT & T | Parking          | \$ 406.80   | Parking Phones and scanner         |
| 04/22/2024 | 870248  | AT & T | Parking          | \$ 226.00   | Parking Phones and scanner         |
| 04/22/2024 | 870248  | AT & T | Payroll Clearing | \$ 7.53     | Legal Dept -Domestic Violence -    |
| 04/22/2024 | 870248  | AT & T | PD Program       | \$ 160.56   | CCSIU Toughbook                    |
| 04/22/2024 | 870248  | AT & T | PD Program       | \$ 45.51    | Domestic Violence                  |
| 04/22/2024 | 870248  | AT & T | Phone System     | \$ 45.20    | IT Department -On call Phone -     |
| 04/22/2024 | 870248  | AT & T | Phone System     | \$ 7.65     | IT iPads                           |
| 04/22/2024 | 870248  | AT & T | Phone System     | \$ 65.02    | IT iPads                           |
| 04/22/2024 | 870248  | AT & T | Phone System     | \$ 3.46     | Metro Cell Account#287284178560    |
| 04/22/2024 | 870248  | AT & T | Phone System     | \$ 17.49    | TeleComm Manager                   |
| 04/22/2024 | 870248  | AT & T | Planning         | \$ 67.73    | Planning                           |
| 04/22/2024 | 870248  | AT & T | Public Safety    | \$ 272.75   | Animal Control Cell Phones         |
| 04/22/2024 | 870248  | AT & T | Public Safety    | \$ 321.12   | Animal Control -MDT                |
| 04/22/2024 | 870248  | AT & T | Public Safety    | \$ 120.42   | Assistant chiefs new iPads         |
| 04/22/2024 | 870248  | AT & T | Public Safety    | \$ 288.69   | Comm. Center 9-1-1                 |
| 04/22/2024 | 870248  | AT & T | Public Safety    | \$ 40.14    | Detective -Toughbook               |
| 04/22/2024 | 870248  | AT & T | Public Safety    | \$ 7,860.12 | Fire Battalion Chiefs              |

| Check Date | Check # | Name   | Fund Name      | Amount      | Item Desc                                               |
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| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 444.13   | FIRE CRADLEPOINT                                        |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 1,721.62 | Fire Department Cell Phones                             |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 90.66    | Fire Drone                                              |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 500.02   | FIRE EMS                                                |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 135.60   | Fire EMS Cell Phone                                     |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 198.72   | FIRE INSPECTIONS                                        |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 40.14    | Fire iPads                                              |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 304.20   | Fire iPads                                              |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 799.46   | Fire Station iPads                                      |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 85.65    | ICAC -Campbell and Spare                                |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 570.15   | MDT Fire                                                |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 83.39    | POLICE CRADLEPOINT                                      |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 125.32   | POLICE CSO                                              |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 3,915.19 | Police Department Cell Phone                            |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 50.24    | Police -Drone                                           |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 240.84   | Police MDT Toughbooks and Loaner MDT's                  |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 5,218.20 | Police MDT Toughbooks and Loaner MDT's                  |
| 04/22/2024 | 870248  | AT & T | Public Safety  | \$ 287.20   | Yellowstone County Cellular Charges -Three cradlepoints |
| 04/22/2024 | 870248  | AT & T | Solid Waste    | \$ 386.16   | SOLID WASTE Cell and iPads                              |
| 04/22/2024 | 870248  | AT & T | Solid Waste    | \$ 139.36   | SOLID WASTE Cell and iPads                              |
| 04/22/2024 | 870248  | AT & T | Street/Traffic | \$ 143.33   | School Flashers 2110-31320-403450                       |
| 04/22/2024 | 870248  | AT & T | Street/Traffic | \$ 724.66   | Street Traffic iPads                                    |
| 04/22/2024 | 870248  | AT & T | Transit        | \$ 37.79    | MET Supervisor Cell Phones                              |
| 04/22/2024 | 870248  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones                              |
| 04/22/2024 | 870248  | AT & T | Transit        | \$ 45.22    | MET Supervisor Cell Phones                              |
| 04/22/2024 | 870248  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones                              |
| 04/22/2024 | 870248  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones                              |
| 04/22/2024 | 870248  | AT & T | Transit        | \$ 49.07    | MET Supervisor Cell Phones                              |
| 04/22/2024 | 870248  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones                              |
| 04/22/2024 | 870248  | AT & T | Transit        | \$ 50.34    | MET Supervisor Cell Phones                              |
| 04/22/2024 | 870248  | AT & T | Transit        | \$ 645.35   | MET Transit Tablets                                     |
| 04/22/2024 | 870248  | AT & T | Transit        | \$ 389.65   | MET Transit Tablets                                     |
| 04/22/2024 | 870248  | AT & T | Wastewater     | \$ 180.80   | PW Environmental                                        |

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| 04/22/2024 | 870248  | AT & T                    | Wastewater     | \$ 373.15    | PWBELKNAP-DIST COLL CELL PHONES 50/50               |
| 04/22/2024 | 870248  | AT & T                    | Wastewater     | \$ 475.00    | PWBLKNP Electricians -Phones                        |
| 04/22/2024 | 870248  | AT & T                    | Wastewater     | \$ 28.15     | PWBLKNP STORES -75/25                               |
| 04/22/2024 | 870248  | AT & T                    | Wastewater     | \$ 1,006.34  | PWBLNP-WWTRMNT1 WWTP and iPads                      |
| 04/22/2024 | 870248  | AT & T                    | Wastewater     | \$ 104.52    | PWBLNP-WWTRMNT1 WWTP and iPads                      |
| 04/22/2024 | 870248  | AT & T                    | Wastewater     | \$ 410.77    | PW-Distribution Collection Tablets 50/50            |
| 04/22/2024 | 870248  | AT & T                    | Wastewater     | \$ 80.28     | PW-Environmental                                    |
| 04/22/2024 | 870248  | AT & T                    | Water          | \$ 373.16    | PWBELKNAP-DIST COLL CELL PHONES 50/50               |
| 04/22/2024 | 870248  | AT & T                    | Water          | \$ 995.51    | PWBELKNAP-WT Water Treatment                        |
| 04/22/2024 | 870248  | AT & T                    | Water          | \$ 472.64    | PWBLKNP COMM-METER CityWorks/Neptune                |
| 04/22/2024 | 870248  | AT & T                    | Water          | \$ 412.15    | PWBLKNP MTRSHOP CELL PHONE AND IPADS                |
| 04/22/2024 | 870248  | AT & T                    | Water          | \$ 288.40    | PWBLKNP MTRSHOP CELL PHONE AND IPADS                |
| 04/22/2024 | 870248  | AT & T                    | Water          | \$ 84.46     | PWBLKNP STORES -75/25                               |
| 04/22/2024 | 870248  | AT & T                    | Water          | \$ 410.76    | PW-Distribution Collection Tablets 50/50            |
| 04/22/2024 | 870256  | Blngs Construction Supply | Fleet          | \$ 215.86    | 25133                                               |
| 04/22/2024 | 870256  | Blngs Construction Supply | Solid Waste    | \$ 428.40    | Orange road candles for Landfill.                   |
| 04/22/2024 | 870256  | Blngs Construction Supply | Street/Traffic | \$ 33.75     | raincoat                                            |
| 04/22/2024 | 870256  | Blngs Construction Supply | Street/Traffic | \$ 79.90     | rain suits                                          |
| 04/22/2024 | 870256  | Blngs Construction Supply | Wastewater     | \$ 558.00    | sand blasting sand for #5 SSP                       |
| 04/22/2024 | 870256  | Blngs Construction Supply | Water          | \$ 2,207.00  | 6th Ave N & 13Th St Repair                          |
| 04/22/2024 | 870256  | Blngs Construction Supply | Water          | \$ 982.00    | traffic Control at Grand Ave between 4th            |
| 04/22/2024 | 870259  | Billings Tourism          | Tourism BID #2 | \$ 28,236.33 | Paid March Distributed April 2024                   |
| 04/22/2024 | 870262  | Bruco                     | Facilities     | \$ (587.84)  | Credit memo for I24-012644                          |
| 04/22/2024 | 870262  | Bruco                     | Facilities     | \$ 948.37    | Inv. 423908 Janitorial supplies                     |
| 04/22/2024 | 870262  | Bruco                     | Parking        | \$ 354.00    | 1232100 BATTERY                                     |
| 04/22/2024 | 870262  | Bruco                     | Parking        | \$ 354.00    | 1232100 BATTERY                                     |
| 04/22/2024 | 870262  | Bruco                     | Parking        | \$ 354.00    | 1232100 BATTERY                                     |
| 04/22/2024 | 870262  | Bruco                     | Parking        | \$ 120.50    | GOFREE PRO II 12AH BATTERY CHARGER AND CHARGER CORD |
| 04/22/2024 | 870262  | Bruco                     | Parking        | \$ 120.50    | GOFREE PRO II 12AH BATTERY CHARGER AND CHARGER CORD |
| 04/22/2024 | 870262  | Bruco                     | Parking        | \$ 120.50    | GOFREE PRO II 12AH BATTERY CHARGER AND CHARGER CORD |
| 04/22/2024 | 870262  | Bruco                     | Parking        | \$ 402.33    | GOFREE PRO II 12AH BETTERY ONLY                     |
| 04/22/2024 | 870262  | Bruco                     | Parking        | \$ 402.33    | GOFREE PRO II 12AH BETTERY ONLY                     |
| 04/22/2024 | 870262  | Bruco                     | Parking        | \$ 402.32    | GOFREE PRO II 12AH BETTERY ONLY                     |

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| 04/22/2024 | 870262  | Bruco                     | Parking         | \$ 215.14       | KAIVAC REPAIR                                           |
| 04/22/2024 | 870262  | Bruco                     | Parking         | \$ 215.14       | KAIVAC REPAIR                                           |
| 04/22/2024 | 870262  | Bruco                     | Parking         | \$ 215.14       | KAIVAC REPAIR                                           |
| 04/22/2024 | 870262  | Bruco                     | Parking         | \$ 194.38       | TENNANT FLOOR SCRUBBER MAINTENANCE                      |
| 04/22/2024 | 870262  | Bruco                     | Parking         | \$ 194.38       | TENNANT FLOOR SCRUBBER MAINTENANCE                      |
| 04/22/2024 | 870262  | Bruco                     | Parking         | \$ 194.39       | TENNANT FLOOR SCRUBBER MAINTENANCE                      |
| 04/22/2024 | 884     | Burns & McDonnell Engin   | Water           | \$ 150,154.99   | WO 19-42 West End Water Treatment Plant Project         |
| 04/22/2024 | 870267  | CGL Management Group      | General         | \$ 28,406.20    | CJS Efficiency and Court Expansion Consulting           |
| 04/22/2024 | 870267  | CGL Management Group      | General         | \$ 63,840.10    | CJS Efficiency and Court Expansion Consulting           |
| 04/22/2024 | 870267  | CGL Management Group      | General         | \$ 14,401.20    | CJS Efficiency and Court Expansion Consulting           |
| 04/22/2024 | 870274  | Cop Const                 | Wastewater      | \$ 3,989.70     | WO 23-35 Hesper Sanitary Sewer Extension project        |
| 04/22/2024 | 870274  | Cop Const                 | Wastewater      | \$ 2,930.40     | WO 23-35 Hesper Sanitary Sewer Extension project        |
| 04/22/2024 | 870282  | Dakota Supply Group       | Street/Traffic  | \$ 2.65         | coupling for grand peaks                                |
| 04/22/2024 | 870282  | Dakota Supply Group       | Water           | \$ 1,377.33     | 10" X 15" SH CI-FC REPAIR CLAMP - F1-1144 X 15-SH       |
| 04/22/2024 | 870282  | Dakota Supply Group       | Water           | \$ 125.49       | 125.49                                                  |
| 04/22/2024 | 870282  | Dakota Supply Group       | Water           | \$ 951.23       | PIPE BURSTING - 3/4" COMPRESSION COUPLING -(74758Q34)   |
| 04/22/2024 | 870282  | Dakota Supply Group       | Water           | \$ 190.10       | PIPE BURSTING - 3/4" CORP (74701BQ34)                   |
| 04/22/2024 | 870282  | Dakota Supply Group       | Water           | \$ 3,152.52     | PIPE BURSTING - 8" X 3/4" TAPPING SADDLE                |
| 04/22/2024 | 870282  | Dakota Supply Group       | Water           | \$ 332.82       | PIPE BURSTING - 8" X 6" PUSH-ON TEE P/N: 42448          |
| 04/22/2024 | 870282  | Dakota Supply Group       | Water           | \$ 275.00       | Tool for Water Main Pipe Installation P                 |
| 04/22/2024 | 870283  | Dept Of Natural Resources | Airport         | \$ 31,524.12    | State Land Lease 2023 & 2024                            |
| 04/22/2024 | 870284  | Dick Anderson Const       | Wastewater      | \$ 296,722.80   | WO 20-44 WRF Nutrient Recovery Improvements             |
| 04/22/2024 | 870284  | Dick Anderson Const       | Water           | \$ 92,451.12    | WO 19-12 West End Reservoir Project, GC/CM              |
| 04/22/2024 | 870284  | Dick Anderson Const       | Water           | \$ 2,778,650.24 | WO 19-42 West End WTP Project - Construction; Payment 3 |
| 04/22/2024 | 870285  | DOWL                      | Tax Incrmnt N27 | \$ 68,429.31    | WO 23-11 Downtown 2-Way Street Conversion; Payment 15   |
| 04/22/2024 | 870287  | Downtown Billings BID     | Downtown BID    | \$ 3,643.31     | BID Assessment; Paid March Distributed April 2024       |
| 04/22/2024 | 870295  | Executive Cleaning        | Library         | \$ 810.00       | 77579                                                   |
| 04/22/2024 | 870295  | Executive Cleaning        | Library         | \$ 810.00       | 77690                                                   |
| 04/22/2024 | 870295  | Executive Cleaning        | Public Safety   | \$ 1,588.00     | MARCH 2024: CLEANING 911 CENTER & WINDOW WASHING        |
| 04/22/2024 | 870296  | EXOR Electronic Research  | Wastewater      | \$ 5,649.77     | Replacement displays for Voekler Pump St                |
| 04/22/2024 | 870296  | EXOR Electronic Research  | Water           | \$ 3,029.37     | Replacement displays for Voekler Pump St                |
| 04/22/2024 | 870299  | Fisher Sand & Gravel      | Street/Traffic  | \$ 6,145.92     | asphalt                                                 |
| 04/22/2024 | 870299  | Fisher Sand & Gravel      | Street/Traffic  | \$ 1,017.36     | asphalt                                                 |

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| 04/22/2024 | 870299  | Fisher Sand & Gravel    | Street/Traffic   | \$ 1,793.28   | asphalt                                                 |
| 04/22/2024 | 870302  | Gairrett Excavation     | Water            | \$ 46,635.93  | WO 24-28 WTP Sediment Hauling; Payment 1                |
| 04/22/2024 | 870303  | Gametime                | Park Dist 1      | \$ 141,987.78 | FINAL PAYMENT; north park playground replacement        |
| 04/22/2024 | 870304  | Geveko Markings         | Street/Traffic   | \$ 2,293.80   | heat tape                                               |
| 04/22/2024 | 870304  | Geveko Markings         | Street/Traffic   | \$ 958.49     | heat tape                                               |
| 04/22/2024 | 870308  | Guardian Security       | Library          | \$ 10,402.91  | 1061 March 2024 security guard service                  |
| 04/22/2024 | 870310  | Hanson Chemical         | Street/Traffic   | \$ 2,864.26   | orange tough used to clean trucks                       |
| 04/22/2024 | 886     | HDR                     | Gas Tax          | \$ 151.80     | Retainage Release FINAL                                 |
| 04/22/2024 | 886     | HDR                     | Sidewalk Const   | \$ 392.51     | Retainage Release FINAL                                 |
| 04/22/2024 | 886     | HDR                     | St Maint Dist    | \$ 47.58      | Retainage Release FINAL                                 |
| 04/22/2024 | 886     | HDR                     | Wastewater       | \$ 4,878.65   | WO 24-15 WRF Chemical Room Repair - Engineering         |
| 04/22/2024 | 886     | HDR                     | Wastewater       | \$ 1,336.76   | Yellowstone River Water Quality Study 2023; PMT 5       |
| 04/22/2024 | 886     | HDR                     | Water            | \$ 1,358.08   | WO 24-20 Water Treatment Plant Underground Leaks Assess |
| 04/22/2024 | 870312  | High Point Networks     | IT Resources     | \$ 62,052.00  | Stillwater Building                                     |
| 04/22/2024 | 870312  | High Point Networks     | Phone System     | \$ 16,892.00  | Stillwater Building                                     |
| 04/22/2024 | 870312  | High Point Networks     | Transit          | \$ 1,641.00   | MET Shop Juniper Switch EX2300                          |
| 04/22/2024 | 870315  | Iaff                    | Payroll Clearing | \$ 5,643.42   | Payroll Summary                                         |
| 04/22/2024 | 870319  | Infinity Homes          | Engineering      | \$ 6,285.00   | Water SDF was charged and it is Heights Water District  |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 37.76      | 71276947                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 0.40       | 71276947                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 30.59      | 71276947                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 10.61      | 81173604                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 0.75       | 81173604                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 16.19      | 81173604                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 21.58      | 81173605                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 0.36       | 81173605                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 17.32      | 81173606 Eisner                                         |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 0.87       | 81173607                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 23.58      | 81173607                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 8.97       | 81173607                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 24.04      | 81184749 Eisner                                         |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 346.84     | 81184750                                                |
| 04/22/2024 | 870320  | Ingram Library Services | Library          | \$ 211.06     | 81184750                                                |

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| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 2.66   | 81184750             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 28.18  | 81184750             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 50.04  | 81184751 Story Trail |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 5.99   | 81232140             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 0.05   | 81232140             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 10.79  | 81232140             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 26.39  | 81232141 Eisner      |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 16.52  | 81232142             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 5.89   | 81232142             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 0.04   | 81232142             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 0.02   | 81232144             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 11.77  | 81232144             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 0.06   | 81232145             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 14.74  | 81232145             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 16.19  | 81232146             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 19.18  | 81232146             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 633.86 | 81232146             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 586.66 | 81232146             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 131.27 | 81232146             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 2.79   | 81232146             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 0.16   | 81276946             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 17.70  | 81276946             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 7.20   | 81276946             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 23.99  | 81276948             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 0.15   | 81276948             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 244.26 | 81276949             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 1.45   | 81276949             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 0.03   | 81276950             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 5.99   | 81276950             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 8.97   | 81276951             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 0.03   | 81276951             |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 21.11  | 81276952 Eisner      |
| 04/22/2024 | 870320  | Ingram Library Services | Library   | \$ 0.40   | 81276953             |

| Check Date | Check # | Name                    | Fund Name    | Amount    | Item Desc         |
|------------|---------|-------------------------|--------------|-----------|-------------------|
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 69.02  | 81276953          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 10.80  | 81276953          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 7.66   | 81276954          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 0.25   | 81276954          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 30.87  | 81276954          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 13.92  | 81291496 Eisner   |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 17.99  | 81291498          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 0.13   | 81291498          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 13.50  | 81291499          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 2.42   | 81291499          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 81.98  | 81291499          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 110.98 | 81291499          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 49.47  | 81291499          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 7.20   | 81291500          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 0.06   | 81291500          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 11.79  | 81319797          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 0.55   | 81319797          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 0.27   | 81319798          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 16.52  | 81319798          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 14.99  | 81319799          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 0.34   | 81319799          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 0.21   | 81319800          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 11.39  | 81319800          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 9.24   | 81319801 Eisner   |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 0.78   | 81319803          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 17.11  | 81319803          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 8.82   | 81319803          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 10.79  | 81319804          |
| 04/22/2024 | 870320  | Ingram Library Services | Library      | \$ 0.23   | 81319804          |
| 04/22/2024 | 870320  | Ingram Library Services | Property Ins | \$ 23.62  | Replacement books |
| 04/22/2024 | 870320  | Ingram Library Services | Property Ins | \$ 18.07  | Replacement books |
| 04/22/2024 | 870320  | Ingram Library Services | Property Ins | \$ 22.57  | Replacement books |
| 04/22/2024 | 870320  | Ingram Library Services | Property Ins | \$ 4.20   | Replacement books |

| Check Date | Check # | Name                     | Fund Name        | Amount        | Item Desc                                                  |
|------------|---------|--------------------------|------------------|---------------|------------------------------------------------------------|
| 04/22/2024 | 870321  | Inland Truck Parts       | Fleet            | \$ 3,079.34   | 1575502                                                    |
| 04/22/2024 | 870322  | Institutions Services    | Airport          | \$ 5,301.11   | Down Payment for High Top Tables for Sky Brew Bar          |
| 04/22/2024 | 887     | Jacobs Engineering Group | Gas Tax          | \$ 586.14     | Asset Management Program Project; Payment 46               |
| 04/22/2024 | 887     | Jacobs Engineering Group | Light Maint      | \$ 586.14     | Asset Management Program Project; Payment 46               |
| 04/22/2024 | 887     | Jacobs Engineering Group | Storm Sewer      | \$ 1,410.75   | Asset Management Program Project; Payment 46               |
| 04/22/2024 | 887     | Jacobs Engineering Group | Street/Traffic   | \$ 2,192.27   | Asset Management Program Project; Payment 46               |
| 04/22/2024 | 887     | Jacobs Engineering Group | Wastewater       | \$ 4,795.41   | Asset Management Program Project; Payment 46               |
| 04/22/2024 | 887     | Jacobs Engineering Group | Water            | \$ 4,795.42   | Asset Management Program Project; Payment 46               |
| 04/22/2024 | 870331  | L N Curtis & Sons        | Public Safety    | \$ 2,529.76   | INV810743, 3027 drag stabilized point of aim impact rounds |
| 04/22/2024 | 870334  | Lyngsoe Systems          | Library          | \$ 124,975.62 | Library Materials Handler & Conveyance System per the TRP  |
| 04/22/2024 | 870342  | Montana CSED             | Payroll Clearing | \$ 6,561.31   | Montana CSED                                               |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Airport          | \$ 1,261.16   | 285 580 1000 6                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Airport          | \$ 4,270.65   | 595 580 1000 1                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Airport          | \$ 873.59     | 706 580 1000 7                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Airport          | \$ 490.62     | 788 689 5644 8. Concourse Kitchen. April 2024 Utilities    |
| 04/22/2024 | 870343  | MT Dakota Utilities      | General          | \$ 114.58     | 112 138 9381 8                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | General          | \$ 117.23     | 703 760 1000 8                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | General          | \$ 64.40      | 879 660 1000 8                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Park Dist 1      | \$ 84.34      | 501 473 1000 2                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Public Safety    | \$ 257.29     | 668 670 1000 2                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Public Safety    | \$ 182.55     | 672 860 1000 3                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Public Safety    | \$ 22.68      | 930 442 2308 4                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Wastewater       | \$ 65.55      | 596 733 1000 5                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Wastewater       | \$ 64.99      | 713 064 3190 0                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Wastewater       | \$ 63.99      | 843 879 2205 1                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Water            | \$ 76.11      | 162 660 1000 4                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Water            | \$ 52.16      | 373 580 1000 9                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Water            | \$ 52.16      | 373 580 1000 9                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Water            | \$ 60.84      | 541 380 1000 1                                             |
| 04/22/2024 | 870343  | MT Dakota Utilities      | Water            | \$ 65.55      | 921 580 1000 6                                             |
| 04/22/2024 | 870344  | MFPE                     | Payroll Clearing | \$ 2,920.68   | Payroll Summary                                            |
| 04/22/2024 | 870347  | Montana Peterbilt        | Transit          | \$ 243.72     | 90496BL_Filter Fuel                                        |
| 04/22/2024 | 870347  | Montana Peterbilt        | Transit          | \$ 385.86     | 90496BL_Fuel Filter/Head A                                 |

| Check Date | Check # | Name                    | Fund Name         | Amount        | Item Desc                                             |
|------------|---------|-------------------------|-------------------|---------------|-------------------------------------------------------|
| 04/22/2024 | 870347  | Montana Peterbilt       | Transit           | \$ 62.50      | 92419BL_Core Exchange                                 |
| 04/22/2024 | 870347  | Montana Peterbilt       | Transit           | \$ 749.42     | 92419BL_EXHEGR Valve                                  |
| 04/22/2024 | 870347  | Montana Peterbilt       | Transit           | \$ 13.62      | 92471BL_Gaskets for SCR-EGR                           |
| 04/22/2024 | 870347  | Montana Peterbilt       | Transit           | \$ 35.94      | 92471BL_Gaskets for SCR-EGR                           |
| 04/22/2024 | 870347  | Montana Peterbilt       | Transit           | \$ 242.04     | 92471BL_Gaskets for SCR-EGR                           |
| 04/22/2024 | 870347  | Montana Peterbilt       | Transit           | \$ 2,483.81   | 92530BL_DFP Particulate Filter                        |
| 04/22/2024 | 870348  | MSFA                    | Payroll Clearing  | \$ 5,389.07   | Payroll Summary                                       |
| 04/22/2024 | 870351  | Morgan Contractors      | FireStation Const | \$ 118,771.91 | Pay Application #6 Fire Station 8 Remodel             |
| 04/22/2024 | 870352  | Morrison Maierle        | Wastewater        | \$ 15,754.61  | Retainage Release                                     |
| 04/22/2024 | 870352  | Morrison Maierle        | Wastewater        | \$ 246.00     | WO 23-35 Hesper Sanitary Sewer Extension; Payment 6 F |
| 04/22/2024 | 870352  | Morrison Maierle        | Water             | \$ 10,803.80  | Retainage Release                                     |
| 04/22/2024 | 870352  | Morrison Maierle        | Water             | \$ 15,047.00  | WO 24-24 Voelker Pump Station PRV; Payment 4          |
| 04/22/2024 | 870354  | MPPA                    | Payroll Clearing  | \$ 4,006.52   | Payroll Summary                                       |
| 04/22/2024 | 870354  | MPPA                    | Public Safety     | \$ 1,390.00   | 2024 Annual conference registrations                  |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Facilities        | \$ (14.72)    | CO #3 Billings Public Library Hail Repairs            |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | FireStation Const | \$ 1,199.72   | Fire Station #8 Remodel                               |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Library           | \$ 1,262.38   | Library Materials Handler & Conveyance System         |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Park Dist 1       | \$ 1,434.22   | invoice 0225857 playground for north park playground  |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Tax Incrmnt S     | \$ 239.40     | WO 23-26 Sburra Gravel Streets, Phase II              |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Trl Donate        | \$ 1,669.77   | WO 21-38 Warren Trans_Weave Const Contract            |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Wastewater        | \$ 2,997.20   | WO 20-44 WRF Nutrient Recovery Improvements           |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Wastewater        | \$ 40.30      | WO 23-35 Hesper Sanitary Sewer Extension project      |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Wastewater        | \$ 29.60      | WO 23-35 Hesper Sanitary Sewer Extension project      |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Water             | \$ 28,067.18  | WO 19-42 West End WTP Construction                    |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Water             | \$ 86.05      | WO 23-43 Water Service Repairs; Payment 9 FINAL       |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Water             | \$ 6,311.79   | WO 24-01 Contract 1: 2024 Water Main Replacement      |
| 04/22/2024 | 870355  | MT Dept of Rev-CGR2     | Water             | \$ 471.07     | WO 24-28 WTP Sediment Hauling                         |
| 04/22/2024 | 890     | NorMont Equipment       | Street/Traffic    | \$ 3,149.00   | emulsion for road patcher                             |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Fleet             | \$ 2.88       | 792487                                                |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Street/Traffic    | \$ 106.80     | inv#799749grout for chub ditch                        |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Wastewater        | \$ 156.64     | AFT tunnel 8" valve repair                            |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Wastewater        | \$ 597.10     | Flare differential Pressure Switch                    |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Wastewater        | \$ 30.84      | repair supplies                                       |

| Check Date | Check # | Name                    | Fund Name | Amount       | Item Desc                                               |
|------------|---------|-------------------------|-----------|--------------|---------------------------------------------------------|
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 6,075.00  | 1" E-CODER CU/FT INSIDE METER ED2F11REF2                |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 35.20     | 1/4" X CLOSE BRASS NIPPLE P/N: 0430176                  |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 85.40     | 2" PLUG FOR CURB BOX LID - (H10304) P/N: 2175756        |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 228.65    | 2" T113 BRASS GATE VALVE P/N: 1191384                   |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 6.86      | 2"X 3" BLACK IRON NIPPLE P/N: 0451600                   |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 11.68     | 2"X CLOSE BLACK IRON - NIPPLE (0451588)                 |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 584.80    | 3/4" COMPRESSION COUPLING SLIP - 74758Q34 P/N: 2108957  |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 15,283.20 | 3/4" E-CODER WALL CU/FT METER W/RECPT ED2C11REF2        |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 10,698.24 | 3/4" E-CODER WALL CU/FT METER W/RECPT ED2C11REF2        |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 10,698.24 | 3/4" E-CODER WALL CU/FT METER W/RECPT ED2C11REF2        |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 3,327.72  | 7' FIRE HYDRANT - PUSH ON P/N: 2130906                  |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 566.50    | Annual Testing Supplies for Meter Shop                  |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 69.20     | BLACK COUPLING 2" P/N: 111-275-01460                    |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 253.60    | BONNET GASKETS - K8109 - FOR K11 & K81 HYDRANTS         |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 221.90    | BONNET GASKETS - K8109 - FOR K11 & K81 HYDRANTS         |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 256.58    | Christensen #1 Pump Repair parts                        |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 224.58    | Christensen Pump # 1 Install, supplies                  |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 25.52     | Christensen Pump # 1 Install, Supplies                  |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 92.38     | Christianson Pump # 1 Repair                            |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 554.10    | HOSE NOZZLE K81 - 1/4 TURN (#K8140) P/N: 2131306        |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 95.70     | K8120 STANDPIPE O-RING - (K8120)                        |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 394.74    | METERSHOP ANNUAL TESTING SUPPLIES                       |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 768.88    | MIP Swivel adapter                                      |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 27.23     | mixer BLDG. Hot Water Heater Relief Valv                |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 30.51     | MJ GASKETS 14" P/N: 333-020-00120                       |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 118.32    | Pump Flange for Christensen #4                          |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 13,241.00 | R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S) (2030905) |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 13,241.00 | R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S) (2030905) |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 18,537.40 | R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S) (2030905) |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 408.03    | Staples Sprinkler parts                                 |
| 04/22/2024 | 891     | Northwest Pipe Fittings | Water     | \$ 384.44    | swivel adapter for hydrant                              |
| 04/22/2024 | 870360  | NorthWestern Energy     | Airport   | \$ 3,112.44  | 0100483-7. Runway Lights. April 2024                    |
| 04/22/2024 | 870360  | NorthWestern Energy     | Airport   | \$ 1,455.47  | 0100484-5. ARFF Facility. April 2024                    |

| Check Date | Check # | Name                | Fund Name   | Amount      | Item Desc                                               |
|------------|---------|---------------------|-------------|-------------|---------------------------------------------------------|
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 109.44   | 1138926-9. aero Interiors. April 2024                   |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 171.91   | 1647695-4. De Icer. April 2024                          |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 529.93   | 1669567-8. TSA. April 2024                              |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 1,522.39 | 1993430-6. Car Wash. April 2024                         |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 407.20   | 2001846-1. Mud Wash. April 2024                         |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 427.33   | 2001848-7. Detail Bay 1 Hertz. April 2024               |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 304.88   | 2001855-2. Detail Bay 2 National/Alamo. April 2024      |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 122.41   | 2001862-8. Detail Bay # Enterprise. April 2024          |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 302.31   | 2001865-1. Detail Bay 4 Avis/Budget. April 2024         |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 118.27   | 2001867-7. Detail Bay 5 Thrifty/Dollar. April 2024      |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 75.85    | 3085107-5. Employee Parking. April 2024                 |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 249.27   | 3446396-8. USDA. April 2024                             |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 1,203.92 | 3477231-9. Parking Zone. April 2024                     |
| 04/22/2024 | 870360  | NorthWestern Energy | Airport     | \$ 25.72    | 3733186-5. Airport Storage. April 2024                  |
| 04/22/2024 | 870360  | NorthWestern Energy | CDBG        | \$ 6.22     | 1709 Saint Johns Ave / Account #4150071-1 Dated 4/2/24  |
| 04/22/2024 | 870360  | NorthWestern Energy | CDBG        | \$ 14.83    | 930 Steffanich Dr/ Account #4127173-5 Stmt Dated 4/3/24 |
| 04/22/2024 | 870360  | NorthWestern Energy | Facilities  | \$ 1,886.69 | 0975808-7                                               |
| 04/22/2024 | 870360  | NorthWestern Energy | Facilities  | \$ 697.11   | 1160802-3                                               |
| 04/22/2024 | 870360  | NorthWestern Energy | Facilities  | \$ 2,898.48 | 1160804-9                                               |
| 04/22/2024 | 870360  | NorthWestern Energy | Facilities  | \$ 2,826.47 | 1269391-7                                               |
| 04/22/2024 | 870360  | NorthWestern Energy | General     | \$ 39.15    | 0712387-0                                               |
| 04/22/2024 | 870360  | NorthWestern Energy | General     | \$ 143.88   | 0712536-2                                               |
| 04/22/2024 | 870360  | NorthWestern Energy | General     | \$ 36.62    | 0720818-4                                               |
| 04/22/2024 | 870360  | NorthWestern Energy | General     | \$ 265.81   | 0720821-8                                               |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,133.99 | SILMD 10 Acct# 0712546-1                                |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 2,121.20 | SILMD 100 Acct# 0712559-4                               |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,756.02 | SILMD 107 Acct# 0712560-2                               |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 4,403.98 | SILMD 109 Acct# 0712561-0                               |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 221.82   | SILMD 113 Acct# 0712562-8                               |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 947.70   | SILMD 114 Acct# 0712563-6                               |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 222.98   | SILMD 115 Acct# 0712564-4                               |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 585.32   | SILMD 116 Acct# 0712565-1                               |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 3,190.99 | SILMD 117 Acct# 0712566-9                               |

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| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 126.74   | SILMD 119 Acct# 0712568-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 2,508.60 | SILMD 121 Acct# 0712570-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 188.42   | SILMD 122 Acct# 0712571-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 334.48   | SILMD 123 Acct# 0712572-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 975.57   | SILMD 124 Acct# 0712573-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 390.22   | SILMD 125 Acct# 0712574-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 195.10   | SILMD 126 Acct# 0712575-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 706.61   | SILMD 127 Acct# 0712576-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 494.60   | SILMD 128 Acct# 0712577-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 334.48   | SILMD 129 Acct# 0712578-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 4,894.17 | SILMD 13 Acct# 0721276-4  |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 119.99   | SILMD 130 Acct# 0712579-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 864.07   | SILMD 131 Acct# 0712580-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 222.85   | SILMD 133 Acct# 0712581-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 514.30   | SILMD 134 Acct# 0712582-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 518.16   | SILMD 135 Acct# 0712583-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 473.85   | SILMD 136 Acct# 0712584-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 381.47   | SILMD 137 Acct# 0712585-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 752.58   | SILMD 138 Acct# 0712586-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 250.85   | SILMD 139 Acct# 0712587-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 2,467.73 | SILMD 14 Acct# 0721277-2  |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 585.32   | SILMD 143 Acct# 0712588-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 27.84    | SILMD 144 Acct# 0712589-1 |
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| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 362.34   | SILMD 146 Acct# 0712591-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 442.70   | SILMD 147 Acct# 0712592-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,695.94 | SILMD 149 Acct# 0712593-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 753.71   | SILMD 150 Acct# 0712594-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 641.07   | SILMD 151 Acct# 0712595-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 4,327.16 | SILMD 152 Acct# 0712596-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 541.71   | SILMD 153 Acct# 0712597-4 |
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| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 808.33   | SILMD 158 Acct# 0712601-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 983.34   | SILMD 159 Acct# 0712602-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 724.71   | SILMD 160 Acct# 0712603-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,059.91 | SILMD 161 Acct# 0712604-8 |
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| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 807.41   | SILMD 163 Acct# 0712606-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 376.86   | SILMD 164 Acct# 0712607-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 891.95   | SILMD 165 Acct# 0712608-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 235.52   | SILMD 167 Acct# 0712609-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,167.19 | SILMD 17 Acct# 0712553-7  |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 565.29   | SILMD 171 Acct# 0712610-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 514.31   | SILMD 172 Acct# 0712611-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,177.65 | SILMD 173 Acct# 0712612-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 989.24   | SILMD 174 Acct# 0712613-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 329.74   | SILMD 175 Acct# 0712614-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 34.68    | SILMD 176 Acct# 0712615-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 259.08   | SILMD 178 Acct# 0712616-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 518.16   | SILMD 179 Acct# 0712617-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 108.74   | SILMD 18 Acct# 0712554-5  |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 353.31   | SILMD 180 Acct# 0712618-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,700.26 | SILMD 181 Acct# 0712619-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 588.84   | SILMD 182 Acct# 0712620-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,177.65 | SILMD 183 Acct# 0712621-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 376.86   | SILMD 184 Acct# 0712622-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 141.32   | SILMD 185 Acct# 0712623-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 738.51   | SILMD 186 Acct# 0712624-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 235.52   | SILMD 187 Acct# 0712625-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 282.64   | SILMD 188 Acct# 0712626-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 235.52   | SILMD 189 Acct# 0712627-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,224.77 | SILMD 190 Acct# 0712628-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 420.40   | SILMD 191 Acct# 0712629-5 |

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| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 306.18   | SILMD 192 Acct# 0712630-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 753.71   | SILMD 193 Acct# 0712631-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 329.70   | SILMD 194 Acct# 0712632-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 263.77   | SILMD 195 Acct# 0712633-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 83.95    | SILMD 196 Acct# 0712634-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 83.95    | SILMD 197 Acct# 0712635-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 117.78   | SILMD 198 Acct# 0712636-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 59.94    | SILMD 200 Acct# 0712637-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 494.60   | SILMD 201 Acct# 0712638-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 812.74   | SILMD 202 Acct# 0712639-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 22.39    | SILMD 203 Acct# 0712640-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 470.52   | SILMD 204 Acct# 0712641-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 27.74    | SILMD 205 Acct# 0712642-8 |
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| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 376.86   | SILMD 207 Acct# 0712644-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 209.09   | SILMD 208 Acct# 0712645-1 |
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| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 55.96    | SILMD 211 Acct# 0712648-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 55.96    | SILMD 212 Acct# 0712649-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 33.59    | SILMD 213 Acct# 0712650-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 382.34   | SILMD 214 Acct# 0712651-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 141.32   | SILMD 216 Acct# 0712652-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 428.67   | SILMD 217 Acct# 0712653-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 312.09   | SILMD 220 Acct# 0712654-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 6.93     | SILMD 221 Acct# 0712655-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 88.91    | SILMD 222 Acct# 0712656-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 134.31   | SILMD 223 Acct# 0712657-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,467.32 | SILMD 224 Acct# 0712658-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 442.43   | SILMD 225 Acct# 0712659-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 248.72   | SILMD 226 Acct# 0712660-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 708.85   | SILMD 227 Acct# 0712661-8 |
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| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 585.32   | SILMD 231 Acct# 0712665-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 2,536.47 | SILMD 232 Acct# 0712666-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 983.92   | SILMD 233 Acct# 0712667-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 535.83   | SILMD 234 Acct# 0712668-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 623.20   | SILMD 235 Acct# 0712669-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 197.80   | SILMD 236 Acct# 0712670-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 400.40   | SILMD 237 Acct# 0712671-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 13.86    | SILMD 238 Acct# 0712672-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 94.22    | SILMD 239 Acct# 0712673-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 474.75   | SILMD 240 Acct# 0712674-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 590.90   | SILMD 241 Acct# 0712675-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 83.62    | SILMD 242 Acct# 0712676-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 111.50   | SILMD 244 Acct# 0712677-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 75.28    | SILMD 245 Acct# 0712678-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 334.48   | SILMD 246 Acct# 0712679-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,000.04 | SILMD 247 Acct# 0712680-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 2,759.44 | SILMD 249 Acct# 0718734-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 237.38   | SILMD 250 Acct# 0719001-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 3,912.46 | SILMD 251 Acct# 0718801-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 557.46   | SILMD 252 Acct# 0719162-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,843.98 | SILMD 253 Acct# 0719644-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 177.83   | SILMD 254 Acct# 0719763-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 152.18   | SILMD 255 Acct# 0720813-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,060.08 | SILMD 257 Acct# 0720360-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 2,645.47 | SILMD 258 Acct# 0720606-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,616.20 | SILMD 259 Acct# 0720810-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 501.72   | SILMD 261 Acct# 0720705-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 3,122.62 | SILMD 262 Acct# 0720937-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,126.80 | SILMD 263 Acct# 0720716-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 194.00   | SILMD 264 Acct# 0721427-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 365.28   | SILMD 265 Acct# 0721556-9 |

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| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 517.74   | SILMD 270 Acct# 0906944-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 967.64   | SILMD 271 Acct# 0995095-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 2,848.82 | SILMD 272 Acct# 0905005-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 207.27   | SILMD 273 Acct# 0926386-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 565.47   | SILMD 276 Acct# 0961926-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 857.86   | SILMD 277 Acct# 1058710-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 250.56   | SILMD 278 Acct# 1087619-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 60.01    | SILMD 279 Acct# 1124127-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 685.75   | SILMD 280 Acct# 1045653-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 529.88   | SILMD 283 Acct# 1172743-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 330.12   | SILMD 285 Acct# 1206985-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 246.15   | SILMD 286 Acct# 1296582-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,867.87 | SILMD 288 Acct# 1303978-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 264.81   | SILMD 289 Acct# 1685375-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 151.51   | SILMD 290 Acct# 1433921-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 613.20   | SILMD 292 Acct# 1481532-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 235.52   | SILMD 293 Acct# 1481534-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 471.06   | SILMD 294 Acct# 1481535-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 111.50   | SILMD 295 Acct# 1481536-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 1,248.33 | SILMD 296 Acct# 1481537-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 211.97   | SILMD 297 Acct# 1481539-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 188.42   | SILMD 298 Acct# 1481540-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 411.88   | SILMD 300 Acct# 1662840-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 5,203.08 | SILMD 301 Acct# 1687005-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 297.79   | SILMD 302 Acct# 1607534-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 987.09   | SILMD 305 Acct# 1695873-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 264.36   | SILMD 306 Acct# 1740353-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 3,537.45 | SILMD 307 Acct# 2049005-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 273.50   | SILMD 308 Acct# 2072459-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 418.04   | SILMD 309 Acct# 2001311-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 154.91   | SILMD 310 Acct# 2060519-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint | \$ 268.58   | SILMD 311 Acct# 3014475-2 |

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| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 323.03    | SILMD 312 Acct# 3146127-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 429.11    | SILMD 315 Acct# 3305804-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 1,151.06  | SILMD 316 Acct# 3291842-7 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 97.96     | SILMD 317 Acct# 3253826-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 815.51    | SILMD 318 Acct# 3372018-6 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 64.41     | SILMD 320 Acct# 0712569-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 459.47    | SILMD 321 Acct# 3338917-2 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 95.44     | SILMD 322 Acct# 3402033-9 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 791.66    | SILMD 323 Acct# 3597170-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 362.37    | SILMD 324 Acct# 1246537-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 352.51    | SILMD 325 Acct# 3587598-8 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 120.18    | SILMD 326 Acct# 3840455-4 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 188.42    | SILMD 327 Acct# 3810801-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 682.82    | SILMD 328 Acct# 3894879-0 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 88.97     | SILMD 329 Acct# 3939032-3 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 276.56    | SILMD 330 Acct# 3951594-5 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 145.74    | SILMD 332 Acct# 4093467-1 |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 396.55    | SILMD 8 Acct# 0712544-6   |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 365.21    | SILMD 9 Acct# 0712545-3   |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 532.96    | SILMD 95 Acct# 0712556-0  |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 9,850.79  | SILMD 97 Acct# 0712557-8  |
| 04/22/2024 | 870361  | NorthWestern Energy | Light Maint    | \$ 1,140.51  | SILMD 99 Acct# 0712558-6  |
| 04/22/2024 | 870360  | NorthWestern Energy | Park Dist 1    | \$ 24.67     | 0722287-0                 |
| 04/22/2024 | 870360  | NorthWestern Energy | Park Dist 1    | \$ 14.71     | 0793134-8                 |
| 04/22/2024 | 870360  | NorthWestern Energy | Park Dist 1    | \$ 333.47    | 0925496-2                 |
| 04/22/2024 | 870360  | NorthWestern Energy | Park Dist 1    | \$ 22.99     | 1191404-1                 |
| 04/22/2024 | 870360  | NorthWestern Energy | Park Dist 1    | \$ 11.48     | 1836666-6                 |
| 04/22/2024 | 870360  | NorthWestern Energy | Public Safety  | \$ 734.32    | 0871546-8                 |
| 04/22/2024 | 870360  | NorthWestern Energy | Solid Waste    | \$ 1,919.81  | 3252194-0                 |
| 04/22/2024 | 870360  | NorthWestern Energy | Street/Traffic | \$ 0.37      | 1740357-7                 |
| 04/22/2024 | 870360  | NorthWestern Energy | Street/Traffic | \$ 0.51      | 1748896-6                 |
| 04/22/2024 | 870361  | NorthWestern Energy | Street/Traffic | \$ 12,866.68 | Signal Bills 4.16.2024    |
| 04/22/2024 | 870360  | NorthWestern Energy | Wastewater     | \$ 75,985.49 | 0100591-7                 |

| Check Date | Check # | Name                   | Fund Name          | Amount       | Item Desc                                                  |
|------------|---------|------------------------|--------------------|--------------|------------------------------------------------------------|
| 04/22/2024 | 870360  | NorthWestern Energy    | Wastewater         | \$ 351.39    | 822 Shiloh Crossing BLVD Lift March 202                    |
| 04/22/2024 | 870360  | NorthWestern Energy    | Water              | \$ 1,213.82  | 0100485-2                                                  |
| 04/22/2024 | 870360  | NorthWestern Energy    | Water              | \$ 3,585.62  | 0722264-9                                                  |
| 04/22/2024 | 870360  | NorthWestern Energy    | Water              | \$ 2,620.90  | 0723040-2                                                  |
| 04/22/2024 | 870360  | NorthWestern Energy    | Water              | \$ 35.78     | 0723059-2                                                  |
| 04/22/2024 | 870360  | NorthWestern Energy    | Water              | \$ 487.09    | 1116452-2                                                  |
| 04/22/2024 | 870360  | NorthWestern Energy    | Water              | \$ 143.41    | 1142253-2                                                  |
| 04/22/2024 | 870360  | NorthWestern Energy    | Water              | \$ 616.86    | 4374 Hesper Rd, Temp...WO 19-42                            |
| 04/22/2024 | 870360  | NorthWestern Energy    | Water              | \$ 1,593.93  | 4519 Hesper Rd, TEMP WO 19-12                              |
| 04/22/2024 | 870364  | Petty Cash CCSIU       | PD Program         | \$ 5,049.50  | Reimbursement of PE/PI\$. Receipts on file at the BPD.     |
| 04/22/2024 | 894     | Rexel USA              | Wastewater         | \$ 2,547.27  | Parts for Replacement Centrifuge 3 Backd                   |
| 04/22/2024 | 894     | Rexel USA              | Wastewater         | \$ 68.97     | stock - electrical materials                               |
| 04/22/2024 | 894     | Rexel USA              | Wastewater         | \$ 423.54    | Stock/Electrical Materials                                 |
| 04/22/2024 | 894     | Rexel USA              | Wastewater         | \$ 8.97      | Terminal Block Screw                                       |
| 04/22/2024 | 894     | Rexel USA              | Water              | \$ 143.83    | electrical crimps for motor connections                    |
| 04/22/2024 | 894     | Rexel USA              | Water              | \$ 239.84    | electrical materials for Scada Site Alar                   |
| 04/22/2024 | 870371  | Rimrock Foundation     | PD Program         | \$ 54,252.78 | Reimbursement of COSSAP Expenses ending 3/31/2024          |
| 04/22/2024 | 870373  | Rocky Mountain Compost | Ballpark Donations | \$ 4,265.00  | compost for dehler park ball field - 26380                 |
| 04/22/2024 | 870373  | Rocky Mountain Compost | Ballpark Donations | \$ 275.00    | mulch for dehler park - 26242                              |
| 04/22/2024 | 870377  | Sanderson Stewart      | Arterial Streets   | \$ 23,005.50 | WO 20-13 King Ave W & 36th St W Traffic Signal Improv      |
| 04/22/2024 | 870377  | Sanderson Stewart      | Planning           | \$ 13,602.78 | Services through 3/31/24-West Billings Transportation Plan |
| 04/22/2024 | 870377  | Sanderson Stewart      | St Maint Dist      | \$ 4,499.00  | WO 24-07 SRTS Projects; Consultant Agreement; Payment 7    |
| 04/22/2024 | 870377  | Sanderson Stewart      | Tax Incrmnt E      | \$ -         | WO 23-09 5th Ace Corridor-Preliminary Design, Contract     |
| 04/22/2024 | 870377  | Sanderson Stewart      | Tax Incrmnt N27    | \$ 3,981.00  | WO 23-09 5th Ace Corridor-Preliminary Design, Contract     |
| 04/22/2024 | 870380  | Sign Pro               | Public Safety      | \$ 3,194.50  | FIRE 8: SIGN, EXTERIOR/FRAME CUSTOM CANOY                  |
| 04/22/2024 | 870383  | Solid Waste Systems    | Fleet              | \$ 685.61    | 0167697-IN                                                 |
| 04/22/2024 | 870383  | Solid Waste Systems    | Fleet              | \$ 448.70    | 0167697-IN                                                 |
| 04/22/2024 | 870383  | Solid Waste Systems    | Fleet              | \$ 387.68    | 0167811-IN                                                 |
| 04/22/2024 | 870383  | Solid Waste Systems    | Fleet              | \$ 33.97     | 166889                                                     |
| 04/22/2024 | 870383  | Solid Waste Systems    | Fleet              | \$ 589.44    | 166889                                                     |
| 04/22/2024 | 870383  | Solid Waste Systems    | Fleet              | \$ 1,511.36  | 166918                                                     |
| 04/22/2024 | 870383  | Solid Waste Systems    | Fleet              | \$ 146.75    | 166918                                                     |
| 04/22/2024 | 870383  | Solid Waste Systems    | Fleet              | \$ 1,187.32  | 166918                                                     |

| Check Date | Check # | Name                  | Fund Name         | Amount       | Item Desc                                                      |
|------------|---------|-----------------------|-------------------|--------------|----------------------------------------------------------------|
| 04/22/2024 | 870383  | Solid Waste Systems   | Fleet             | \$ 326.70    | 167120                                                         |
| 04/22/2024 | 870383  | Solid Waste Systems   | Fleet             | \$ 179.80    | 167120                                                         |
| 04/22/2024 | 870383  | Solid Waste Systems   | Fleet             | \$ 624.70    | 167130                                                         |
| 04/22/2024 | 870383  | Solid Waste Systems   | Fleet             | \$ 20.44     | 167130                                                         |
| 04/22/2024 | 870384  | Stahly Engineering    | Facilities        | \$ 3,015.00  | Inv. #8 Billings Operations Center Pavement Assessment         |
| 04/22/2024 | 870385  | Midland Mechanical    | Facilities        | \$ 5,186.50  | Inv. 4210 Work and material at the Animal Shelter              |
| 04/22/2024 | 870388  | Sunset Excavation     | Water             | \$ 8,518.95  | WO 23-43 Water Service Repairs; Payment 9 FINAL                |
| 04/22/2024 | 870390  | Tel Net Systems       | FireStation Const | \$ 4,851.00  | Fire Station #8 - install requested cat6 cables in the remodel |
| 04/22/2024 | 870390  | Tel Net Systems       | Phone System      | \$ 620.10    | Troubleshoot fiber from CH to 911 Center                       |
| 04/22/2024 | 895     | Town & Country Supply | Fleet             | \$ 5,239.57  | 443515                                                         |
| 04/22/2024 | 895     | Town & Country Supply | Fleet             | \$ 3,931.83  | 443515                                                         |
| 04/22/2024 | 895     | Town & Country Supply | Fleet             | \$ 7,779.98  | 443515                                                         |
| 04/22/2024 | 895     | Town & Country Supply | Fleet             | \$ 9,821.40  | 443515                                                         |
| 04/22/2024 | 895     | Town & Country Supply | Fleet             | \$ 3,958.75  | 443527                                                         |
| 04/22/2024 | 895     | Town & Country Supply | Fleet             | \$ 5,281.19  | 443527                                                         |
| 04/22/2024 | 895     | Town & Country Supply | Fleet             | \$ 9,850.85  | 443527                                                         |
| 04/22/2024 | 895     | Town & Country Supply | Fleet             | \$ 6,596.68  | 443527                                                         |
| 04/22/2024 | 895     | Town & Country Supply | Solid Waste       | \$ 24,773.39 | 443521                                                         |
| 04/22/2024 | 870396  | Tyler Technologies    | General           | \$ 3,987.50  | Tax-Wise                                                       |
| 04/22/2024 | 870400  | Verizon Wireless      | Engineering       | \$ 27.32     | PW-Engineering                                                 |
| 04/22/2024 | 870400  | Verizon Wireless      | Fleet             | \$ 107.44    | Motor Pool                                                     |
| 04/22/2024 | 870400  | Verizon Wireless      | General           | \$ 153.89    | City Administrator 0100-13130-403450                           |
| 04/22/2024 | 870400  | Verizon Wireless      | General           | \$ 40.01     | Code Enforcement Laptop -Todd Morgan                           |
| 04/22/2024 | 870400  | Verizon Wireless      | General           | \$ 10.02     | Tina Hoeger Laptop                                             |
| 04/22/2024 | 870400  | Verizon Wireless      | General           | \$ 27.32     | Victoria Hill -Laptop                                          |
| 04/22/2024 | 870400  | Verizon Wireless      | PD Program        | \$ 509.71    | CCSIU Cell/PTT                                                 |
| 04/22/2024 | 870400  | Verizon Wireless      | PD Program        | \$ 80.02     | CCSIU RAVEN                                                    |
| 04/22/2024 | 870400  | Verizon Wireless      | Phone System      | \$ 80.06     | WRF Cradle Point Belknap Cradle Point                          |
| 04/22/2024 | 870400  | Verizon Wireless      | Public Safety     | \$ 40.01     | Bait Car 1500-21110-403450                                     |
| 04/22/2024 | 870400  | Verizon Wireless      | Public Safety     | \$ 65.83     | Fire Drone Hotspot 1500-22210-403450                           |
| 04/22/2024 | 870400  | Verizon Wireless      | Public Safety     | \$ 50.03     | Fire MDT -1500-22210-403450                                    |
| 04/22/2024 | 870400  | Verizon Wireless      | Public Safety     | \$ 12.92     | Fire MDT -1500-22210-403450                                    |
| 04/22/2024 | 870400  | Verizon Wireless      | Public Safety     | \$ 400.12    | MDT Toughbooks                                                 |

| Check Date | Check # | Name                    | Fund Name      | Amount        | Item Desc                                          |
|------------|---------|-------------------------|----------------|---------------|----------------------------------------------------|
| 04/22/2024 | 870400  | Verizon Wireless        | Public Safety  | \$ 41.46      | Police Bait Car                                    |
| 04/22/2024 | 870400  | Verizon Wireless        | Public Safety  | \$ 50.03      | Police iPad Chiefs                                 |
| 04/22/2024 | 870400  | Verizon Wireless        | Public Safety  | \$ 20.02      | Police MiFi                                        |
| 04/22/2024 | 870400  | Verizon Wireless        | Solid Waste    | \$ 27.32      | PW-Solid Waste                                     |
| 04/22/2024 | 870400  | Verizon Wireless        | Solid Waste    | \$ 93.96      | PW-SW-ON CALL Solid Waste On Call                  |
| 04/22/2024 | 870400  | Verizon Wireless        | Solid Waste    | \$ 24.04      | PW-SW-ON CALL Solid Waste On Call                  |
| 04/22/2024 | 870400  | Verizon Wireless        | Solid Waste    | \$ 267.80     | Solid Waste Tablets -Routware                      |
| 04/22/2024 | 870400  | Verizon Wireless        | Street/Traffic | \$ 176.67     | PW-Streets iPads and Street Camera                 |
| 04/22/2024 | 870400  | Verizon Wireless        | Street/Traffic | \$ -          | PW-Streets City Works                              |
| 04/22/2024 | 870400  | Verizon Wireless        | Street/Traffic | \$ 250.77     | PW-STRT TRFC Streets                               |
| 04/22/2024 | 870400  | Verizon Wireless        | Transit        | \$ 304.44     | MET AVL                                            |
| 04/22/2024 | 870400  | Verizon Wireless        | Transit        | \$ 118.76     | MET Max Transit                                    |
| 04/22/2024 | 870400  | Verizon Wireless        | Transit        | \$ 1,120.28   | MET Max Transit                                    |
| 04/22/2024 | 870400  | Verizon Wireless        | Transit        | \$ 970.32     | MET Max Transit                                    |
| 04/22/2024 | 870400  | Verizon Wireless        | Transit        | \$ 182.11     | MET Tablets                                        |
| 04/22/2024 | 870400  | Verizon Wireless        | Wastewater     | \$ 400.10     | MET Tablets                                        |
| 04/22/2024 | 870400  | Verizon Wireless        | Water          | \$ -          | PW Belknap Meter Shop                              |
| 04/22/2024 | 870400  | Verizon Wireless        | Water          | \$ 27.32      | PWBLKNP Water Treatment                            |
| 04/22/2024 | 870400  | Verizon Wireless        | Water          | \$ 67.33      | PWBLNP Comm-Meter CityWorks/Neptune                |
| 04/22/2024 | 870400  | Verizon Wireless        | Water          | \$ 40.01      | PWBLNP Comm-Meter CityWorks/Neptune                |
| 04/22/2024 | 870401  | Warren Transport        | Storm Sewer    | \$ 3,430.60   | Retainage Release                                  |
| 04/22/2024 | 870401  | Warren Transport        | Trl Donate     | \$ 165,307.57 | WO 21-38 Schedule II Skyline Trail (Marathan Loop) |
| 04/22/2024 | 870403  | Western Municipal Const | Water          | \$ 624,866.95 | WO 24-01 Contract 1: 2024 Water Main Replacement   |

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Payment of Claims for week of April 29th, 2024  
**Presented by:** Erin Watterud  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$1,363,411.05 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**

CouncilMemo wk of 04292024

| Check Date | Check # | Name                    | Fund Name          | Amount       | Item Desc                                                 |
|------------|---------|-------------------------|--------------------|--------------|-----------------------------------------------------------|
| 04/29/2024 | 870414  | Alta Planning & Design  | Planning           | \$ 3,101.50  | Professional Services Through March 29, 2024              |
| 04/29/2024 | 870415  | Altitude Signal         | Street/Traffic     | \$ 6,726.34  | radios/switch for tower per attached                      |
| 04/29/2024 | 870422  | Billings Depot          | Engineering        | \$ 15,437.22 | Depot May Rent                                            |
| 04/29/2024 | 870427  | C & H Baseball          | Ballpark Donations | \$ 9,152.14  | padding for Dehler park - invoice 2024-327                |
| 04/29/2024 | 870432  | CGL Management Group    | General            | \$ 12,574.50 | CJS Efficiency and Court Expansion Consulting             |
| 04/29/2024 | 870435  | Cubic Corporation       | Transit            | \$ 9,540.00  | Invoice #24-MET-05. UMO Equipment                         |
| 04/29/2024 | 870436  | Cues                    | Street/Traffic     | \$ 4,545.61  | repair of storm sewer camera                              |
| 04/29/2024 | 870440  | Dell Computer           | Fleet              | \$ 2,040.00  | Dell Latitude 5430 Rugged laptop -i7                      |
| 04/29/2024 | 870440  | Dell Computer           | General            | \$ 1,320.00  | OptiPlex 7020+ i7, 32GB RAM, 1TB SSD-Legal                |
| 04/29/2024 | 870440  | Dell Computer           | General            | \$ 3,555.02  | Qty. Dell OptiPlex 7020, i7, 3-Sound bars, new legal asst |
| 04/29/2024 | 870440  | Dell Computer           | Planning           | \$ 1,819.76  | Dell Latitude 5350 laptop, i7, -New Planner               |
| 04/29/2024 | 870440  | Dell Computer           | Solid Waste        | \$ 1,280.83  | Dell OptiPlex7020, i7, 16GB, 1TB -Scale House 2           |
| 04/29/2024 | 870441  | Denny Menholt Chevrolet | Fleet              | \$ 18.52     | 256002                                                    |
| 04/29/2024 | 870441  | Denny Menholt Chevrolet | Fleet              | \$ 16.24     | 256002                                                    |
| 04/29/2024 | 870441  | Denny Menholt Chevrolet | Fleet              | \$ 18.52     | 256046                                                    |
| 04/29/2024 | 870441  | Denny Menholt Chevrolet | Fleet              | \$ 67.56     | 256225                                                    |
| 04/29/2024 | 870441  | Denny Menholt Chevrolet | Fleet              | \$ 3,615.85  | 463844                                                    |
| 04/29/2024 | 870441  | Denny Menholt Chevrolet | Solid Waste        | \$ (21.05)   | CM256046                                                  |
| 04/29/2024 | 870442  | Desert Mountain         | Street/Traffic     | \$ 4,332.61  | ice slicer                                                |
| 04/29/2024 | 870443  | Desman Associates       | Parking            | \$ 2,610.00  | Inv. D24010 Parking Garages Condition Audit               |
| 04/29/2024 | 870443  | Desman Associates       | Parking            | \$ 4,350.00  | Inv. D24010 Parking Garages Condition Audit               |
| 04/29/2024 | 870443  | Desman Associates       | Parking            | \$ 7,540.00  | Inv. D24010 Parking Garages Condition Audit               |
| 04/24/2024 | 346243  | EBMS Import             | City Ins Fund      | \$ 3,541.24  | EBMS INSURANCE PAYMENTS                                   |
| 04/24/2024 | 346246  | EBMS Import             | City Ins Fund      | \$ 7,453.50  | EBMS INSURANCE PAYMENTS                                   |
| 04/24/2024 | 346269  | EBMS Import             | City Ins Fund      | \$ 15,144.43 | EBMS INSURANCE PAYMENTS                                   |
| 04/24/2024 | 346282  | EBMS Import             | City Ins Fund      | \$ 3,300.00  | EBMS INSURANCE PAYMENTS                                   |
| 04/24/2024 | 346292  | EBMS Import             | City Ins Fund      | \$ 4,246.34  | EBMS INSURANCE PAYMENTS                                   |
| 04/24/2024 | 346293  | EBMS Import             | City Ins Fund      | \$ 4,170.00  | EBMS INSURANCE PAYMENTS                                   |
| 04/24/2024 | 346294  | EBMS Import             | City Ins Fund      | \$ 53,036.48 | EBMS INSURANCE PAYMENTS                                   |
| 04/24/2024 | 346296  | EBMS Import             | City Ins Fund      | \$ 4,696.19  | EBMS INSURANCE PAYMENTS                                   |
| 04/24/2024 | 346298  | EBMS Import             | City Ins Fund      | \$ 14,718.34 | EBMS INSURANCE PAYMENTS                                   |
| 04/24/2024 | 346300  | EBMS Import             | City Ins Fund      | \$ 5,468.00  | EBMS INSURANCE PAYMENTS                                   |
| 04/24/2024 | 346301  | EBMS Import             | City Ins Fund      | \$ 47,796.13 | EBMS INSURANCE PAYMENTS                                   |

| Check Date | Check # | Name                      | Fund Name             | Amount       | Item Desc                                           |
|------------|---------|---------------------------|-----------------------|--------------|-----------------------------------------------------|
| 04/24/2024 | 346305  | EBMS Import               | City Ins Fund         | \$ 3,477.28  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346306  | EBMS Import               | City Ins Fund         | \$ 3,315.87  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346311  | EBMS Import               | City Ins Fund         | \$ 2,530.23  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346320  | EBMS Import               | City Ins Fund         | \$ 3,158.13  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346325  | EBMS Import               | City Ins Fund         | \$ 11,352.54 | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346337  | EBMS Import               | City Ins Fund         | \$ 3,137.53  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346339  | EBMS Import               | City Ins Fund         | \$ 2,985.69  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346342  | EBMS Import               | City Ins Fund         | \$ 6,305.00  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346345  | EBMS Import               | City Ins Fund         | \$ 2,988.30  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346346  | EBMS Import               | City Ins Fund         | \$ 4,348.94  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346351  | EBMS Import               | City Ins Fund         | \$ 2,729.99  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346398  | EBMS Import               | City Ins Fund         | \$ 3,630.41  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346400  | EBMS Import               | City Ins Fund         | \$ 30,205.75 | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346404  | EBMS Import               | City Ins Fund         | \$ 6,858.86  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346406  | EBMS Import               | City Ins Fund         | \$ 62,679.15 | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346407  | EBMS Import               | City Ins Fund         | \$ 3,478.28  | EBMS INSURANCE PAYMENTS                             |
| 04/24/2024 | 346422  | EBMS Import               | City Ins Fund         | \$ 3,785.78  | EBMS INSURANCE PAYMENTS                             |
| 04/26/2024 | 87650   | EBMS Import Flex          | City Ins Fund         | \$ 2,600.00  | EBMS INSURANCE PAYMENTS                             |
| 04/29/2024 | 870449  | Ecovese Industries        | Solid Waste           | \$ 7,682.14  | P13-3088 - TRANSMITTER; S/H                         |
| 04/29/2024 | 870453  | Facilities Mngmnt Express | Facilities            | \$ 4,500.84  | FMX Annual Subscription Fee 5-24 thru 5-25          |
| 04/29/2024 | 870453  | Facilities Mngmnt Express | Transit               | \$ 5,796.85  | FMX Annual Subscription Fee 5-24 thru 5-26          |
| 04/29/2024 | 870455  | Geveko Markings           | Street/Traffic        | \$ 8,068.27  | heat tape                                           |
| 04/29/2024 | 870457  | Granite Peak Pump Service | Cemetery Improvements | \$ 91,861.11 | new irrigation pump station at Mountview Cemetery   |
| 04/29/2024 | 870457  | Granite Peak Pump Service | Park Dist 1           | \$ 150.00    | pump repair at castle rock - 24041                  |
| 04/29/2024 | ACH     | HDR                       | Wastewater            | \$ 14,770.17 | WO 20-44 WRF Nutrient Recovery Improvements Project |
| 04/29/2024 | ACH     | HDR                       | Water                 | \$ 50,000.00 | Retainage Release # 3                               |
| 04/29/2024 | ACH     | HDR                       | Water                 | \$ 97,598.57 | WO 19-12 West End Reservoir; Payment 60             |
| 04/29/2024 | ACH     | HDR                       | Water                 | \$ 85,786.45 | WO 23-12 Zone 4 Pump Station & Waterline Improv     |
| 04/29/2024 | 870469  | I-State Truck             | Fleet                 | \$ 12.00     | C251372824.01                                       |
| 04/29/2024 | 870469  | I-State Truck             | Fleet                 | \$ 462.73    | C251372824.01                                       |
| 04/29/2024 | 870469  | I-State Truck             | Fleet                 | \$ 40.39     | C251372824.01                                       |
| 04/29/2024 | 870469  | I-State Truck             | Fleet                 | \$ 1,035.84  | C251372824.01                                       |
| 04/29/2024 | 870469  | I-State Truck             | Fleet                 | \$ 111.92    | C251373278.02                                       |

| Check Date | Check # | Name                    | Fund Name     | Amount        | Item Desc                                            |
|------------|---------|-------------------------|---------------|---------------|------------------------------------------------------|
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 575.00     | C251373278.02                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 5,882.49   | C251373278.02                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 30.18      | C251373278.02                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ (244.37)   | C251373416.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 244.37     | C251373416.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 736.34     | C251373416.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 23.39      | C251373423.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 50.00      | C251373563.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 95.42      | C251373563.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 28.76      | C251373590.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 36.97      | C251373704.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 36.29      | C251373704.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ 90.79      | C251373711.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ (28.99)    | C251374194.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ (36.97)    | C251374194.01                                        |
| 04/29/2024 | 870469  | I-State Truck           | Fleet         | \$ (575.00)   | C251374195.01                                        |
| 04/29/2024 | 870482  | L P Anderson            | Fleet         | \$ 500.00     | 2085322                                              |
| 04/29/2024 | 870482  | L P Anderson            | Fleet         | \$ 83.50      | 2085504                                              |
| 04/29/2024 | 870482  | L P Anderson            | Public Safety | \$ 2,288.00   | 2081734/2089446 - TIRE                               |
| 04/29/2024 | 870482  | L P Anderson            | Public Safety | \$ 98.00      | 2082614 - TIRE REPAIR                                |
| 04/29/2024 | 870486  | Marsh & McLennan Agency | Water         | \$ 176,947.00 | WO 19-42 West End WTP..Builders Risk                 |
| 04/29/2024 | 870488  | McKay Nursery           | Park Dist 1   | \$ 1,083.85   | trees - 03-26-2438679                                |
| 04/29/2024 | 870488  | McKay Nursery           | Park Prgms    | \$ 2,000.00   | trees - 03-26-2438679                                |
| 04/29/2024 | 870488  | McKay Nursery           | Park Prgms    | \$ 9,585.20   | trees for parks - 10-27-2337102                      |
| 04/29/2024 | 870490  | Mead & Hunt             | Airport       | \$ 8,115.00   | Amendment 2 Master Agreement. Air Service Consulting |
| 04/29/2024 | 870496  | MT Dakota Utilities CNG | Solid Waste   | \$ 3,783.76   | 4192024                                              |
| 04/29/2024 | 870496  | MT Dakota Utilities CNG | Solid Waste   | \$ 5.88       | 4192024                                              |
| 04/29/2024 | 870497  | MT Dakota Utilities Co  | Airport       | \$ 702.28     | 129 573 1000 1. Mud Wash. April 2024                 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co  | Airport       | \$ 122.50     | 160 723 3573 6. USDA. April 2024                     |
| 04/29/2024 | 870497  | MT Dakota Utilities Co  | Airport       | \$ 1,812.53   | 179 053 7751 5. New A Concourse. April 2024          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co  | Airport       | \$ 200.02     | 185 580 1000 7. TSA. April 2024                      |
| 04/29/2024 | 870497  | MT Dakota Utilities Co  | Airport       | \$ 157.16     | 229 573 1000 0. Detail Bay 1 Hertz. April 2024       |
| 04/29/2024 | 870497  | MT Dakota Utilities Co  | Airport       | \$ 188.88     | 283 116 0655 3. Alpine. April 2024                   |

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| 04/29/2024 | 870497  | MT Dakota Utilities Co | Airport       | \$ 89.62    | 295 580 1000 4. Aero Interiors. April 2024              |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Airport       | \$ 69.06    | 329 573 1000 9. Detail Bay 3 Enterprise. April 2024     |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Airport       | \$ 187.69   | 429 573 1000 8. Detail Bay 4 Avis/Budget. April 2024    |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Airport       | \$ 51.46    | 529 573 1000 7. Detail Bay 5 Thrifty/Dollar. April 2024 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Airport       | \$ 289.30   | 629 573 1000 6. Detail Bay 2 National/Alamo. April 2024 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Airport       | \$ 1,356.90 | 889 373 1000 6. Car Wash. April 2024                    |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Engineering   | \$ 193.85   | 595 373 1000 1                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Facilities    | \$ 1,021.24 | 130 733 1000 8                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Facilities    | \$ 2,423.57 | 375 963 4481 4                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Facilities    | \$ 2,099.18 | 757 633 1000 2                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Facilities    | \$ 2,215.36 | 929 780 1000 4                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Facilities    | \$ 4,007.65 | 989 733 1000 0                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Facilities    | \$ 582.32   | 993 733 1000 4                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | General       | \$ 64.40    | 061 943 1000 6                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | General       | \$ 256.72   | 437 780 1000 9                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | General       | \$ 220.00   | 571 295 3342 8                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | General       | \$ 75.52    | 927 890 1000 3                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Library       | \$ 3,433.46 | 219 924 4851 0                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Park Dist 1   | \$ 63.19    | 371 101 1000 6                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Parking       | \$ 77.00    | 303 725 2591 2                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Parking       | \$ 24.15    | 717 353 1000 6                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Parking       | \$ 86.39    | 799 152 1209 0                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Public Safety | \$ 34.14    | 062 907 9494 7                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Public Safety | \$ 736.57   | 169 233 1000 3                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Public Safety | \$ 317.02   | 442 190 1000 4                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Public Safety | \$ 55.27    | 514 117 0478 9                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Public Safety | \$ 304.01   | 533 653 1000 1                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Public Safety | \$ 70.43    | 602 589 7178 1                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Public Safety | \$ 532.41   | 885 880 1000 4                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Solid Waste   | \$ 551.75   | 284 225 1320 1                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Solid Waste   | \$ 1,008.17 | 770 390 1000 2                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Transit       | \$ 1,106.85 | 962 880 1000 0                                          |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Wastewater    | \$ 9,321.76 | 293 780 1000 2                                          |

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| 04/29/2024 | 870497  | MT Dakota Utilities Co | Wastewater | \$ 4,660.89 | 293 780 1000 2 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Wastewater | \$ 4,660.89 | 293 780 1000 2 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Wastewater | \$ 138.95   | 310 490 1000 7 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Wastewater | \$ 101.61   | 410 490 1000 6 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Wastewater | \$ 71.01    | 735 453 1000 2 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Wastewater | \$ 90.93    | 868 563 1000 7 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 137.78   | 010 490 1000 0 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 70.43    | 076 225 9180 3 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 47.34    | 110 490 1000 9 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 121.92   | 209 077 5055 6 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 150.12   | 210 490 1000 8 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 416.84   | 310 490 1000 7 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 304.81   | 410 490 1000 6 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 2,114.75 | 500 490 1000 7 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 34.41    | 510 490 1000 5 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 56.73    | 527 033 1000 4 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 83.74    | 566 923 1000 8 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 23.38    | 600 490 1000 6 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 23.37    | 600 490 1000 6 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 163.04   | 610 490 1000 4 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 61.44    | 666 923 1000 7 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 283.43   | 700 490 1000 5 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 173.98   | 800 490 1000 4 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 37.35    | 832 001 1000 1 |
| 04/29/2024 | 870497  | MT Dakota Utilities Co | Water      | \$ 427.18   | 900 490 1000 3 |
| 04/29/2024 | 870498  | MT Peterbilt           | Fleet      | \$ 1,353.95 | 91335BL        |
| 04/29/2024 | 870498  | MT Peterbilt           | Fleet      | \$ 1,265.96 | 91663BL        |
| 04/29/2024 | 870498  | MT Peterbilt           | Fleet      | \$ 102.18   | 91727BL        |
| 04/29/2024 | 870498  | MT Peterbilt           | Fleet      | \$ 112.47   | 91727BLX1      |
| 04/29/2024 | 870498  | MT Peterbilt           | Fleet      | \$ 1,125.79 | 91727BLX1      |
| 04/29/2024 | 870498  | MT Peterbilt           | Fleet      | \$ 88.00    | 91727BLX1      |
| 04/29/2024 | 870498  | MT Peterbilt           | Fleet      | \$ 176.00   | 91727BLX1      |
| 04/29/2024 | 870498  | MT Peterbilt           | Fleet      | \$ 178.08   | 91735BL        |

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| 04/29/2024 | 870498  | MT Peterbilt        | Fleet       | \$ 631.39   | 91740BL                                            |
| 04/29/2024 | 870498  | MT Peterbilt        | Fleet       | \$ 417.86   | 91740BL                                            |
| 04/29/2024 | 870498  | MT Peterbilt        | Fleet       | \$ 33.02    | 91750BL                                            |
| 04/29/2024 | 870498  | MT Peterbilt        | Fleet       | \$ 106.88   | 91758BL                                            |
| 04/29/2024 | 870498  | MT Peterbilt        | Fleet       | \$ (546.88) | CM88698BL                                          |
| 04/29/2024 | 870498  | MT Peterbilt        | Transit     | \$ 24.36    | 93039BL. Engine Fill Seal                          |
| 04/29/2024 | 870500  | Montana Terrazzo    | Park Dist 1 | \$ 3,662.00 | precast concrete cornhole for north park - 0000852 |
| 04/29/2024 | 870509  | NorthWestern Energy | Airport     | \$ 386.98   | 0712792-1. IP-7. April 2024                        |
| 04/29/2024 | 870509  | NorthWestern Energy | Airport     | \$ 1,107.65 | 0712800-2. IP-9. April 2024                        |
| 04/29/2024 | 870509  | NorthWestern Energy | Airport     | \$ 740.69   | 0712809-3. Alpine. April 2024                      |
| 04/29/2024 | 870509  | NorthWestern Energy | Engineering | \$ 39.90    | Depot parking lot                                  |
| 04/29/2024 | 870509  | NorthWestern Energy | Facilities  | \$ 7,712.84 | 0100507-3                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Facilities  | \$ 6,151.54 | 3927205-9                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | General     | \$ 1,274.29 | 0100506-5                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | General     | \$ 194.92   | 0712683-2                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 6.00     | 0722237-5                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 6.00     | 0722247-4                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 91.15    | 0722255-7                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 38.29    | 0722257-3                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 80.18    | 0722260-7                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ -        | 0722261-5                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ -        | 0722262-3                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ -        | 0722265-6                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 44.52    | 0722266-4                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 15.03    | 0722269-8                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 10.95    | 0722292-0                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 27.67    | 0722293-8                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 6.00     | 0722905-7                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 54.83    | 0722933-9                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ -        | 0723027-9                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 87.60    | 0723035-2                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 6.72     | 0723036-0                                          |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1 | \$ 172.06   | 0723037-8                                          |

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| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ -         | 0723038-6 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 42.83     | 0723042-8 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 19.25     | 0723044-4 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ -         | 0723051-9 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ -         | 0723052-7 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 5.67      | 0723054-3 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 10.50     | 0723055-0 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 23.51     | 0723056-8 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 8.40      | 0723057-6 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 18.27     | 0723058-4 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 8.70      | 0723090-7 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 6.00      | 0723162-4 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ -         | 0723170-7 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 25.66     | 0789437-1 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 6.00      | 0831702-6 |
| 04/29/2024 | 870509  | NorthWestern Energy | Park Dist 1    | \$ 0.73      | 4089118-6 |
| 04/29/2024 | 870509  | NorthWestern Energy | Parking        | \$ 661.02    | 0720829-1 |
| 04/29/2024 | 870509  | NorthWestern Energy | Parking        | \$ 2,587.64  | 0720834-1 |
| 04/29/2024 | 870509  | NorthWestern Energy | Parking        | \$ 1,610.21  | 1569636-2 |
| 04/29/2024 | 870509  | NorthWestern Energy | Parking        | \$ 1,541.11  | 1594282-4 |
| 04/29/2024 | 870509  | NorthWestern Energy | Parking        | \$ 266.03    | 3463478-2 |
| 04/29/2024 | 870509  | NorthWestern Energy | Parks Maint    | \$ 149.83    | 1059093-3 |
| 04/29/2024 | 870509  | NorthWestern Energy | Public Safety  | \$ 373.21    | 0720840-8 |
| 04/29/2024 | 870509  | NorthWestern Energy | Public Safety  | \$ 200.13    | 1984150-1 |
| 04/29/2024 | 870509  | NorthWestern Energy | Public Safety  | \$ 340.23    | 1984155-0 |
| 04/29/2024 | 870509  | NorthWestern Energy | Public Safety  | \$ 2,522.63  | 3448739-7 |
| 04/29/2024 | 870509  | NorthWestern Energy | Radio          | \$ 279.95    | 0721580-9 |
| 04/29/2024 | 870509  | NorthWestern Energy | Street/Traffic | \$ 6.00      | 0723645-8 |
| 04/29/2024 | 870509  | NorthWestern Energy | Transit        | \$ 6.00      | 0712764-0 |
| 04/29/2024 | 870509  | NorthWestern Energy | Transit        | \$ 300.28    | 1784756-7 |
| 04/29/2024 | 870509  | NorthWestern Energy | Wastewater     | \$ 985.65    | 0100606-3 |
| 04/29/2024 | 870509  | NorthWestern Energy | Water          | \$ 4,614.44  | 0100540-4 |
| 04/29/2024 | 870509  | NorthWestern Energy | Water          | \$ 74,908.72 | 0100606-3 |

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| 04/29/2024 | 870509  | NorthWestern Energy     | Water          | \$ 2,956.92  | 0100606-3                                         |
| 04/29/2024 | 870509  | NorthWestern Energy     | Water          | \$ 2,651.72  | 0722252-4                                         |
| 04/29/2024 | 870514  | Potters Industries      | Street/Traffic | \$ 24,640.00 | glass paint beads for painting                    |
| 04/29/2024 | ACH     | RDO Equipment           | Fleet          | \$ 157.62    | P2769712                                          |
| 04/29/2024 | ACH     | RDO Equipment           | Fleet          | \$ 19.35     | P2769712                                          |
| 04/29/2024 | ACH     | RDO Equipment           | Fleet          | \$ 160.18    | P2769712                                          |
| 04/29/2024 | ACH     | RDO Equipment           | Fleet          | \$ 102.86    | P2769712                                          |
| 04/29/2024 | ACH     | RDO Equipment           | Fleet          | \$ 32.68     | P2769712                                          |
| 04/29/2024 | ACH     | RDO Equipment           | Fleet          | \$ 570.80    | P2769712                                          |
| 04/29/2024 | ACH     | RDO Equipment           | Solid Waste    | \$ 392.60    | W4207612 - LABOR                                  |
| 04/29/2024 | ACH     | RDO Equipment           | Solid Waste    | \$ 4,851.00  | W4232612 - LABOR                                  |
| 04/29/2024 | ACH     | RDO Equipment           | Solid Waste    | \$ 6,935.27  | W4232612 - TURBOCHARGER                           |
| 04/29/2024 | 870516  | Rimrock Foundation      | Court Grants   | \$ 4,575.78  | 24 March Rimrock BAMTC Treatment Services         |
| 04/29/2024 | 870516  | Rimrock Foundation      | Court Grants   | \$ 1,229.06  | 24 March Rimrock DUI Treatment Services           |
| 04/29/2024 | 870524  | Solid Waste Systems     | Fleet          | \$ 240.72    | 167339                                            |
| 04/29/2024 | 870524  | Solid Waste Systems     | Fleet          | \$ 3,510.76  | 167339                                            |
| 04/29/2024 | 870524  | Solid Waste Systems     | Fleet          | \$ 32.45     | 167629                                            |
| 04/29/2024 | 870524  | Solid Waste Systems     | Fleet          | \$ 1,746.30  | 167629                                            |
| 04/29/2024 | 870524  | Solid Waste Systems     | Fleet          | \$ 239.13    | 167633                                            |
| 04/29/2024 | 870524  | Solid Waste Systems     | Fleet          | \$ 1,196.84  | 167633                                            |
| 04/29/2024 | 870527  | Spencer Industries      | Fleet          | \$ 145.11    | 32450503                                          |
| 04/29/2024 | 870527  | Spencer Industries      | Fleet          | \$ 3,197.07  | 32450503                                          |
| 04/29/2024 | 870532  | T.W. Clark Construction | Facilities     | \$ 7,583.76  | Public Library Skylight& Scrim Repair/Replacement |
| 04/29/2024 | ACH     | Town & Country Supply   | Airport        | \$ 25,291.12 | Invoice #440947. QTA Car Rental Fuel              |
| 04/29/2024 | ACH     | Town & Country Supply   | Fleet          | \$ 11,966.14 | 443539                                            |
| 04/29/2024 | ACH     | Town & Country Supply   | Fleet          | \$ 6,058.48  | 443539                                            |
| 04/29/2024 | ACH     | Town & Country Supply   | Fleet          | \$ 6,388.32  | 443539                                            |
| 04/29/2024 | ACH     | Town & Country Supply   | Fleet          | \$ 8,021.85  | 443539                                            |
| 04/29/2024 | ACH     | Town & Country Supply   | Public Safety  | \$ 1,007.79  | 441048 FIRE 5 - UNLEADED & DIESEL FUEL            |
| 04/29/2024 | ACH     | Town & Country Supply   | Public Safety  | \$ 888.50    | 441049 FIRE 3 - DIESEL                            |
| 04/29/2024 | ACH     | Town & Country Supply   | Public Safety  | \$ 1,920.37  | 441050 FIRE 1 - UNLEADED & DIESEL FUEL            |
| 04/29/2024 | ACH     | Town & Country Supply   | Wastewater     | \$ 3,153.35  | High service Generator, fuel                      |
| 04/29/2024 | ACH     | Town & Country Supply   | Water          | \$ 13,072.76 | 442606                                            |

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| 04/29/2024 | ACH     | Tractor & Equipment    | Solid Waste    | \$ 138.95    | BLWO0233366 - CNSMBLS; ENVIRO FEE                     |
| 04/29/2024 | ACH     | Tractor & Equipment    | Solid Waste    | \$ 1,985.00  | BLWO0233366 - LABOR                                   |
| 04/29/2024 | ACH     | Tractor & Equipment    | Solid Waste    | \$ 1,291.29  | BLWO0233596                                           |
| 04/29/2024 | ACH     | Tractor & Equipment    | Solid Waste    | \$ 1,490.76  | BLWO0233597                                           |
| 04/29/2024 | ACH     | Tractor & Equipment    | Solid Waste    | \$ 347.01    | BLWO0233698 - CLMP; CNCTR; ELMT - FL, SEP             |
| 04/29/2024 | ACH     | Tractor & Equipment    | Solid Waste    | \$ 869.50    | BLWO0233698 - LABOR                                   |
| 04/29/2024 | ACH     | Tractor & Equipment    | Street/Traffic | \$ 32.46     | pin for unit 1205                                     |
| 04/29/2024 | 870543  | Yellowstone Co Finance | Building       | \$ 7,130.79  | Miller Building; Building Division; May, 2024 Rent    |
| 04/29/2024 | 870543  | Yellowstone Co Finance | CDBG           | \$ 5,545.88  | Miller Building; Community Development; May 24 Rent   |
| 04/29/2024 | 870543  | Yellowstone Co Finance | General        | \$ 2,218.99  | Miller Building; Code Enforcement; May, 2024 Rent     |
| 04/29/2024 | 870543  | Yellowstone Co Finance | Planning       | \$ 4,750.50  | Miller Building; Planning Department; May, 2024 Rent  |
| 04/29/2024 | 870547  | YWCA                   | Public Safety  | \$ 27,500.00 | Northern Lights FMJ Coordinator Wages Feb - July 2024 |

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Public Hearing and Resolution Adopting Solid Waste Collection, Disposal, and Landfill Fees for Fiscal Year 2025  
**Presented by:** Jennifer Duray  
**Department:** Public Works  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve the resolution adopting collection, disposal, and landfill fees effective July 1, 2024.

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

Section 21-229 of the Billings, Montana City Code (BMCC) requires that the City Council adopt the Solid Waste collection and disposal charges and the landfill fees annually by resolution. The existing solid waste rates and fees are not adequate for the operation and maintenance and capital investment necessary to continue providing service at the current level. The recommended rate and fee adjustments include the following:

- 4.3% increase in residential collection fees;
- 4.2% increase in commercial collection fees;
- 6% increase in dropbox/roll-off collection rates;
- 6.9% increase in landfill fees.

The attached resolution specifies the proposed rates and fees for FY25. A public hearing is required and if the proposed resolution is approved, rates will be effective July 1, 2024.

**ALTERNATIVES**

City Council may:

- Approve the recommended resolution; or,
- Not approve the resolution. If Council does not approve the resolution, an amended resolution to establish Solid Waste fees for FY25 will need to be considered at a future City Council meeting.

**FISCAL EFFECTS**

The proposed rate and fee adjustments will generate approximately \$562,000 in residential and commercial collection revenues, \$95,000 in roll-off revenues, and \$497,000 in landfill revenues for a total increase to the solid waste fund of \$1,154,000 for FY25.

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**Attachments**

Resolution  
Presentation

## **RESOLUTION 24-**

### **A RESOLUTION ESTABLISHING SOLID WASTE RESIDENTIAL AND COMMERCIAL COLLECTION AND DISPOSAL FEES AND LANDFILL USE FEES**

WHEREAS, a need is anticipated for repair, improvement, and continued operation and maintenance of existing and proposed solid waste facilities and services for the providing of collection, disposal, and landfill use to inhabitants of the City of Billings, Montana and its environs; and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate and safe solid waste collection service and landfill operation and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same; and

WHEREAS, the City Council of the City of Billings did adopt Ordinance No. 12-5574 on the 25<sup>th</sup> day of June 2012, providing for the billing of solid waste collection and disposal fees on a monthly basis; and

WHEREAS, said fees are established by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. That the rates, fees, and charges specified in Schedules I, II, and III are found to be just, reasonable, and necessary for the continued sound operation of the Solid Waste Division and that the proposed rates, fees, and charges are approved and adopted as the rates, fees, and charges of the City of Billings, Montana Solid Waste Division effective July 1, 2024.
2. That any payment not received by the due date shall accrue interest at the rate of one-and-one-half percent (1.5%) per month from the due date until paid in full.
3. That garbage fees will not be paid by the City General Fund, Public Safety Fund, Library Fund, or MET Transit Fund.
4. That on Monday, May 28, 2024, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

## Schedule I – Residential and Mobile Home Collection and Disposal Fees

### Monthly Fees (for unit occupied by 1 family)

|                                                                                           |    |        |                |
|-------------------------------------------------------------------------------------------|----|--------|----------------|
| 96 Gallon Containers                                                                      |    |        |                |
| Residential                                                                               | \$ | 14.50  |                |
| Mobile home located in mobile park                                                        | \$ | 14.50  |                |
| Residential carry out service (medical necessity verification required)                   | \$ | 14.50  |                |
| 64 Gallon Residential                                                                     | \$ | 10.35  |                |
| Additional black 96 gallon barrel                                                         | \$ | 4.85   |                |
| Residential landfill fees for new annexed property<br>(not yet receiving City collection) | \$ | 4.40   |                |
| Extras per item - Call in only                                                            | \$ | 5.25   |                |
|                                                                                           |    |        |                |
| Bulky items - special pickup due to size or quantity                                      | \$ | 57.50  | 1-5 items      |
|                                                                                           | \$ | 115.00 | 6-10 items     |
|                                                                                           | \$ | 172.50 | >10 items      |
| Refrigerator/freezer/air conditioner                                                      | \$ | 84.00  | per pickup     |
| NSF/Returned item fee                                                                     | \$ | 25.00  | per occurrence |

## Schedule II – Commercial Collection and Disposal Fees

Commercial collection service is available subject to Solid Waste Division approval of container type, size, placement, and serviceability.

### Fees per Month for Customer Owned Containers

| PER WEEK FREQUENCY OF COLLECTION |          |           |           |           |           |           |           |
|----------------------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Container Size                   | 1        | 2         | 3         | 4         | 5         | 6         | Saturday  |
| Extra Volume                     | \$ 9.01  |           |           |           |           |           |           |
| 90 Gallon Barrel                 | \$ 22.20 |           |           |           |           |           |           |
| 300 Gallon Barrel                | \$ 49.63 |           |           |           |           |           |           |
| 30 Gallon Can                    | \$ 8.80  | \$ 17.60  | \$ 26.40  | \$ 35.20  | \$ 44.00  | \$ 55.02  | \$ 17.60  |
| 1 Yard                           | \$ 40.62 | \$ 81.24  | \$ 121.86 | \$ 162.48 | \$ 203.10 | \$ 253.86 | \$ 81.24  |
| 2 Yards                          | \$ 47.11 | \$ 94.22  | \$ 141.33 | \$ 188.44 | \$ 235.55 | \$ 294.42 | \$ 94.22  |
| 3 Yards                          | \$ 53.57 | \$ 107.14 | \$ 160.71 | \$ 214.28 | \$ 267.85 | \$ 334.80 | \$ 107.14 |
| 4 Yards                          | \$ 60.41 | \$ 120.82 | \$ 181.23 | \$ 241.64 | \$ 302.05 | \$ 377.58 | \$ 120.82 |
| 6 Yards                          | \$ 73.39 | \$ 146.78 | \$ 220.17 | \$ 293.56 | \$ 366.95 | \$ 458.70 | \$ 146.78 |
| 8 Yards                          | \$ 86.57 | \$ 173.14 | \$ 259.71 | \$ 346.28 | \$ 432.85 | \$ 541.08 | \$ 173.14 |

Compactor containers will be assessed at 2.5 times the above rates.  
 Saturday service without 6 times per week pick-up will be assessed double the one-time per week rate. This service is not available in all areas.

The above fees are for customer-owned containers. For City-owned containers, in addition to the above fees, monthly container lease rates will be charged as follows:

| Container Size |          |
|----------------|----------|
| < 6 yards      | \$ 26.75 |
| 6 or 8 yards   | \$ 35.15 |

Additional compactor truck service will be billed at the hourly rates as follows with a 1-hour minimum:

|                           |           |
|---------------------------|-----------|
| Compactor truck, 1 person | \$ 123.00 |
| Compactor truck, 2 people | \$ 167.50 |

#### Additional commercial services:

|                                         |                                   |                |
|-----------------------------------------|-----------------------------------|----------------|
| Special event barrel rental/delivery    | \$ 145.00                         | per event      |
|                                         | plus \$ 3.30                      | per barrel     |
| Container wash                          | \$ 123.50                         |                |
| Delivery charge for front or rear load  | \$ 55.00                          |                |
| Daily rental fee for front or rear load | \$ 6.25                           |                |
| Collection and disposal fee             |                                   |                |
|                                         | front or rear load rental \$ 9.25 | per cubic yard |
| Bar type locks/installation             | \$ 183.50                         |                |

#### Roll Off/Compactor Rates

|                                                |           |                |
|------------------------------------------------|-----------|----------------|
| Per pull plus disposal                         |           |                |
| 20, 30, or 40 yard container                   | \$ 212.00 |                |
| 10 or 12 yard container                        | \$ 115.00 |                |
| Dry Run                                        | \$ 53.00  |                |
| Container wash                                 | \$ 120.00 |                |
| Debris dig out                                 | \$ 120.00 |                |
| Unit relocation (on same site)                 | \$ 91.50  |                |
| Compactor turnaround fee                       | \$ 53.50  |                |
| Daily rental for temporary roll off containers | \$ 6.10   |                |
| 300 cubic yard roll off - cash only            | \$ 395.00 | Minimum charge |
| NSF/Returned item fee                          | \$ 25.00  | per occurrence |

Disposal rates are charged per Schedule III.

## Schedule III – Landfill Fees

|                                                                                                            | <b>ORIGIN OF WASTE <sup>1</sup></b> |                                              |                               |
|------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------|-------------------------------|
|                                                                                                            | <b>City of<br/>Billings</b>         | <b>Other MT<br/>Towns &amp;<br/>Counties</b> | <b>Outside of<br/>Montana</b> |
| All businesses will be charged at least \$9.65                                                             |                                     |                                              |                               |
| 0 - 3.0 cubic yards or 0 - 1500 lbs <sup>2</sup>                                                           | \$ -                                | \$ 14.50                                     | \$ 19.30                      |
| Municipal solid waste, construction & demolition, etc. (per ton)                                           | \$ 27.80                            | \$ 41.70                                     | \$ 55.60                      |
| Special Waste (per ton) <sup>3</sup>                                                                       | \$ 56.85                            | \$ 85.28                                     | \$ 113.70                     |
| <b><u>Asbestos</u></b>                                                                                     |                                     |                                              |                               |
| Per ton                                                                                                    | \$ 102.30                           | \$ 153.45                                    | \$ 204.60                     |
| Per bag                                                                                                    | \$ 14.05                            | \$ 21.08                                     | \$ 28.10                      |
| Asbestos bags                                                                                              | \$ 4.20                             | \$ 6.30                                      | \$ 8.40                       |
| <b><u>Clean Soil <sup>4</sup></u></b>                                                                      | \$ 0                                | \$ 0                                         | \$ 0                          |
| <b><u>Dead Animals</u></b>                                                                                 |                                     |                                              |                               |
| Animals < 100 pounds                                                                                       | \$ 17.95                            | \$ 26.93                                     | \$ 35.90                      |
| Animals > 100 pounds                                                                                       | \$ 56.05                            | \$ 84.08                                     | \$ 112.10                     |
| Per ton                                                                                                    | \$ 80.10                            | \$ 120.15                                    | \$ 160.20                     |
| <b><u>FOG (Fats, Oils and Grease) <sup>5</sup></u></b>                                                     | \$ 27.80                            | \$ 27.80                                     | N/A                           |
| <b><u>Mobile Home Trailers</u></b>                                                                         | \$ 450.00                           | \$ 675.00                                    | \$ 900.00                     |
| <b><u>Refrigeration Units</u></b>                                                                          |                                     |                                              |                               |
| Refrigerators, Freezers, Air Conditioners (Each Unit)                                                      | \$ 37.40                            | \$ 56.10                                     | \$ 74.80                      |
| <b><u>Special Pad Fee for Liquids</u></b>                                                                  | \$ 157.05                           | \$ 235.58                                    | \$ 314.10                     |
| <b><u>Tires</u></b>                                                                                        |                                     |                                              |                               |
| Tires per ton                                                                                              | \$ 122.95                           | \$ 184.43                                    | \$ 245.90                     |
| <b><u>Uncovered Load Fee <sup>6</sup></u></b>                                                              | \$ 32.00                            | \$ 48.00                                     | \$ 64.00                      |
| <b>If scale is inoperable, the vehicle will be charged by the cubic yard rated on the vehicle capacity</b> |                                     |                                              |                               |
| Loose garbage (per CY)                                                                                     | \$ 3.37                             | \$ 5.05                                      | \$ 6.73                       |
| Compacted garbage (per CY)                                                                                 | \$ 8.72                             | \$ 13.08                                     | \$ 17.45                      |
| Non-compactible material (per CY)                                                                          | \$ 37.20                            | \$ 55.80                                     | \$ 74.40                      |
| Special Waste, contaminated soil, etc. (per CY)                                                            | \$ 79.46                            | \$ 119.19                                    | \$ 158.92                     |
| Tires (per CY)                                                                                             | \$ 90.27                            | \$ 135.40                                    | \$ 180.53                     |
| Asbestos (per CY)                                                                                          | \$ 49.01                            | \$ 78.59                                     | \$ 104.78                     |
| NSF/returned item fee                                                                                      |                                     | \$ 25.00                                     | per occurrence                |

<sup>1</sup> Actual weights may result in the rates above rounding to the nearest \$.05

<sup>2</sup> Residential Yellowstone County customers are assessed a landfill fee on the annual tax statement according to an Agreement

with Yellowstone County and accordingly are not charged for loads less than 1.5 yds or 700 pounds.

<sup>3</sup> Special Waste such as contaminated soil, sludges, and treated timbers will be accepted on a case-by-case basis dependent upon testing and approval. If accepted, landfill fees will be charged rates specified above.

<sup>4</sup> Clean soil will be evaluated on a case-by-case basis and is determined by laboratory analytical results for parameters such as: TPH (total petroleum hydrocarbons), EPH (extractable petroleum hydrocarbons), VPH (volatile petroleum hydrocarbons). Soil that does not meet the parameters to be classified as clean will be charged at the full rate per the schedule above.

<sup>5</sup> FOG will not be accepted from outside of Yellowstone County.

<sup>6</sup> Uncovered load fee will be charged to all customers that enter the landfill with an uncovered load.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, on the 28<sup>th</sup> day of May 2024.

CITY OF BILLINGS

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

ATTEST:

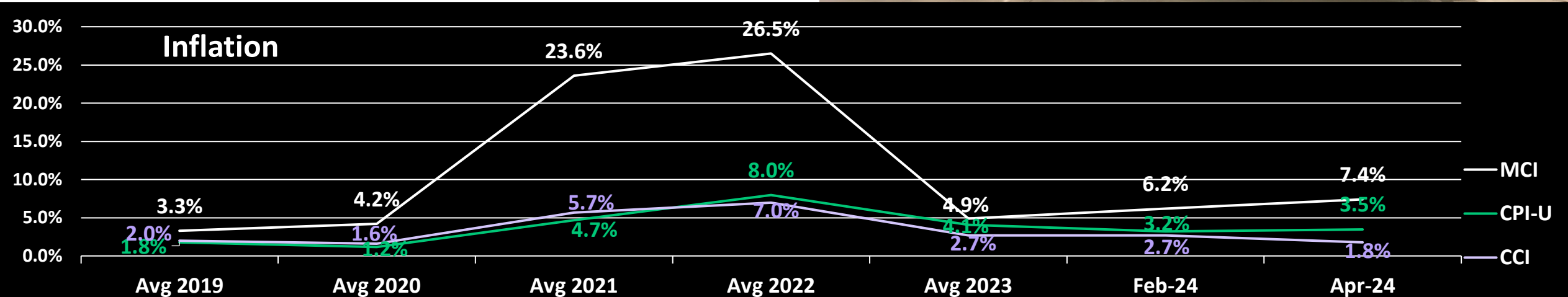
By: \_\_\_\_\_  
Denise R. Bohlman, City Clerk



# FY25 Solid Waste Fees

# Rate Increase Drivers

- \$420,000 - Landfil closure/post-closure costs
- \$110,000 - Solid waste master plan
- \$735,000 – Motor vehicle parts and labor
- \$386,509 – City cost allocations/rent and property/liability insurance
- \$4,180,000 – Replacement of 10 solid waste trucks

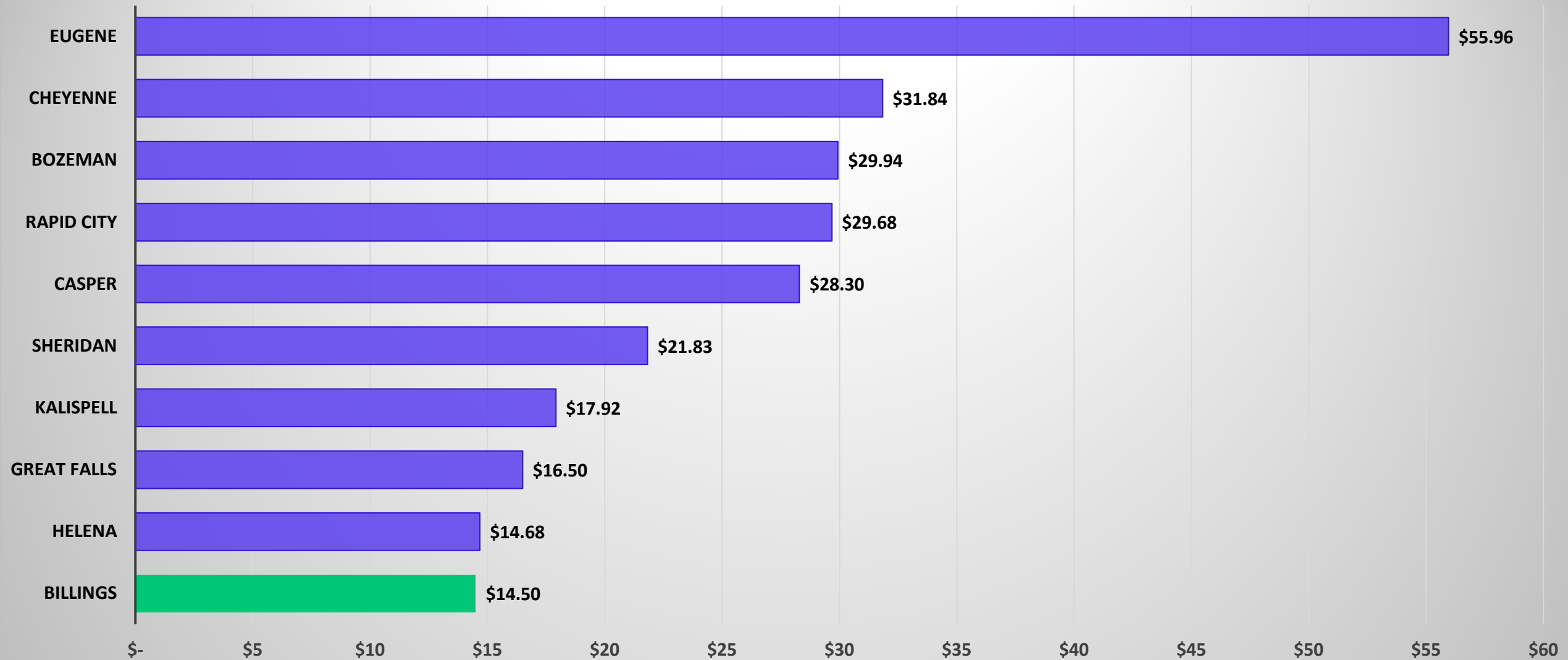


# Solid Waste Collection Fees

| Service                                 | FY24     | FY25     | \$ Increase | % Increase |
|-----------------------------------------|----------|----------|-------------|------------|
| Monthly residential 96-gallon container | \$13.90  | \$14.50  | \$0.60      | 4.3%       |
| Monthly residential 64-gallon container | \$9.90   | \$10.35  | \$0.45      | 4.5%       |
| Additional black 96-gallon container    | \$4.50   | \$4.85   | \$0.35      | 7.8%       |
| Extras per item (call in)               | \$5.00   | \$5.25   | \$0.25      | 5.0%       |
| Commercial 8 yard, 2x/week              | \$166.22 | \$173.14 | \$6.92      | 4.2%       |
| Roll-off                                | \$200.00 | \$212.00 | \$12.00     | 6.0%       |

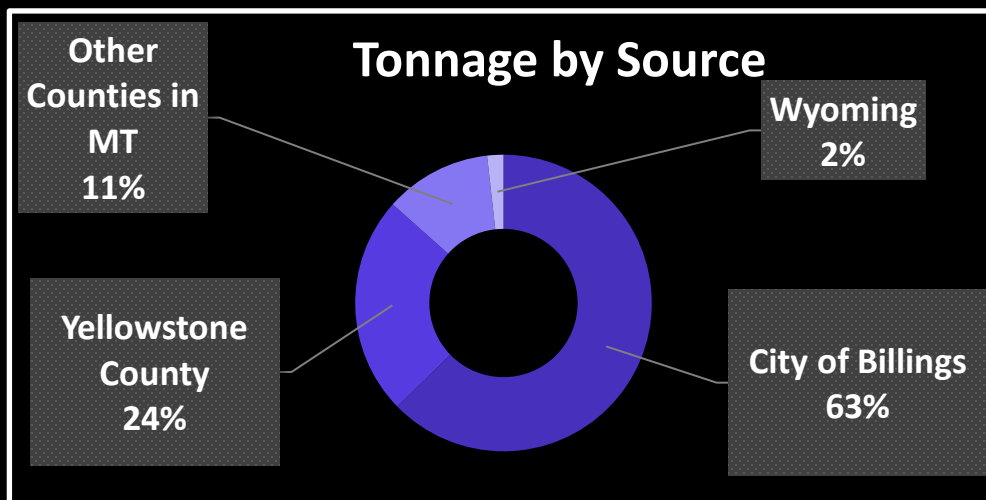


# Monthly Residential Collection 96-Gallon Container

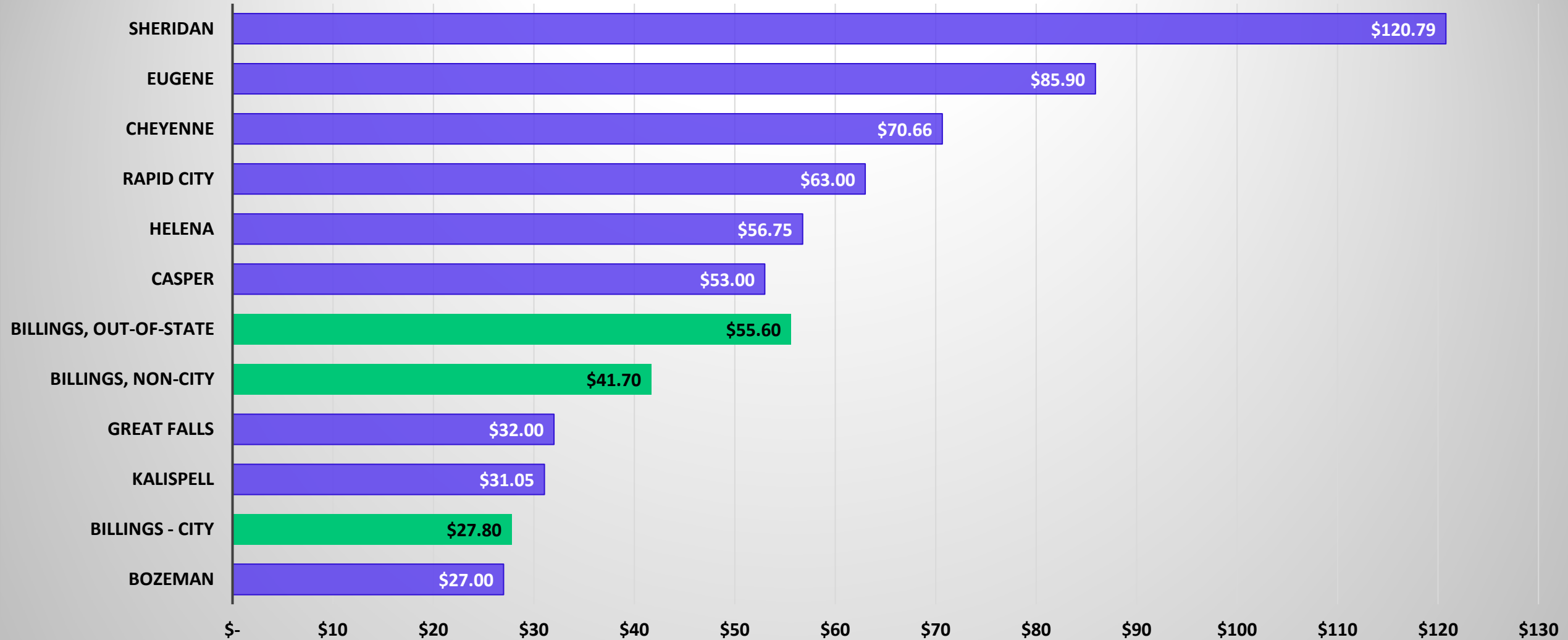


# Landfill Fees

| Landfill Fees                           | FY24    | FY25    | \$ Increase | % Increase |
|-----------------------------------------|---------|---------|-------------|------------|
| Landfill fee per ton – Billings         | \$26.00 | \$27.80 | \$1.80      | 6.9%       |
| Landfill fee per ton – outside Billings | \$39.00 | \$41.70 | \$2.70      | 6.9%       |
| Landfill fee per ton – out of state     | \$52.00 | \$55.60 | \$3.60      | 6.9%       |



# Landfill Fee Comparison Per Ton



**THANK YOU**

*Connect with us online:*

[billingsmtpublicworks.gov](http://billingsmtpublicworks.gov)

 [@billingsmtpublicworks](https://www.facebook.com/billingsmtpublicworks)



**City Council Regular**

**Date:** 05/28/2024  
**Title:** Zone Change 1041 - Text Amendment - SB 245 Amendments - 1st reading and Public Hearing  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

The Zoning Commission recommends approval of Zone Change 1041, the amendments to the zoning regulations to comply with the elements of SB 245, and adoption of the findings of the 10 review criteria.

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

In 2023, the Montana legislature passed several laws regarding local land use and zoning provisions. One of those new laws, SB 245, requires cities of 5,000 or more in population to allow, by right, multi-unit developments in all commercial and mixed-use zoning districts. The law includes definitions and restrictions on required off-street parking for multi-unit developments. The planning staff has drafted a zoning code amendment to align our local code with the state law requirement. The law is already in effect, and the city must comply. SB 245 is attached to this memo along with the draft ordinance.

Prior to the zoning code update of 2021, all the commercial zone districts in the city allowed multifamily developments except for the Residential Professional (RP) zone that only allowed single-family residential uses. For example, Riverfront Pointe Estates east of Mullowney Lane was zoned Highway Commercial under the old zoning regulations. Highway Commercial allowed all types of residential uses from single-family to multifamily uses. As we examined the previous code for areas of unpredictable outcomes, one of the main concerns was in the commercial zones that included a large universe of uses that could be incompatible if placed in the same area. The revised code for most of the commercial and mixed use zones allows residential uses, but not on the first floor along the street frontage. The code now requires that residential uses be behind a non-residential ground-floor use or in the story above the first floor. The new state law removes the ability to enforce this "ground-floor" non-residential use. The code amendment removes this reference in all commercial and mixed use zones where it appears in the code. The other building and siting standards for those districts will remain in place, so buildings that include only residential uses will still need to meet those standards. Administrative relief can be granted for some of those elements where and when it is necessary.

The state law defines a "multi-unit building" as a structure with five or more dwelling units where those units share a common separation like a wall or ceiling and where there is no access between the units except for a common hallway. This definition sets a "floor" of five units but does not set a maximum limit for local regulations. The city devised its zoning district assembly based on the guiding principles of the Project ReCode code update and on the city's adopted Growth Policy and neighborhood plans. The districts that qualify as commercial or mixed use in Billings include: Neighborhood Office (NO), Neighborhood Mixed Use (NMU), Corridor Mixed Use 1 and 2 (CMU1/CMU2), Downtown Support (DX), Heavy Commercial (CX), Central Business District (CBD), EBURD zones of Rail Spur Village Main Street (RSVMS), Central Works (CW) and North 13th St Main Street (13th). Residential uses in Public zone districts of Public 2 (P2) and Public 3 (Campus P3) are generally restricted to use by associated organizations in those zone districts. For example, the P3-Education Campus for Rocky University is allowed to build all types of residential uses for students, faculty or other persons associated with the college. These are not mixed use or commercial districts. The proposed text amendment allows up to a 5-unit multifamily dwelling in the NO district, the NMU zone allows up to 8-units per structure, and the remaining more intense zone districts allow more than 8 units per structure. In the CX zone, staff is not proposing to allow residential use of less than 5-units per structure. The multifamily residential use in the CX zone is more compatible than a lower density development style.

The proposed text amendment also amends the off-street parking code to comply with the restrictions in SB 245. The law only allows a city to require one off-street parking space per dwelling unit in a multifamily development. The current off-street parking code for multifamily use in a mixed-use building is two spaces per unit. This is well above the market for parking spaces for residential units in a mixed-use development. The parking code also has a different ratio for multifamily developments that are not part of a mixed-use development. That ratio is 1.5 spaces per dwelling unit, with one additional space for each 10 dwelling units in the overall development. For example, if I build a 200-unit

apartment complex, I need to provide 300 spaces plus 20 more overflow spaces for a build-out ratio of 1:6 spaces per dwelling unit. If any of those surface parking spaces are "assigned" they cannot count towards the minimum requirement. The 320-space parking lot for the 200-unit apartment complex would take up at least 2.5 acres of land. The footprint of the residential buildings in this example (eight 24-unit buildings and one 8-unit building) would only take up 1.7 acres of land. The off-street parking code requires more land for cars than it does for housing people. Required off-street parking can add 10% to 20% of the cost of building a dwelling unit in a multifamily development. The draft amendment will allow each developer to provide just one off-street parking space per dwelling unit. The requirement for overflow parking or penalties for assigned parking spaces has been removed. Many multifamily developers will choose to provide more off-street parking than the proposed minimum requirement.

Many urban and metropolitan areas in the United States have chosen to eliminate all minimum off-street parking standards from their development codes. Sixty-six cities in the US have eliminated all off-street parking mandates. These cities are diverse and include smaller cities and cities with similar populations and demographics as Billings. No cities in the Rocky Mountain West have eliminated all off-street minimum parking standards. Billings eliminated parking minimums from the CBD (1984) and EBURD (2012) zone districts.

## **STAKEHOLDERS**

The planning staff sent out drafts of the zoning amendment to the Home Builders Association, the Billings Area Realtors and several builders, developers and professional consultant firms. A legal ad was published, and the information was posted on the Planning Division's website. No concerns or comments have been shared with the planning staff as of the writing of this report.

### **Zoning Commission Public Hearing May 7, 2024**

The Zoning Commission held its public hearing on the amendments and received the staff recommendation and testimony from John Halverson of 239 Avenue F. Based on discussion with the Zoning Commission, a minor adjustment was made to the revision to the Central Business District description, and to the Use Table. Mr. Halverson testified in favor of the amendments especially the changes to the off-street parking code. He stated the government should allow the market to figure out the appropriate off-street parking and the regulations have demonstrated our ineffectiveness in setting efficient parking ratios.

Chair Daniel Brooks closed the public hearing. Commission member David Goss made a motion to recommend approval with the minor wording changes and adoption of the 10 review criteria. The motion was seconded by Commission member Greg McCall and unanimously approved on a 4-0 vote. Commission member Beau Mulvaney was absent from the meeting.

## **ALTERNATIVES**

The City Council may:

- Approve and adopt the findings of the ten review criteria for the text amendments as recommended by the Zoning Commission; or
- Approval some of the proposed text amendments; or
- Deny and adopt different findings of the ten review criteria for the text amendments; or
- Delay action on the text amendments

It is important to note that if the City Council does not approve the changes, Billings will be out of compliance with state law and could be challenged.

## **FISCAL EFFECTS**

Approval of some or all of the text amendments to the zoning regulations will have a financial impact on the City Clerk's or Planning Division's budget. The city contracts with Municode to incorporate changes to the city's code to ensure consistency and accuracy. Municode charges for the city for this service. City Administration has historically distributed these costs to departments and divisions based on the code amended. However, changes to the City code do not just benefit or affect the Planning Division, or any other Department. The entire community is affected by City code changes and so the cost of updating the City code should be covered by the General Fund which distributes the cost across all users of City services.

## **SUMMARY**

Prior to making a decision on the text amendments the City Council shall consider the Zoning Commission's recommended findings as follows:

1. Is the new zoning designed in accordance with the Growth Policy?

The proposed minor amendments are consistent with 2016 Growth Policy and the Project ReCode Guiding Principles:

2016 Growth Policy:

- Essential Investments (relating public and private expenditures to public values)
- Place Making (Enhance, maintain, preserve, and improve existing public places)
- Community Fabric (attractive, aesthetically pleasing, uniquely Billings)
- Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods)
- Home Base (healthy, safe and diverse housing options)
- Mobility and Access (transportation choices in places where goods and services are accessible to all)
- Prosperity (promoting equal opportunity and economic advancement)

Project ReCode Steering Committee Guiding Principles (2019):

- CLARIFY AND SIMPLIFY - All new regulations will be written in Plain English to maximize readers' ability to find what they need, understand what they find, and use what they find to meet their needs.
- REGULATE WHAT MATTERS - The regulations will have a clear alignment with community goals today while allowing for changing goals in the future.
- PRESERVE AND PROTECT THE RIGHTS OF OWNERS AND RESIDENTS - The regulations will recognize and incorporate clear and well-defined processes that uphold property rights and access to housing choices.
- PREVENT CONFLICTS - The regulations will be internally consistent and will not create direct or un-reconcilable conflicts.
- OPTIONS AND CONTEXT - The regulations will provide a range of site development options with clear criteria and guidelines for allowing alternatives to future development as well as changes to existing neighborhoods as the community's goals change.
- MAINTAIN WHAT WE CARE ABOUT - The regulations will encourage stability of existing neighborhoods while allowing for changes over time.
- FILL THE VOID -- The regulations will consider and include land uses and combinations of land uses that have been overlooked or not considered in the current code and methods for accommodating new use options.
- PROSPERITY -- The regulations will serve to support the community's need and desire to remain regionally competitive in the recruitment of businesses, expansion of existing business, and private investment in the economy, all to promote job creation.

2. Is the new zoning designed to secure from fire and other dangers?

A finding for this criteria is not relevant in the context of adjustments to the code.

3. Whether the new zoning will promote public health, public safety and general welfare?

Public health and safety will be promoted through the text amendments. Amending the local code to align with the state law requirements will promote regularity in the application of law. This promotes public health, safety and general welfare.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?

A finding for this criteria is not relevant in the context of adjustments to the code.

5. Will the new zoning provide adequate light and air?

A finding for this criteria is not relevant in the context of adjustments to the code.

6. Will the new zoning effect motorized and non-motorized transportation?

A finding for this criteria is not relevant in the context of adjustments to the code.

7. Will the new zoning will promote compatible urban growth?

The zoning amendment promotes compatible urban growth in the areas of the City by correcting errors in the adopted code.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

A finding for this criteria is not relevant in the context of adjustments to the code.

9. Will the new zoning conserve the value of buildings?

A finding for this criteria is not relevant in the context of adjustments to the code.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?  
A finding for this criteria is not relevant in the context of adjustments to the code.

---

**Attachments**

Ordinance ZC 1041  
SB 245 Adopted Bill

ORDINANCE 24-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE REGULATIONS IN SECTIONS 27-400, 27-  
-900, 27-1000, and 27-1300, BE AMENDED TO CONFORM  
TO STATE LEGISLATION PASSED BY THE 68<sup>TH</sup>  
LEGISLATURE IN 2023, TO AMEND AND CLARIFY THE  
ZONING REGULATIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1. RECITALS.** Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC, provide for amendment to the text of the Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed changes to the zoning regulations that pertain to all the real property within the City of Billings. 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.** Sections 27-400 – Mixed-Use and Commercial Districts; 27-900 – EBURD Districts; 27-1000 – Uses and Use Standards, and 27-1300 – Off Street Parking, have been found to not conform to the recently passed state law (SB 245, Chapter 499) regarding the allowance for multiple-unit dwellings in commercial zones that are served by municipal water and sewer; and to not conform to the maximum number of off-street parking spaces required for such multiple-unit dwellings in those zone districts. This affects the substance of the zoning regulations. Local regulations must conform to the criteria and guidelines for zoning regulations as provided in MCA 76-2-304 and 76-2-309.

**Section 3. ZONE REGULATION AMENDMENTS**

a. **Section 27-400 is amended as follows:**

**Sec. 27-402. District descriptions.**

Commercial and mixed-use districts are primarily intended to allow a mix of uses within appropriately scaled buildings to maintain and promote the desired physical character of the downtown and commercial nodes and corridors within the city.

A. *CBD: Central business district.* The CBD district is the downtown mixed-use core intended to continue the existing character of the highly walkable downtown commercial corridors with storefronts and residential uses on the ground story and upper story ~~residential~~, lodging, and office uses.

B. *DX: Downtown support.* The DX district is intended primarily for use surrounding the (CBD) district and would accommodate highly walkable, higher intensity office and residential uses in support of the CBD.

C. *CMU1: Corridor mixed-use.* The CMU1 district is intended to accommodate commercial and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Commercial uses in the CMU1 district may be somewhat larger in scale and more flexible than the neighborhood mixed-use district, including more auto-oriented uses such as gas stations. While ground stories along streets are intended for commercial uses, ~~the upper~~ any storyies could accommodate residential and/or office uses.

D. *CMU2: Corridor mixed-use and commercial centers.* The CMU2 district is similar in intent to CMU1, supporting commercial and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. 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. While ground stories along streets are intended for commercial uses, ~~the upper~~ any storyies could accommodate residential and/or office uses.

E. *NMU: Neighborhood mixed-use.* The NMU district is intended to accommodate a mix of uses, primarily located along neighborhood corridors, that are highly walkable and accessible to pedestrians. Includes ground story uses focused on daily needs primarily for adjacent neighborhood residents, such as corner stores, personal services, and small restaurants. ~~Upper stories~~ Any story can accommodate residential and/or office uses.

F. *NO: Neighborhood office.* The NO district is intended to accommodate office and office/residential uses on neighborhood corridors and internal neighborhood locations where other commercial uses are inappropriate. This district is meant to be highly walkable and accessible to pedestrians and to fit well with the context of adjacent neighborhood residential buildings, when located on corners or block ends.

G. *CX: Heavy commercial.* The CX district is intended for heavy commercial, wholesale, warehouse-distribution facilities, and contractor commercial uses. This district allows outdoor storage and accommodates truck traffic. This district is intended to be located along corridors where proximity to residential and walkable mixed-use development is limited. Basic setback and height parameters apply.

**b. Section 27-900 is amended as follows:**

27-901.B. *EBURD zoning districts.* The areas and boundaries of the districts listed below are hereby established to scale as shown on the map entitled Billings Urban Zoning Jurisdiction, available at the city offices.

1. *EBURD RSV: Rail Spur Village District.* The Rail Spur Village District is intended to create a walkable neighborhood focused on residential uses with associated green spaces and commercial businesses with the appropriate form.
2. *EBURD RSVMS: Rail Spur Village Main Streets District.* The Rail Spur Village Main Streets include the extension of the Montana Avenue into the EBURD as well as the North 20th Street corridor from Montana Avenue to 6th Avenue North. This district is intended to create continuous, walkable, shopping and dining corridors ~~with upper floor~~ including residential and office uses.
3. *EBURD CW: Central Works District.* The Central Works District is intended to allow a flexible mix of uses, including commercial and light industrial uses.
4. *EBURD 13th: North 13th Street Main Street District.* The North 13th Street Main Street is intended to provide a walkable, shopping and dining corridor ~~with upper floor~~ including office and residential adjacent to the Central Works and Industrial Sanctuary districts, while allowing appropriate craftsman industrial and commercial businesses.
5. *EBURD IS: Industrial Sanctuary District.* The Industrial Sanctuary District is intended to allow a wide mix of industrial businesses within the area with limited form requirements.

**c. Section 27-1002.A.2 is amended as follows:**

Sec. 27-1002. - Uses by district.

A. Use table. Table 27-1000.1, Permitted Primary Uses, identifies the permitted primary uses in each zoning district. Each use is given one of the following designations for each zoning district in which that use is permitted:

1. Permitted /P/. These uses are permitted by-right in the zone districts in which they are listed. Permitted uses are required to comply with applicable use-specific standards identified in this article.
2. Permitted in a specified location, such as on upper stories or in the back of a structure/PL/. These uses are permitted by-right in the districts in which they are listed, provided that the uses are located in the upper stories of a structure. These uses may also be located in the ground story provided that they are located beyond a depth of at least twenty (20) feet from the front facade.
3. Permitted with use restrictions /PR/. These uses must comply with the use restrictions identified in this zoning code, including those restrictions included in this article and any use restrictions identified in the zone district where the uses is proposed to be located.

4. Requires a special review /SR/. These uses require special review by the city zoning commission are not permitted uses in the districts in which they are listed but may be allowed as special exceptions subject to specific conditions. Uses permitted by special review must follow any applicable development standards associated with the use as well as meet the requirements of the special review.

5. Uses that are not permitted are indicated by a blank space.



**Section 27-1002.C – Uses by District – Table 27-1000.1 is amended as follows:**

| Table 27-1000.1:<br>Permitted Primary Uses | Residential |    |    |     |          |          |     | Mixed-Use and Commercial |               |               |               |               |               |          | Indust. |    | EBURD         |          |          |               | Public |    |           |           | Additional Standards |           |                |
|--------------------------------------------|-------------|----|----|-----|----------|----------|-----|--------------------------|---------------|---------------|---------------|---------------|---------------|----------|---------|----|---------------|----------|----------|---------------|--------|----|-----------|-----------|----------------------|-----------|----------------|
|                                            | N3          | N2 | N1 | NX1 | NX2      | NX3      | RMH | NO                       | NMU           | CMU1          | CMU2          | DX            | CBD           | CX       | I1      | I2 | RSV<br>MS     | RSV      | CW       | 13            | IS     | P1 | P2        | P3Civ     |                      | P3 Ed     | P3<br>Med      |
| <b>RESIDENTIAL</b>                         |             |    |    |     |          |          |     |                          |               |               |               |               |               |          |         |    |               |          |          |               |        |    |           |           |                      |           |                |
| Households Living (du/structure)           |             |    |    |     |          |          |     |                          |               |               |               |               |               |          |         |    |               |          |          |               |        |    |           |           |                      |           |                |
| 1 du                                       | P           | P  | P  | P   |          |          | P   | P                        | <del>PL</del> | <del>PL</del> | <del>PL</del> | <del>PL</del> | <del>PL</del> |          |         |    | <del>PL</del> | P        | P        | <del>PL</del> |        |    | PR        | PR        | PR                   | PR        | 27-1003        |
| 2 dus                                      |             | P  | P  | P   | P        |          |     | P                        | <del>PL</del> | <del>PL</del> | <del>PL</del> | <del>PL</del> | <del>PL</del> |          |         |    | <del>PL</del> | P        | P        | <del>PL</del> |        |    | PR        | PR        | PR                   | PR        | 27-1003        |
| 3—4 dus                                    |             |    |    | P   | P        |          |     | P                        | <del>PL</del> | <del>PL</del> | <del>PL</del> | P             | P             |          |         |    | <del>PL</del> | P        | P        | <del>PL</del> |        |    | PR        | PR        | PR                   | PR        | 27-1003        |
| <b>5 dus</b>                               |             |    |    |     | <u>P</u> | <u>P</u> |     | <u>P</u>                 | <u>P</u>      | <u>P</u>      | <u>P</u>      | <u>P</u>      | <u>P</u>      | <u>P</u> |         |    | <u>P</u>      | <u>P</u> | <u>P</u> | <u>P</u>      |        |    | <b>PR</b> | <b>PR</b> | <b>PR</b>            | <b>PR</b> | <b>27-1003</b> |
| 5 <del>6</del> —8 dus                      |             |    |    |     | P        | P        |     |                          | <del>PL</del> | <del>PL</del> | <del>PL</del> | P             | P             | <u>P</u> |         |    | <del>PL</del> | P        | P        | <del>PL</del> |        |    | PR        | PR        | PR                   | PR        | 27-1003        |
| 9+ dus                                     |             |    |    |     |          | P        |     |                          |               | <del>PL</del> | <del>PL</del> | P             | P             | <u>P</u> |         |    | <del>PL</del> | P        | P        | <del>PL</del> |        |    | PR        | PR        | PR                   | PR        | 27-1003        |



**d. Section 27-1003 is amended as follows:**

C. Household living.

~~1. In mixed-use and commercial and EBURD districts, dwelling units shall be located either above the ground floor or on the ground floor at least twenty (20) feet from the front façade;~~

~~1. 2.~~ Where permitted in any P2 or P3 district, dwelling unit availability, regardless of ownership, is limited to residents associated with the district's primary institution. For example, a medical campus could provide dwelling units for patient families, visiting medical staff, and hospital employees.

~~2. 3.~~ Residential dwellings in a P3 district that are located within one hundred fifty (150) feet of the campus perimeter shall meet the site design standards for the appropriate NX zone based on the number of units.

**e. Sections 27-1302.B and Table 27-1300.1 Off-Street Parking Standards are amended as follows:**

**Sec. 27-1302. Calculation of required parking.**

A. *Required parking.*

1. Required off-street parking spaces shall be provided in conformance with Table 27-1300.1, Off-Street Parking Standards, unless modified by article 27-1100, Proportionate compliance.
2. In the case of mixed uses, the total requirements for the various uses shall be computed separately unless the joint use provisions of section 27-1304 apply.

B. *Calculation of required parking.*

1. When determination of the number of parking or loading spaces results in a requirement of a fractional space, any fraction shall be rounded up and counted as one parking space.
2. When there are multiple structures on a lot or multiple uses in a structure, parking shall be calculated separately for each different use area in a building or on a site, including all accessory uses.
3. Parking spaces required on a per-employee basis shall be based on the maximum number of employees on duty and/or residing on the premises at any one time.
4. Parking spaces required based on the number of beds in a facility shall be calculated based on the number of beds accommodated in the design capacity of the facility.
5. When the standards use seating as a unit of measurement, all calculations shall be based on the number of fixed seats. If fixed seats are not provided, then parking shall be determined at a rate of one space per four (4) occupants unless otherwise specified in Table 27-1300.1, Off-Street Parking Standards.
6. When the standards use the number of occupants as a unit of measurement, all calculations shall be based on the maximum occupant load, as determined by the adopted building code.

7. ~~Surface parking spaces provided for multiple-unit structures shall not be assigned and shall be available to all residents unless approved through article 27-1600, Master site plan. Where surface parking is assigned, the minimum number of spaces provided shall be increased by twenty (20) percent.~~

**Table 27-1300.1. Off-Street Parking Standards.**

| Use                                          | Required Parking                                                             |
|----------------------------------------------|------------------------------------------------------------------------------|
| <b>RESIDENTIAL</b>                           |                                                                              |
| Households Living (dwelling unit/structure)  |                                                                              |
| Dwelling, single unit, detached and attached | 2 per du                                                                     |
| Dwelling, multiple unit structure            | 1.5 per du + 1 guest space per 10 units; subsection 27-1302.B.7 also applies |
| Dwelling unit in a mixed-use structure       | ≥ 1 per du                                                                   |
| Accessory dwelling unit                      | Section 27-10098 (ADU standards)                                             |
| Manufactured Home (Class A, B, C)            | 2 per du                                                                     |

**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 28<sup>th</sup> day of May, 2024.

PASSED, ADOPTED and APPROVED on second reading this 10<sup>th</sup> day of June, 2024

CITY OF BILLINGS

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

William A. Cole, Mayor

Attest:

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

Denise R. Bohlman, City Clerk

Zone Change 1041 - Zoning Code Amendments Phase 4 – Legislative



AN ACT REVISING MUNICIPAL ZONING LAWS; REQUIRING CERTAIN MUNICIPALITIES TO ALLOW MULTIPLE-UNIT DWELLINGS AND MIXED-USE DEVELOPMENT; PROVIDING DEFINITIONS; AMENDING SECTIONS 76-2-304 AND 76-2-309, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE AND A RETROACTIVE APPLICABILITY DATE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

**Section 1.** Section 76-2-304, MCA, is amended to read:

**"76-2-304. Criteria and guidelines for zoning regulations.** (1) Zoning regulations must be:

- (a) made in accordance with a growth policy; and
- (b) designed to:
  - (i) secure safety from fire and other dangers;
  - (ii) promote public health, public safety, and the general welfare; and
  - (iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other

public requirements.

(2) In the adoption of zoning regulations, the municipal governing body shall consider:

- (a) reasonable provision of adequate light and air;
- (b) the effect on motorized and nonmotorized transportation systems;
- (c) promotion of compatible urban growth;
- (d) the character of the district and its peculiar suitability for particular uses; and
- (e) conserving the value of buildings and encouraging the most appropriate use of land throughout

the jurisdictional area.

(3) (a) In a municipality that is designated as an urban area by the United States census bureau with a population over 5,000 as of the most recent census, the city council or other legislative body of the

municipality shall allow as a permitted use multiple-unit dwellings and mixed-use developments that include multiple-unit dwellings on a parcel or lot that:

(i) has a will-serve letter from both a municipal water system and a municipal sewer system; and

(ii) is located in a commercial zone .

(b) Zoning regulations in municipalities meeting the requirements of subsection (3)(a) may not include a requirement to provide more than:

(i) one off-street parking space for each unit and accessible parking spaces as required by the Americans With Disabilities Act of 1990, 42 U.S.C. 12101, et seq.; or

(ii) an equivalent number of spaces required under subsection (3)(b)(i) provided through a shared parking agreement.

(4) As used in this section, the following definitions apply:

(a) "Mixed-use development" means a development consisting of residential and nonresidential uses in which the nonresidential uses are less than 50% of the total square footage of the development and are limited to the first floor of buildings that are two or more stories.

(b) "Multiple-unit dwelling" means a building designed for five or more dwelling units in which the dwelling units share a common separation like a ceiling or wall and in which access cannot be gained between units through an internal doorway, excluding common hallways."

**Section 2.** Section 76-2-309, MCA, is amended to read:

**"76-2-309. Conflict with other laws.** (1) Wherever the regulations made under authority of this part require a greater width or size of yards, courts, or other open spaces; require a lower height of building or ~~less~~ a fewer number of stories; require a greater percentage of a lot to be left unoccupied; or impose other higher standards than are required in any other statute or local ordinance or regulation, the provisions of the regulations made under authority of this part ~~shall~~ govern.

(2) Wherever the provisions of any other statute or local ordinance or regulation require a greater width or size of yards, courts, or other open spaces; require a lower height of building or a ~~less~~ fewer number of stories; require a greater percentage of a lot to be left unoccupied; or impose other higher standards than are required by the regulations made under authority of this part, except for restrictions provided in 76-2-304(3),

the provisions of ~~such~~the other statute or local ordinance or regulation ~~shall~~ govern."

**Section 3. Effective date.** [This act] is effective on passage and approval.

**Section 4. Retroactive applicability.** [This act] applies retroactively, within the meaning of 1-2-109, to municipal zoning regulations enacted or adopted on or before [the effective date of this act].

- END -

I hereby certify that the within bill,  
SB 245, originated in the Senate.

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Secretary of the Senate

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President of the Senate

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

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Speaker of the House

Signed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

SENATE BILL NO. 245

INTRODUCED BY D. ZOLNIKOV, C. FRIEDEL, J. ELLSWORTH, K. BOGNER

AN ACT REVISING MUNICIPAL ZONING LAWS; REQUIRING CERTAIN MUNICIPALITIES TO ALLOW MULTIPLE-UNIT DWELLINGS AND MIXED-USE DEVELOPMENT; PROVIDING DEFINITIONS; AMENDING SECTIONS 76-2-304 AND 76-2-309, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE AND A RETROACTIVE APPLICABILITY DATE.

**City Council Regular**

**Date:** 05/28/2024  
**Title:** Zone Change 1047 - Copper Ridge Subdivision, 7th & 8th Filing - N3 to P1 and N1  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00063

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**RECOMMENDATION**

The Zoning Commission recommends approval and adoption of the findings of the 10 review criteria for Zone Change 1047 on a 3-1 vote.

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

This is a zone change request for a property currently zoned Suburban Neighborhood (N3) in the 7th and 8th Filings of Copper Ridge Subdivision located on the west end of Rimrock Road. Rimrock Road essentially dead ends at the railroad right of way at the city limits. There is a rail trestle that allows passage under the tracks, but it is rarely used except by property owners to the west.

This is a revision of the original application submitted in February 2024. The applicant requested a delay of the scheduled March 5, 2024, Zoning Commission hearing in order to revise the request in response to neighborhood concerns. The original application included Mixed Residential zone districts (NX1 and NX3). The revision removed those districts and expanded the area for First Neighborhood (N1) zoning and for the Public 1 (P1) zone for parks and open space. The applicant is proposing to re-zone approximately 62.5 acres of yet-to-be developed portions of Copper Ridge. The zoning before the 2021 update was Residential 5,000 (R50) to allow the development of two-family dwellings on lots of at least 8,000 square feet. When the city consolidated and changed to neighborhood zone districts, most of Copper Ridge Subdivision was updated to N3. The owners now want to re-zone the undeveloped land to allow more housing choices in the last phases of Copper Ridge Subdivision. The proposed zoning will include 46.01 acres of First Neighborhood (N1) zoning to accommodate single and two-family dwellings on lots that require less street frontage, and 16.59 acres of Public 1 (P1) zoning to meet the dedication requirements for parkland in subdivisions and provide a larger central neighborhood park. The applicant has submitted an exhibit that shows the exact proposed zone boundaries for each new zone district. The N1 zoning allows 2.5 story residences (up to 27 feet), and the P1 zone allows structures that accommodate and complement park uses.

This area of Billings has been developing over the past 20 years following the extension of 8 miles of city and water infrastructure past Shiloh Road (2001/2002). This allowed Ironwood Subdivision, Augusta Ranch and Falcon Ridge subdivisions to develop in low density suburban neighborhoods. These facility extensions were done by the city with only minor contributions from the developers except where the water and sewer lines entered the new subdivisions. This also allowed the Yellowstone Club Estates subdivision to annex and connect to the municipal sewer services. The city also took over the existing water service pipes and infrastructure from the homeowner's association.

After the development of several hundred homes in this area, the city needed to install a new water reservoir above Ironwood Subdivision to ensure adequate water pressure for homes, especially those with a 2nd or 3rd story. It is estimated by City Utilities that 16% of all daily city water demand during the summer months is from this area of West Billings. This area is about 744 acres, with about 1,650 dwellings. The estimated population is 3,800 residents. This is about 3% of the total population of the city.

There are very few housing types available in this area of West Billings. There are a few duplexes and some 4-unit buildings in Falcon Ridge Subdivision. Coal Creek Subdivision south of Falcon Ridge is all two-unit townhomes. Augusta Ranch also has a handful of single unit townhomes on the east side of Molt Road. Most vacant lots for development are between 1/4-acre up to 3/4-acre lots. The market value of vacant land for sale in this area of Billings ranges from \$225,000 per acre up to \$450,000 per acre. The Department of Revenue assessed values of vacant land range from \$125,000 per acre up to \$350,000 per acre.

A few annexed and subdivided parcels have brought in new zone districts and housing options to West Billings including Sweetgrass Creek (south of Rimrock Rd between 54th St W and 58th St W), Buffalo Crossing and 54 West Subdivision at 54th St W and Rimrock Rd. Existing subdivisions with undeveloped land are also beginning to

recalculate the market for housing choice in West Billings.

Housing demand reached a high level in 2021 and the trend continues into 2024. 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. Smaller households, aging residents and the higher cost of all housing have driven the demand for dwellings with more modest lot area to ease long-term maintenance costs, and to provide financially attainable homes for this part of the market. Demand for new dwellings of all types is high, but developers have not kept up with demand. Development has been hampered in part by hyper-inflation of the cost of building materials during the COVID-19 pandemic, labor shortages, and interest rate hikes over the past two years. New dwellings (detached single family homes) that have received final occupancy approval average about 298 per year over the last 4 calendar years but demand for this type of dwelling is about 40% higher than supply. Two-family dwellings and townhomes are also not meeting demand in this market.

Developers have made robust investments in expanding the variety of housing choices in West Northwest Billings. There have been more new residential developments south of Broadwater Avenue than this area to the north and west. The most recent development in West Billings with more than just single family dwellings is the Zimmerman Home Place apartments approximately five miles to the south and west. Townhomes and two-family dwellings are also in demand in West Billings, but there are few opportunities for this type of housing.

There are challenges to an area of urban development that is on property on the very edge of the urban/rural interface with only a small amount of existing suburban development (east). It is not possible to project future development in areas outside the County's zoning boundary. The property south of Rimrock Road has been added to the area of anticipated annexation in the next five years. This is not meant to ensure existing development patterns continue to the edge of the city limits. The development plan should include similar and compatible zone districts, connectivity where and when needed, and recognition of similar goals for all types of property. The 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan goals and policies support the proposed changes to the district zone boundaries. 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 25, 2024, at 7043 Copper Sunset Drive. The pre-application meeting synopsis is attached to this report. Twenty-nine surrounding property owners signed the attendance sheet for the meeting. The Planning staff has received copies of emails on this zone change that were sent to the City Council as well as a number sent directly to staff prior to the Zoning Commission meeting. Planning staff provided some clarification to neighborhood inquiries on the proposed zone change and how traffic impacts are evaluated and at what point those impacts can be evaluated. The applicant revised the application after an approved delay of the public hearing on March 5, 2024, by the Zoning Commission. Much of the public comment came based on the original zoning application.

### **Zoning Commission hearing March 5, 2024**

The applicant requested in writing and in person a delay of the public hearing until the May 7, 2024, Zoning Commission meeting. The applicant explained the owner wished to revise the application in response to neighborhood concerns. The Zoning Commission granted the delay to the May 7, 2024, hearing date. The Zoning Commission ensured the revised application would be published as a legal ad, the property re-posted, and the surrounding owners on the 1/4-mile mailing list received a new public hearing notice.

### **Zoning Commission hearing May 7, 2024**

The Zoning Commission held its public hearing on May 7, 2024, and received the staff recommendation, testimony from the applicant's agent, John Halverson of Sanderson Stewart, and testimony from several surrounding property owners including Hillary Johnson of 3015 Cove Creek Circle, Ace Olszowka of 4818 Audubon Way, Eric Panknin of 7035 Shiny Penny Way, Gary and Angela Lapin of 7045 Shiny Penny Way, Denise Smith of 3039 Forbes Blvd, and Dave Halland of 3044 W Copper Ridge Loop. Several email letters of comment were received in the days prior to the hearing and those emails were entered into the record, provided to the Zoning Commission and available for viewing in the ex parte notebook at the hearing. These are included as an attachment to this report.

Mr. Halverson provided a presentation to the commission that included information on how the application complies

with the neighborhood plans, is responsive to the neighborhood concerns and helps achieve several important goals of the growth policy, including providing a variety of housing choices in all neighborhoods, allowing efficient use of the land, providing more parks and open space area and allows the developer to meet the demand of the entry-level housing market in the 300K to 500K price range. Mr. Halverson stated that existing homes in previous filings of Copper Ridge are not attainable for the average or above average household income families. More than 80% of the homes available are in the 500K to 700K price range. He stated the developer would like to introduce smaller lots and more affordable homes to these last two phases of Copper Ridge. He stated the developer, Williams Homes, builds quality products that will increase value in the area and spread the tax burden to more payers, so the city services are better supported over time. He stated the existing zoning would allow about 245 lots to be platted, and the proposed N1 zoning would allow about 300 lots. The additional 50 to 55 lots would not be a significant increase. He stated a subdivision that comes after the zone change decision will include a traffic impact analysis update, a street layout (not just a concept plan), and proposed lots. He stated the 7th and 8th Filings of Copper Ridge are already obligated to pay their proportionate share of the surrounding street improvement necessary to support the development.

Gary Lapin testified he was opposed to the zone change and any future development until the traffic issues and street problems are resolved. He stated that Rimrock Road has been decimated over and over again by construction traffic and all the new traffic from residents. He stated that Rimrock Road needs to be fully re-done, so it does not keep falling apart every season. He stated the developer had started and stopped inconsistently within the platted area, and it is creating a nightmare for residents.

Hillary Johnson testified in opposition to the zone change. She stated the surrounding elementary, middle schools and high school are all above capacity. She stated there is no way for the school district to keep up with the growth in this area with just the schools in place. She stated there are no walking paths except for the sidewalks on the local streets. She stated she often sees people trying to walk along Rimrock Rd and other external streets without sidewalks and this is dangerous. She stated the needed city infrastructure is lagging too far behind the building of new homes. She stated the traffic study should be done at the time of zoning - not at the time of subdivision. She stated it is important to ensure the safety of all residents in the area. She stated the commission should recommend a different zoning than the N1 requested. She stated the streets in the existing development should not connect to this new area, the N3 should be left in place along the common boundary, then P1 zoning to create a buffer and then N2 zoning for the remaining area. She stated there were irregularities in the required notifications for the pre-app meeting and for the submittal of the zone change revisions in April.

Ace Olszowka testified against the zone change. He stated that he does not live in the immediate area but believes no further development should happen until a bike path is completed between 54th St West and 70th St West along Rimrock Road. He stated this is achievable and should happen first before any more building or development occurs to the west.

Eric Panknin testified against the zone change. He stated he was concerned the developer would be changing the neighborhood too much. He stated when he bought in this neighborhood he thought all the future development would be the same. He stated no one is buying right now with the economy and interest rates where they are now. He stated there are many incomplete homes already in Copper Ridge that appear to have been abandoned by the developer. He stated he is definitely not in favor of this new zoning.

Angela Lapin testified against the zone change. She stated the covenants and restrictions for all of Copper Ridge state that the lots are only for residential use and only single-family detached dwellings are allowed. She stated the existing roads should not connect to the new roads in this development. She stated they have lived in a construction zone for at least 2 1/2 years so far, and the roads are getting too torn up.

Denise Smith testified in opposition to the zone change. She stated the covenants matter to the residents of Copper Ridge. She stated the road system is land locked. Rimrock Rd cannot expand to the west and there are no north/south arterial streets to handle all the traffic from the existing developments in the area. She stated she worked hard to achieve the ability to buy a home in Copper Ridge. She stated she is in favor of affordable housing options, but it should be done in an area that is more logical and not on the far end of the subdivision. She stated there are no safe walking paths on the arterial streets and collectors that do exist. She stated in the few years she has lived in this area, traffic volume has increased exponentially. She stated high density like this zoning should be closer to town and to services. She stated this is not good infill for the city.

Dave Halland testified against the zone change. He stated that everyone knows Rimrock Road is a disaster because of all the traffic it has to handle from the existing developments. It sprouts new potholes every few weeks and all the construction traffic isn't helping. He stated he is in favor of affordable housing, but this is not the area for this type of housing. He stated the new Albertson's on Grand markets to the higher income people who live here, even including offering high-priced wine and over-priced everyday groceries. He stated that people who need an affordable home

could not shop at the new Albertsons due to the pricing.

Mr. Halverson provided rebuttal and answered some questions from the testimony. He stated the street layout and traffic impacts will be evaluated and managed at the next step of the development during the subdivision review. He stated the developer will be building a full-width sidewalk on the north side of Rimrock Rd and connecting the existing sidewalk further to the east. He stated the school capacity issues are also dealt with at the time of the subdivision reviews. He stated that while this is attainable housing for new families, it is not subsidized in any way and will be offered at market rates. He stated they will be building single-family homes, not high-density multifamily dwellings.

Chair Daniel Brooks closed the public hearing. Commission member Greg McCall made a motion to recommend approval and adoption of the findings of the 10 review criteria. The motion was seconded by Commission member Andy Megorden. Commission member Greg McCall stated that if there were a way to have a "do-over" the N1 zoning would be more centrally located in Copper Ridge, but the proposal is for the west end of the subdivision. He stated there is a dire need for this type of housing in Billings and smaller lots and more modest home sizes are the way we can encourage this development.

Commission member Dvaid Goss stated he understands the previous zoning was Residential 5,000, which allowed smaller lots and duplexes as well as more lot coverage, but at the time Williams Homes bought the property in its new zone of N3. He stated the new owner was aware of the zoning at the time of purchase, and the city has a certain obligation to existing property owners to maintain a status quo. He stated it is frustrating for residents to have no nearby commercial services, while more and more housing is built. The housing should follow commercial development when possible. He stated the commission cannot dictate where or when street connections happen.

Commission member Greg McCall stated he somewhat agrees with Mr. Goss, but pointed out that a zone change is an option for any property owner when the market changes. He stated the proposed N1 zoning has the potential to allow more people to buy homes in Billings. Mr. Goss stated he was hoping that some close-in and over-parked commercial properties would build residential developments on the vacant parking areas. These residents would naturally support those commercial uses. Mr. Goss re-stated his position on needing to provide predictability for current homeowners.

Commission member Andy Megorden stated this proposal as resubmitted is much better than the original proposal. He stated he has traffic concerns but understands the order of operations for development. He stated the N1 zoning is not a medium or high density zone and is compatible with the existing development. Chair Daniel Brooks stated he agreed with the comments of the other commission members and that the original proposal would not have gained his support. He stated the revision does have his support as it provides a small increase in density but maintains the overall character of the area. The Commission voted 3 in favor and 1 opposed to the motion to recommend approval. Commission member David Goss voted against the motion.

## **ALTERNATIVES**

The City Council may:

- Approve and adopt the Zoning Commission's recommended findings of the ten review criteria for Zone Change 1047; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1047; or,
- Delay action on the zone change request for up to 60 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 have not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or withdrawal of the application.

## **FISCAL EFFECTS**

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

## **SUMMARY**

Before making a decision, the City Council shall consider the findings recommended by the Zoning Commission as follows:

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 adjustment to the current zone districts and boundaries is consistent with the following adopted Policies of Planned Growth Goal 1: Establish Development Patterns that Use Land More Efficiently

- Policy A "Promote efficient utilization of land within the West Billings planning area by promoting well-designed, more pedestrian friendly, urban development patterns with a mix of uses and an efficient, creative use of land."
- Policy K "Increase residential densities within the West Billings planning area by approving requests for residential zoning that are consistent with this plan."
- Policy M "Development in the West Billings planning area shall provide for a variety of residential types and densities."
- Policy N "Medium and high-density residential development(including elderly and disabled housing) should be located nearby and within walking distance to commercial centers, medical facilities, parks, and recreational amenities."
- 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 new residential neighborhood. The proposed development will also have good access to outdoor activities. Current transportation options are limited to personal vehicles or cycling/walking. Rimrock Road has a multi-use path on the north side of street at 54th St West, and then marked on-street bike lanes from Shiloh Road to the east. The multi-use path is planned to continue to the west from 54th St West in the near future. The proposed zoning and development will provide for some variety of housing choices that are not abundant in this area of West Billings. The property is within walking distance to a future commercial center, parks and a multi-use trail system.

The proposed amendment is also 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 zoning will allow the existing homes in Copper Ridge to have parkland adjacent to the west before the change over to the N1 zoning that will allow single and two-family homes on smaller lots. The N1 lots will be similar to other neighborhoods - generally 30 to 50 feet along the street frontage with homes that are narrow or have a gable facing the street with an attached porch. The primary difference in the N1 and N3 zone is the minimum lot width. N1 allows a lot as narrow as 20 feet and N3 requires a minimum lot width of 65 feet. In addition, N3 allows larger and taller homes that can sit further back on the lot. The extreme curvilinear street design of Copper Ridge required some large building setbacks. The N3 zoning accommodates this street design. The proposed development of Copper

Ridge 7th and 8th Filing will have some curvilinear street layout, but it will be more like a traditional grid pattern. Wider lots in the N1 zone district could have 2-unit buildings or two separate dwellings on the same lot. These also may be developed as either rentals or as townhomes with individual owners. This will be the final phase of the subdivision build, so market conditions will dictate how this area is laid out and what types of housing is offered. West of 70th St West, the County zoning does not exist. There is no zoning to the north, west or south of the subject parcel. The only existing zoning is the zoning within the city in Copper Ridge Subdivision (N3). It is possible the land to the south may annex to the city and urban zoning would apply.

2) Is the new zoning designed to secure from fire and other dangers?

The proposed zoning of N1 requires minimum setbacks, open and landscaped areas and building separations which creates security from fire and other dangers. Street frontage - public or private - will be required, as well as street frontage landscaping, perimeter landscaping and screening based on the adjacent zoning and use, off-street parking and adequate pathways and driving aisles throughout to ensure public safety.

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 Neighborhood zones, but instead is promoted by all adopted zoning districts within the City of Billings. The site and structure regulations found in Section 27-300 districts promote the minimum standards to ensure public health and safety and promote general welfare. Provision of public health and safety services from the city will promote the general welfare of the area. The completion of the Copper Ridge neighborhood will promote public safety and the general welfare by ensuring Rimrock Road has the appropriate construction from 70th St West to the terminus of the city limits at the railroad right of way.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

- **Transportation:** The applicant will need to ensure the existing traffic impact study completed for the subdivision adequately addresses the new zoning and the specific development for the property. The Engineering Division will ensure this is done prior to any approval of a development plan. Each single family dwelling generates about 10-13 daily traffic trips.
- **Water and Sewer:** The City will provide water and sewer to the property. There will be no additional impacts to the system from the proposed changes. Existing seasonal low water pressure will be addressed by City Engineering.
- **Schools and Parks:** Schools and parks may be effected by the proposed zone change and completion of this city neighborhood. School District 2 did not provide any comments. Boulder Elementary School had 501 students in the current school year with a student teacher ratio of about 20 students per teacher. The student capacity of Boulder school is 450 students. Ben Steele has a capacity of 750 with 795 students enrolled last year with a teacher student ratio of 17.1 students per teacher. West High School has a capacity of 1,731 students with an enrollment last year of 2,180 students with a teacher student ratio of 15.91. The closest public park to the subject property is Copper Ridge neighborhood park on Lucky Penny Lane. The closest developed community park will be Cottonwood Park on 54th St West south of Rimrock Road. The city also owns Phipps Park, a 350-acre mostly natural park north of the railroad tracks. There are jogging trails and a disc golf course. This city park is outside the city limits. The planning staff did not receive any comments from Parks, Recreation and Public Lands staff concerning this zone change. The proposed zoning also includes about 16.5 acres of Public 1 zoning that will be for parkland. The types and locations of such open spaces will be determined at the time of a final development plan review by staff.
- **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?

Similar to criteria 2 and 3, the proposed N zone, like all zones, require minimum property line setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently vacant, therefore any new structure will be required to meet the standards required by Section 27-300.

6) Will the new zoning effect motorized and non-motorized transportation?

Non-motorized travel -- walking and biking -- is an essential part of the Copper Ridge neighborhood. This will continue to be the case in this final building phase of Copper Ridge. Pedestrian connections will be ensured through the development. The city will be undertaking improvements to Rimrock Rd west of 54th St W to complete pedestrian facilities and improve traffic safety. The most recent traffic counts at Rimrock Rd just west of the intersection with 62nd St West is about 2,500 vehicle trips per day. Improvements to this intersection are planned as part of the traffic management for the neighborhoods in the area.

7) Will the new zoning promote compatible urban growth?

The proposed increase in the overall development density is compatible with urban growth and the provision of city level services to the new residents. The proposed zone district boundaries are consistent with the urban growth in this area and will be compatible with the surrounding neighborhoods. Further site development requirements for parking, landscaping, frontage improvements will be required with new development. Additional housing types and choices will contribute to a neighborhood that is resilient and open to residents of all ages.

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 is completing the development of a city neighborhood. The city's investment in public infrastructure in the area is spurring the development of new areas for city infill. The existing zones and development pattern for the area is suitable for the N1 district as shown on the zoning exhibit.

9) Will the new zoning conserve the value of buildings?

The property is an undeveloped agricultural parcel that is in proximity to all city services. Approval of the zone change will provide a housing choice in a residential area where there are few options other than single unit dwellings on large lots. The zoning designation itself will not influence the value of buildings. In general, new development increases the value of adjacent property.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

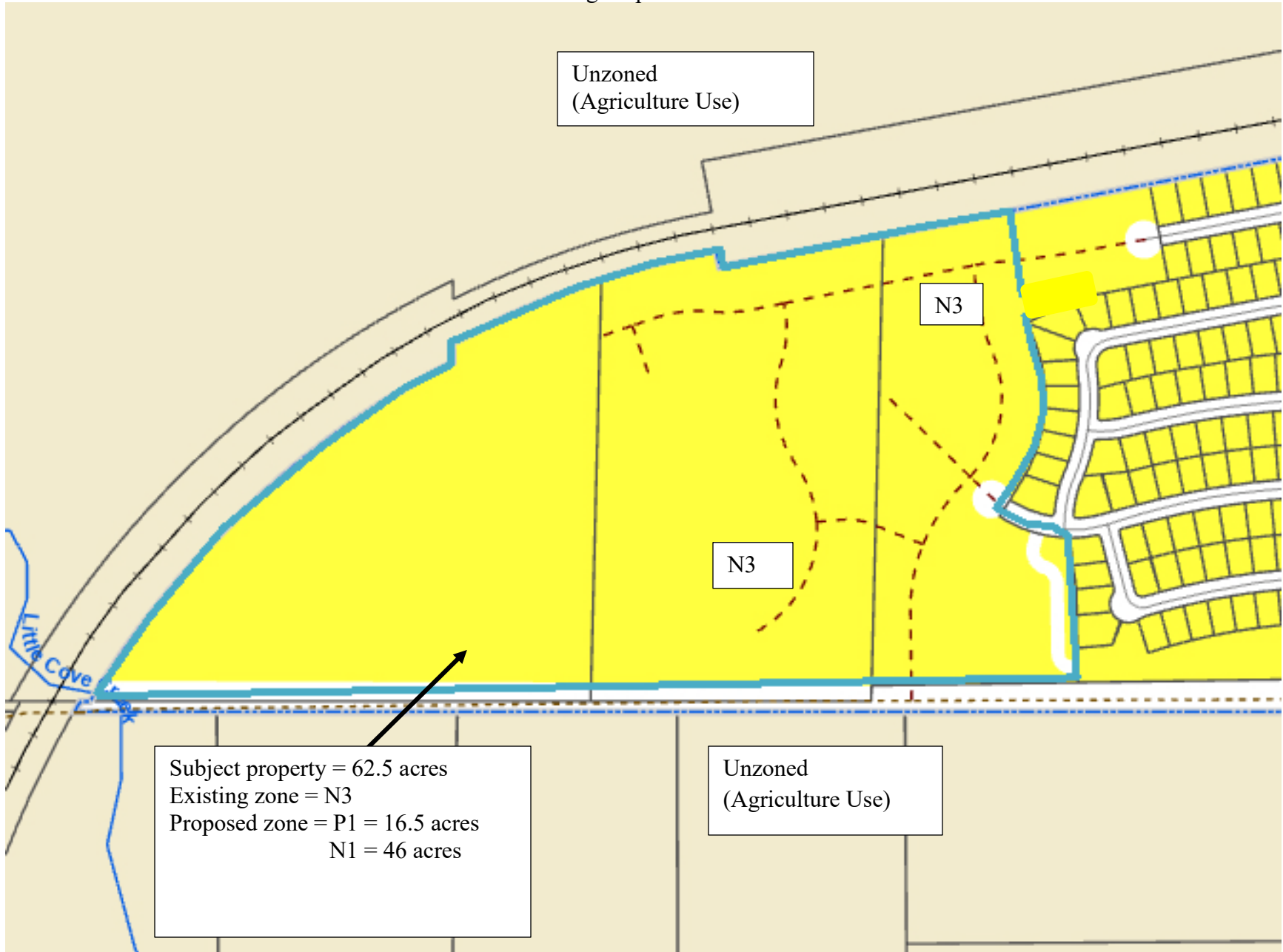
The proposed zoning will encourage the most appropriate use of this land in Billings. The proposed N1 is similar and compatible with the other two N zone districts of N3 or N2. The N1 zoning which allows single-family and two-family dwellings is compatible with the N3 to the east.

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#### Attachments

Updated Zoning Map and Site Photos ZC 1047  
ZC 1047 Chart of Zoning History  
ZC 1047 Pre app information  
Updated Applicant Letter ZC 1047  
Public comments as of April 15 2024  
ZC 1047 May public comments  
ZC 1047 Ordinance

City Zone Change 1047 – Copper Ridge 7<sup>th</sup> & 8<sup>th</sup> filings – N3 to P1, N1, NX1 and NX2  
Zoning Map and Site Photos



# Subject Property

## EXHIBIT A

ZONE CHANGE EXHIBIT

WITHIN

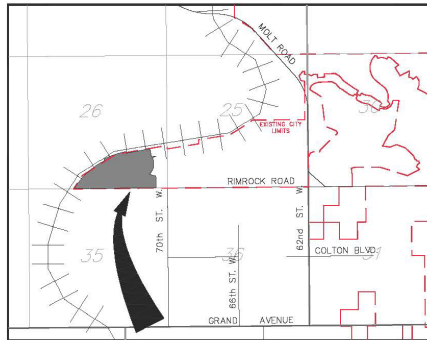
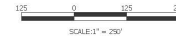
LOTS 15 AND 16, BLOCK 3 OF COPPER RIDGE, 7TH FILING AND A PORTION OF  
LOT 15A, BLOCK 3, COPPER RIDGE SUB, 8TH FILING

PREPARED FOR : WH COPPER RIDGE 54, LLC

PREPARED BY : SANDERSON STEWART 

APRIL, 2024

BILLINGS, MONTANA



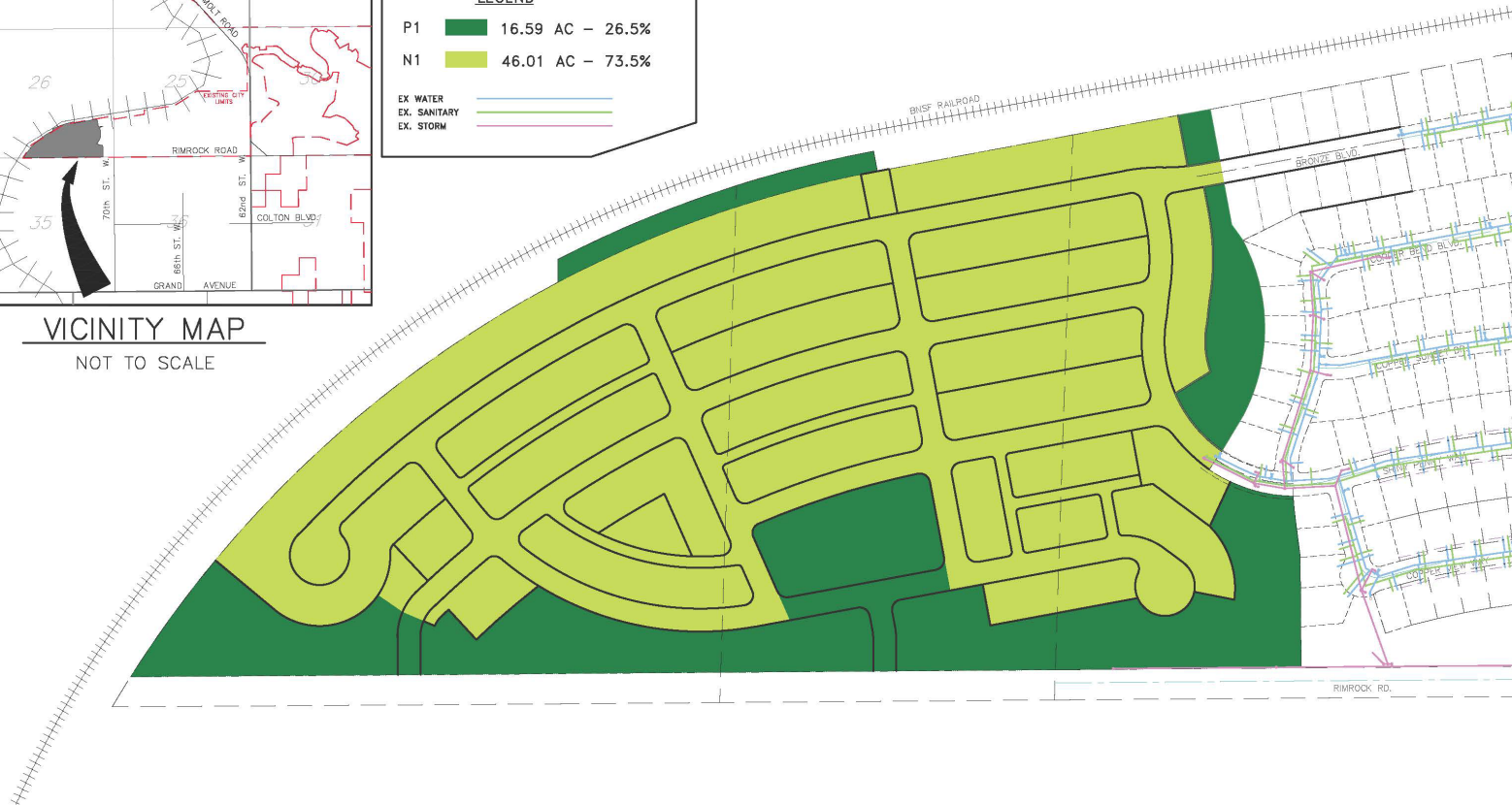
VICINITY MAP

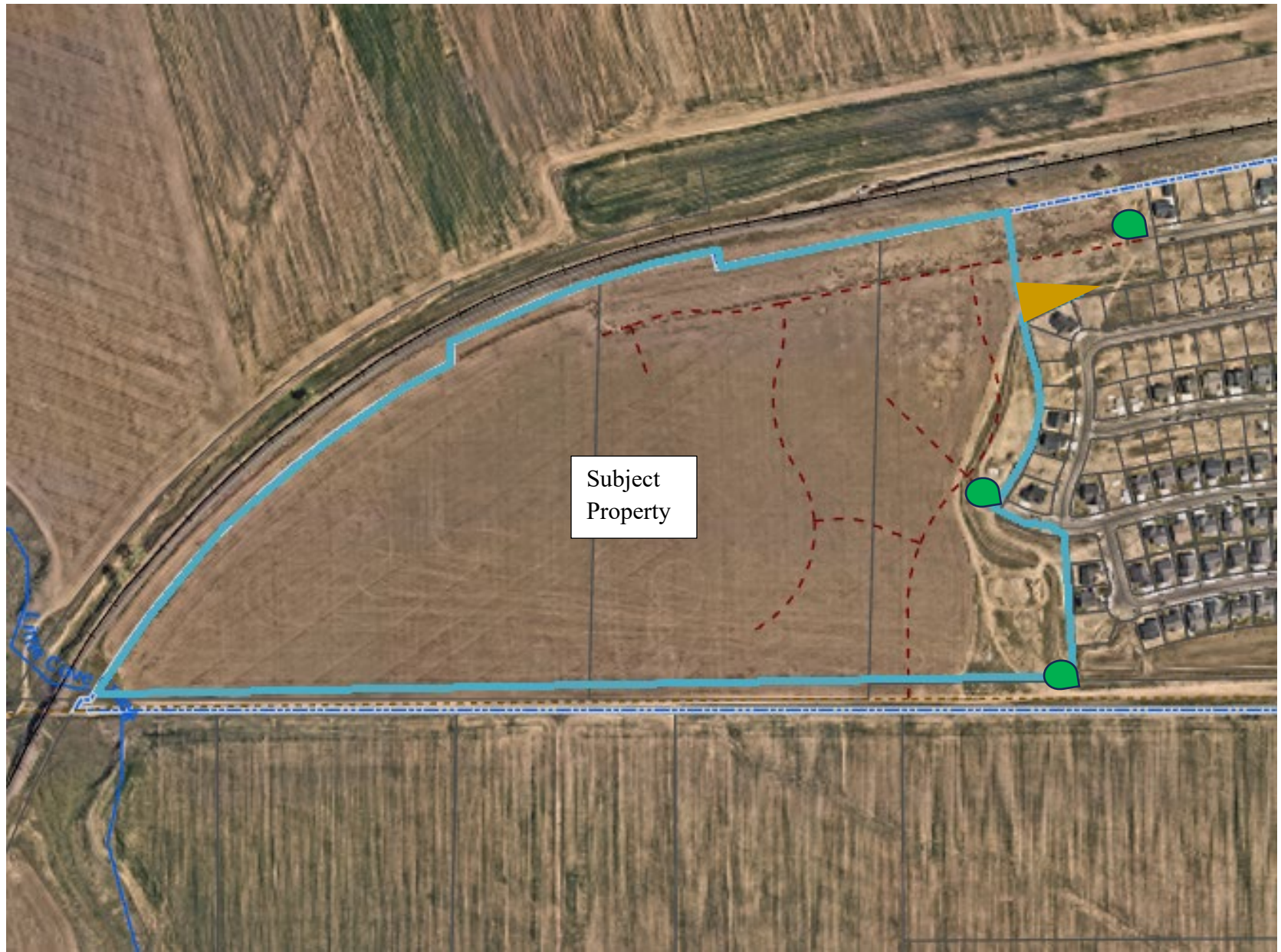
NOT TO SCALE

### LEGEND

- P1  16.59 AC - 26.5%
- N1  46.01 AC - 73.5%

- EX. WATER 
- EX. SANITARY 
- EX. STORM 





Subject  
Property



Location of Zoning Request Signs



Subject Property – view north and west from 70<sup>th</sup> St West



View north and east at homes on Copper View Way



View south from Rimrock Rd and 70<sup>th</sup> St W



View south on 70<sup>th</sup> St W



View north and west from the temporary dead-end of Shiny Penny Way



View north from Shiny Penny Way



View east on Shiny Penny Way



View west from temporary dead-end of Bronze Blvd



View north and west from Bronze Blvd



View east on Bronze Blvd

Zoning History for City ZC 1047 – Copper Ridge 7<sup>th</sup> & 8<sup>th</sup> Filings – N3 to P1, N1, NX1 and NX2

| <b>SUBJECT PROPERTY</b>                  | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>                                                                  | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>         |
|------------------------------------------|--------------------|-------------|-----------------------------------------------------------------------------|-----------------------|--------------------------------|
| Copper Ridge Subdivision                 | <b>City ZC 744</b> | 12/13/2004  | R96 to R70R                                                                 | Yes                   | N3 and Public 1 (Parks)        |
| 7 <sup>th</sup> & 8 <sup>th</sup> Filing | <b>City ZC 960</b> | 9/11/2017   | Un-zoned to R70 and R50                                                     | Yes                   |                                |
| <b>SURROUNDING PROPERTY</b>              | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>                                                                  | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>         |
| Falcon Ridge                             | City ZC 914        | 9/11/2013   | R96 to R80                                                                  | Yes                   | 2021 Update to N2              |
| Coal Creek                               | City ZC 767        | 1/22/2018   | R96 to RMF, RP & CC                                                         | Yes                   | 2021 Update to N2, NO and CMU2 |
| Tule Ridge                               | County ZC 667      | 12/29/2015  | R96 to CC                                                                   | Yes                   | 2021 Update to CMU1            |
| Grand Peaks                              | City ZC 794        | 5/14/2007   | A to R50, R70, R96 and RMF-R                                                | Yes                   | 2021 Update to N2, N3 and NX1  |
| Buffalo Crossing                         | City ZC 1011       | 4/11/2022   | RR3 to N2, N3, NX2 and P1                                                   | Yes                   |                                |
| Sweetgrass Creek                         | City ZC 998        | 10/11/2021  | RR3 to NX1, N1, N2, N3 and P1                                               | Yes                   |                                |
| Mont Vista                               | City ZC 837        | 6/3/2008    | R96 to Planned Development                                                  | Withdrawn             |                                |
| Mont Vista                               | City ZC 851        | 6/22/2009   | R96 to PD with underlying zones of R96, R70, R70R, R60, RMF, RMF-R & Public | Yes                   | Underlying zones still apply   |

**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: N3 Suburban Neighborhood

2. Written description of the Zone Change Plan including existing and proposed new zoning:

Zone Change Request from N3 Suburban Neighborhood Residential to N1 First Neighborhood Residential, NX1 Mixed Residential 1, NX2 Mixed Residential 2, and P1 Parks and Open Space

3. Legal Description of Property:

Attached Exhibit C

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

Yes, West End Neighborhood Task Force

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application Exhibit A

6. A brief synopsis of the meeting results including any written minutes or audio recording.

please attach to on line application Exhibit B

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):**

WH Copper Ridge 54 LLC Telephone: 661-222-9207

**Address:**

24911 Avenue Stanford SANTA CLARITA, CA 91355 Email: lwilliams@williamshomes.com

**Agent (s):**

John Halverson Telephone: 406-869-3311

**Address:** 1300 N Transtech Way, Billings, MT 59102 Email: jhalverson@sandersonstewart.com

Complete this form and upload to your on-line Zone Change application

## MEETING MINUTES

|                                                                   |                              |                                |  |
|-------------------------------------------------------------------|------------------------------|--------------------------------|--|
| <b>PROJECT: COPPER RIDGE CONCEPT &amp; ZONE CHANGE</b>            |                              |                                |  |
| Project No: 21266.03                                              |                              |                                |  |
| Meeting Location: 7043 Copper Sunset, Billings MT 59106           |                              | Meeting Date: 01/25/24 5:30 PM |  |
| Meeting Subject: Zone Change Neighborhood Pre-Application Meeting |                              | Prepared by: Dominic Neameyer  |  |
| Attending:                                                        | (See attached sign-in sheet) |                                |  |
| Sanderson<br>Stewart:                                             | John Halverson               | Dominic Neameyer               |  |
| Williams Homes                                                    | Marc Smith                   |                                |  |
|                                                                   |                              |                                |  |
| Date of Issue: 02/01/24                                           |                              |                                |  |

### Minutes:

- Mr. Halverson opened the meeting at 5:30 PM by introducing himself and outlining the agenda, which included a presentation on the zone change, a brief explanation of the new zoning code and why zoning is necessary for municipalities, and time for questions and comments.
- After completing that presentation, Mr. Halverson took questions and comments from the attendees.
- An attendee commented Bronze Boulevard and Shiny Penny Way connect to the new development area and people will drive through those streets to the new development
  - Mr. Halverson responded connectivity and multiple points of access is required by the city.
- An attendee commented they would like the construction to be accessed via Rimrock
- An attendee asked if the project will be in phases
  - Mr. Halverson responded the project will be likely built in four phases and showed the estimated phase one boundary.
- An attendee commented this project will lower the existing homes property values

- An attendee commented the affordable housing and apartments will bring unwanted activity and homeless population from downtown Billings
- An attendee commented apartments should not be in residential areas
- An attendee commented this is going to be a neighborhood killer
- An attendee commented the schools cannot handle higher density
- An attendee commented they will have to pay for a new school because of this project
- An attendee asked if Williams Homes will be the main contractor in building the homes
  - Mr. Smith responded that Williams Homes will be the main builder
- An attendee commented that they moved out to Copper Ridge for no lights and quiet
- An attendee commented that if lower value homes are built it will tank the existing home property values
  - Mr. Halverson commented there is no factual backing that a smaller product increases or decreases property values
- An attendee asked if Williams Homes is only building smaller homes because they are losing money
- An attendee commented that Rimrock is only two lanes and will not be able to handle this density
  - Mr. Halverson commented that Rimrock improvements and access points will be determined by the Traffic Impact Study
- An attendee commented that they can single family only
- An attendee commented that Williams Homes should sell the land and get out of town
- An attendee commented complaining about construction activity
- An attendee commented that when they bought their home, they were told the future would be single family only
- An attendee commented that this sounds like a lawsuit because they were told it would be single family only
- An attendee asked when construction would start
  - Mr. Halverson responded that grading and earth work would start in the fall/winter of 2024
- An attendee asked if there will be an HOA
  - Mr. Halverson responded yes, a new HOA will be formed
- An attendee commented that the HOAs' don't do anything to enforce rules

- Mr. Smith commented that residents can report infractions to the HOA and recommended residents participate in serving on their HOA board
- An attendee asked what size the single-family homes will be
  - Mr. Halverson responded the homes will be about 25' wide
  - Many attendees said they don't want that small of homes in the neighborhood
- An attendee commented that people think smaller homes works better but they are wrong, it doesn't work better
- An attendee commented that this proposed product mix just isn't right
- An attendee asked if Williams Homes is building other places in Billings
  - Mr. Smith responded that they are building in Copper Ridge and High Sierra
  - The attendee commented that a handshake deal still means something in Montana and if Williams Homes does this it will put a bad taste in the mouth of Billings residents and Williams Homes won't be building in Billings anymore because of a bad reputation
- An attendee commented that building a more densely populated project on the outskirts of town is urban sprawl
- An attendee commented that if this is affordable housing how will people get to work? The bus system doesn't serve this area and how will they be able to afford gas and a mortgage
- People started to get up and leave and attendees started going to Mr. Halverson, Mr. Neameyer, and Mr. Smith individually to ask questions and comment their push back on the project

PRE-APPLICATION NEIGHBORHOOD MEETING  
ATTENDANCE SIGN-IN SHEET

Date: 1/25/2024

Time: 5:30 PM

Project: Copper Ridge 7th + 8th Filing Zone Change

Project No.: 21266.03

Meeting Location: 7043 Copper Sunset Dr.

| Name and Title:<br><i>(Please Print)</i> | Representing:       | Phone Numbers |                         | Email Address                   |
|------------------------------------------|---------------------|---------------|-------------------------|---------------------------------|
|                                          |                     | Office        | Mobile                  |                                 |
| BRIAN GEORGE                             | CONCERNED RESIDENT  |               | 671 7561                |                                 |
| CHUCK SMITH                              | RESIDENT            |               | 406 690 6341            | CJ-MM@MSN.COM                   |
| Judith Diane Walker                      | Resident            |               | 307-262-2664            | maebrown@fritel.net             |
| Richard Wike                             | "                   |               | 406-981-5919            | 229. 70th ST                    |
| GARY + ANGELA LAPIN                      | resident            |               | -                       | GKL321@hufmail.                 |
| Joe Chilcoat                             | resident            |               | 406 794 3597            | Zerock111@yahoo.com             |
| Mark Turner                              | Resident            |               | 406-671-6808            | Mark.Turner2@BNSF.com           |
| Jane Scott                               | Resident            |               | 406.213.6034            | JaneScott815@gmail.com          |
| Jonathan McCroskey                       | Resident            |               | 817-507-7404            | Mmarcum99@yahoo.com             |
| <del>Robert Gill</del>                   | <del>Resident</del> |               | <del>714-227-1166</del> | <del>Gill.Family@csbc.org</del> |
| Karen Gill                               | "                   |               | "                       | Gill.Family@sbcbglobal.net      |
| Tammy BRUNS                              | "                   |               | 425 870 9892            | Tammy.BRUNS5@gmail.com          |
| Renee Maynard                            | Resident            |               | 406 750 0879            | renee.fencee@gmail.com          |

PRE-APPLICATION NEIGHBORHOOD MEETING  
ATTENDANCE SIGN-IN SHEET

Date: 1/25/2024

Time: 5:30 PM

Project: Copper Ridge 7th + 8th Filing Zone Change

Project No.: 21206.03

Meeting Location: 7043 Copper Sunset Dr.

| Name and Title:<br><i>(Please Print)</i> | Representing: | Phone Numbers |               | Email Address            |
|------------------------------------------|---------------|---------------|---------------|--------------------------|
|                                          |               | Office        | Mobile        |                          |
| Gail Flack                               | Resident      |               | 406-861-8408  | flackg@icloud.com        |
| Rich Bruns                               | Resident      |               | 425-870-8217  | RTBRUNS@aol.com          |
| TREY ADKINS                              | Resident      |               | 406 697 1423  | treypadki@gmail.com      |
| TOM FLACK                                | Resident      |               | 406-262-1640  | FLACKT@icloud.com        |
| Braden & Kayla Shortidge                 | Resident      |               | 406-690-3925  | KMarie412@hotmail.com    |
| Resden (about to be 4 sale)              | Resident      |               | 408-6661-6978 | Kathy@Justinpelos.com    |
| Joey Zehring (Victor Grant's)            | Resident      |               | 208-296-9782  | Joey.zehring@gmail.com   |
| Ron & Mervin Person                      | Resident      |               | 406-652-8715  | ronscappetto@yahoo.com   |
| John & Ruth Meave                        | Resident      |               | 850-723-4379  | jemeave98@gmail.com      |
| Robert Gill                              | Homeowner Res |               | 714-227-1186  | gill.family@sbglobal.net |
|                                          |               |               |               |                          |
|                                          |               |               |               |                          |
|                                          |               |               |               |                          |

## **Lots 15 and 16, Block 3 of Copper Ridge 7th Filing and a portion of Lot 15A Block 3 of Copper Ridge Subdivision 8th Filing**

Zone Change Request from N3 Suburban Neighborhood Residential to N1 First Neighborhood Residential and P1 Parks and Open Space

### **Statement of Proposal**

Williams Homes and WH Copper Ridge 54 LLC, are seeking to and Rezone Lots 15 and 16, Block 3 of Copper Ridge 7th Filing and a portion of Lot 15A Block 3 of Copper Ridge Subdivision 8th Filing.

The intent of the requested zoning will allow for the future development of single-family homes and cottage court residential units.

The proposed zoning will provide an incremental increase in residential density by allowing smaller lots compared to the Copper Ridge subdivision to the east. It also provides a greater degree of housing choice in the area at a scale that is compatible with existing development and within zones that already exist in the neighborhood surrounding the intersection of Rimrock Road and 62<sup>nd</sup> Street West.

### **Responses to Questions in Zoning Application**

**a. In what ways is your proposal consistent with the statutory criteria, guidelines and policies of the adopted Growth Policy?**

The Growth Policy states:

In the next 20 years, Billings will manage its growth by encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development. The City will prosper with strong neighborhoods with their own unique character that are clean, safe and provide a choice of housing and transportation options.

The requested zoning is in compliance with the following growth guidelines:

#### **Essential Investments (Relating Public and Private Expenditures to Public Values)**

- ***The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plan.***

Yes. Streets within this master-planned neighborhood are designed for low speeds to calm traffic and provide safe environments for all users while still providing enough room for emergency vehicles to safely navigate.

- ***Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.***

Yes. This master-planned neighborhood will provide pedestrian connections to adjacent development in Copper Ridge and will continue the path along the north side of Rimrock Road.

- ***Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community.***

Yes. This master-planned neighborhood will provide a centrally located park that will be developed, owned, and maintained by the HOA. In addition to the central park, a dedicated landscape buffer along the eastern edge of the development between the existing Copper Ridge neighborhood and this proposed development further eases the incremental transition from the existing N3 residential to the proposed N1-zoned area. The proposed zoning plan also includes a park dedication along a portion of the northern edge of the proposed development to allow a future trail along the southern edge of the railroad track. All of those areas will be zoned P1.

- ***Infill development and development near existing City infrastructure may be the most cost effective.***

Yes. The proposed master-planned neighborhood abuts areas already served by city water and sewer, and includes zones which already exist in the area surrounding the planned commercial node at 62<sup>nd</sup> and Rimrock Road. Because this proposed zone change includes an incremental increase in residential density, City and municipal infrastructure will be more cost effective than less-dense development, on a per-capita basis.

- ***Neighborhoods that are safe and attractive and provide essential services are much desired.***

Yes. The design of this master-planned neighborhood, in compliance with relevant subdivision and zoning regulations, will promote a high level of public safety. This includes streets, parking and recreational areas which are easily observable from residences within the development. This property will not impact public health, safety, and welfare any differently than the other neighborhood developments which are developed in accordance with the City's zoning requirements.

### **Place Making (Enhance, Maintain, Preserve, and Improve Existing Public Places)**

- ***A multi-use community recreation facility is desirable.***

Yes. This PND provides recreational open spaces in the form of public parks, a continued walking path along the north side of Rimrock Road, a centrally located park space, a green buffer along its eastern boundary, and dedication of space along the railroad tracks to its north, along which a future trail is planned.

- ***The history and heritage of Billings are cornerstones of our community.***

Yes. Billings has always adapted to the changes in economic drivers and been welcoming of projects that allow the community to continue to grow and prosper in a systematic and planned way. This zone change will follow in that spirit by supporting a variety of housing units at an attainable price.

- ***Enhancing public buildings and spaces to be more efficient in their uses of energy, money, and space is important to having a vibrant and livable City.***

Yes. The master-planned neighborhood's centrally located public park will serve as a shared community gathering and recreation space for the entire neighborhood. The compact nature of this development will ensure that the public space is a well-used and vibrant community asset.

### **Community Fabric (Attractive, Aesthetically Pleasing, Uniquely Billings)**

- ***Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods***

Yes. This master-planned neighborhood will be developed in accordance with the City's code regulating street sections to include planted boulevards. This will ensure that vehicular traffic is calmed and can navigate the development at slow, safe speeds for all street users. Street-front landscaping will be provided in accordance with the zoning code's landscape section, providing street trees and other water-efficient landscaping.

- ***Planning and construction of interconnected sidewalks and trails are important to the livability of Billings.***

This master-planned neighborhood will feature sidewalks on all streets, including pedestrian connections to adjacent development and the surrounding pedestrian network. It will include the continuation of the pedestrian path along the north side of Rimrock Road.

### **Strong Neighborhoods (Livable, Safe, Social and Resilient Neighborhoods)**

- ***Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels.***

The N1 zone proposed for this master-planned neighborhood introduces housing choices that serve residents of more diverse life stages and incomes. The entirety of residentially zoned land in the application is proposed as N1 which, because of its efficient use of land, will create more attainable homes than in the adjacent, N3-zoned neighborhood. This application introduces a greater diversity of housing to the neighborhood, which will allow residents of varying income levels and age groups to call this neighborhood home.

- ***Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction.***

This proposed neighborhood is about one mile from the planned and zoned commercial node at the intersection of 62<sup>nd</sup> Street West and Rimrock Road. Residents of this neighborhood will be able to reach that node within a twenty-minute walk or brief bike ride.

- ***Public safety and emergency service response are critical to the well-being of Billings' residents and businesses.***

The property considered under this zone change will use named streets to address its dwellings and provide for public safety. Per City of Billings subdivision regulations, compliance with which will be confirmed during the subdivision approval process, this master-planned neighborhood will connect to the surrounding road network at two or more locations. Streets in the neighborhood are planned to connect to two streets in the Copper Ridge neighborhood to the east, and two connections to Rimrock Road toward the south.

### **Prosperity (Promoting Equal Opportunity and Economic Advancement)**

- ***Predictable, reasonable City taxes and assessments are important to Billings' taxpayers.***

The incremental increase in residential densities that will result from this proposed zone change will promote efficient use of land, city services and provide relatively high tax revenues per acre compared to less-dense residential development.

- ***Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses.***

This master-planned neighborhood will attract a diverse demographic of residents seeking housing alternatives to large lot, single-detached residential. The homes planned for this neighborhood will provide access to investment and wealth-building for working class and aging Billings residents alike. The property's proximity to the commercial node planned at the intersection of 62<sup>nd</sup> St. West and Rimrock Road has the potential to reduce those residents' transportation costs. The incremental increase in density that will result from the proposed zone change will also reduce tax burden that will support the high-quality services that a modern work force demands.

The community that is planned as part of this Zone Change will help Billings manage its growth by encouraging development within and adjacent to the existing City limits, giving preference to areas where City and municipal infrastructure exists helping to maintain fiscal responsibility for the City. This development will allow the City to increase tax revenue, decrease tax burden on residents, and promote prosperity by further developing a variety of neighborhoods with their own unique character that are governed by City regulations and provide housing choice and additional housing inventory.

The West Billings Plan states:

- ***More compact development patterns are desirable because they make full use of urban services, offer cost-effective infrastructure, and hold down costs to the taxpayer.***

Yes. This proposed, master-planned neighborhood will develop in a compact manner and will host residential densities that will support cost-effective provision of municipal services.

- ***Plan for a mix of land uses that reduces automobile usage by locating stores, housing, schools, and recreation within a very short drive (or walking distance) from each other in compact neighborhoods with pedestrian-oriented streets***

Yes. The proposed zone change area is one mile from the planned commercial node at 62<sup>nd</sup> St. West and Rimrock Road. As this neighborhood develops, the path along the north side of Rimrock Road will also be extended, contributing to the active transportation network in the area. Streets within the proposed neighborhood will be designed in accordance with all relevant City regulations to include pedestrian facilities, planted boulevards, and traffic calming measures.

- ***PG1.M.5 Enable the approval of development project that incorporate innovative mixed-use land planning concepts that provide for community aesthetics, compatible land uses, a mix of housing opportunities, open space, and other community amenities by revising zoning and subdivision regulations.***

Yes. The proposed neighborhood includes a mixture of housing opportunities including zones that allow single-detached homes, cottage courts and duplexes that will provide attainable housing for a greater range of ages and incomes. This proposal also includes areas zoned P1 public space for a centrally located park and a natural buffer area along the eastern boundary of the site between it and the existing Copper Ridge neighborhood.

The 10 Zone Change Criteria:

- ***Whether the new zoning is designed in accordance with the Growth Policy***

Yes, this master-planned neighborhood is being developed under the consideration of the Growth Policy statement and guidelines on previous pages. The land on which the project is planned has already been annexed into the city and is adjacent to parcels where municipal services exist. The residential zones proposed on the site provide an incremental increase in residential density and are compatible with existing residential uses in the area.

- ***Whether the new zoning is designed to secure from fire and other dangers***

Yes, the subject parcels will be serviced by City fire and police services and will be designed in accordance with City of Billings rules and regulations thus assuring protection from common dangers.

- ***Whether the new zoning will promote public health, public safety and general welfare***

Yes, All development within the proposed neighborhood will be designed under the City Zoning code which will regulate density and land use transitions. All residential uses will be subject to City of Billings building codes, and the utility and surface infrastructure will be constructed in accordance with City of Billings rules and regulations assuring compliance to this criterion. All public spaces within the neighborhood are also designed to be easily observable from residences, which provides a higher level of public safety.

- ***Whether the new zoning will facilitate the adequate provision of transportation, water sewerage, schools, parks and other public requirements***

Yes, the proposed neighborhood will provide streets designed in compliance with relevant City of Billings regulations for adequate transportation provision. Impacts on the road network will be determined during later subdivision process which will include a Transportation Impact Study. Water, sewer and storm facilities will also be developed in accordance with all relevant regulations. The residential densities proposed in this master-planned community will create a neighborhood that costs less for schools to serve, as it will require less distance for buses to travel for student pick up and drop off. Areas zoned P1 within the planned neighborhood are more than double what is required in subdivision regulations, thus providing ample recreational opportunity for area residents.

- ***Whether the new zoning will provide adequate light and air***

Yes. This community is being developed in accordance with City of Billings rules and regulations and therefore meets this requirement.

- ***Whether the new zoning will affect motorized and nonmotorized transportation***

Because the proposed zone change is within one mile of a planned commercial node at 62<sup>nd</sup> St. West and Rimrock Road, it is reasonable to predict that some portion of the trips generated by the residential uses planned for this site will be captured by walking, bicycling trips to that node, thus reducing the impact of this development on the surrounding roadway network. Beyond that, this proposal will have no greater impact on the transportation network than any other residential development.

When this development progresses through the approvals process to master site plan review, a Traffic Impact Study will be completed, and the developer will be responsible for any improvements the study deems necessary because of the trips generated by this development.

The zone change will continue to support and address growth needs and have additional connections to the local street network while concentrating housing within the established City of Billings projected growth areas.

- ***Whether the new zoning will promote compatible urban growth***

Yes, this master-planned community provides the next, incremental increase in density from the existing Copper Ridge neighborhood. The homes within the N1 zone are restricted to the same or lower height limits as the existing N3 zoned development to the east of the subject parcels. The zones contained in this proposal already exist in the area node of development surrounding the intersection of 62<sup>nd</sup> Street West and Rimrock Road.

This master-planned community also includes a P1-zoned green buffer of varying depth between 70 and 160 feet. This area will provide a recreational amenity for all residents in the area and further eases the transition from existing development to the proposed neighborhood.

- ***Whether the new zoning considers the character of the district and the peculiar suitability of the property for the particular use.***

Yes. The property comprises the western portion of the Copper Ridge master-planned development, which contains residential uses, and is bordered on its eastern edge by NX1 and NX2-zoned residential uses. This proposal will continue the character of the neighborhoods in the area by including zone districts which already exist in the node of development forming around the intersection of 62<sup>nd</sup> Street West and Rimrock Road.

- ***Whether the new zoning will conserve the value of buildings***

Yes. Although there is no evidence to suggest that the development of more compact single-detached residential has any negative effect on the value of adjacent, existing single-detached residential uses, this neighborhood provides an ample green buffer between existing residential uses and the residential uses proposed. Williams Homes, the developer of this community, also has a proud record of increasing the value properties surrounding their developments. This master-planned neighborhood will be constructed and designed to higher standards than the duplex and multi-plex uses existing in the area.

- ***Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings***

Yes. The City of Billings continues to need projects that provide housing choice within financial reach of working people. It is appropriate to continue to promote development within City Limits boundaries that makes efficient use of costly land, labor, and construction materials. This zone change helps support an appropriate level of development which will serve the City both now and in the future.

**From:** [Becky Fox](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] RESPONSE REQUIRED: Copper Ridge zoning request  
**Date:** Tuesday, February 27, 2024 8:35:59 AM

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Dear Ms. Cromwell,

I am writing to you in regard to the request to re-zone the far west section of the Copper Ridge subdivision, near Rimrock Road and 70<sup>th</sup> Street West. As I'm sure you are aware, Williams Homes is seeking to re-zone a section of the Copper Ridge subdivision and proposing to build a 450-unit apartment complex in the far west end of Copper Ridge (Rimrock & 70<sup>th</sup>). The request is to re-zone single family homes to multi-family units.

The most concerning issue this potential change brings will be the added burden to our already taxed School District #2. The elementary, middle, and high schools that our neighborhood is zoned for are already at capacity. If you allow this re-zoning to happen every single one of the west-end SD2 schools will have to carry this burden. Unfortunately, the children and teachers will be the ones who suffer the consequences of your decisions.

The city infrastructure is not in place to support the re-zoning change. The entrances to the neighborhood (multiple on Rimrock), the intersection of 62<sup>nd</sup> & Grand, and 70<sup>th</sup> & Grand do not support current rush hour traffic let alone the addition of 750+ more vehicles. And frankly, the lack of infrastructure stretches well beyond the immediate intersections of the neighborhood.

During the neighborhood meeting that was held on January 25, 2024, the Williams Homes rep. that was present indicated once this apartment complex was built, Williams Homes has no plans to remain in Billings. This should be of major concern to You and the City of Billings. They have no incentive to make Billings a better community. They are strictly looking to make a profit and exit the state. Williams Homes employees often lie about issues and make promises they do not keep. If this behavior is already happening, imagine the mess they will leave behind when they exit.

This will negatively affect property values which is in contrast to the criteria for re-zoning. The City of Billings has already failed the homeowners of Copper Ridge Neighborhood by not requiring foundation piers to be placed during construction. I sincerely hope You will make the right decision and vote against the re-zoning of the far west end of the Copper Ridge subdivision. I look forward to hearing from you.

Thank you,  
Becky Fox

**From:** [Jennell March](#)  
**To:** [Cromwell, Nicole](#); [Berns Brenda](#)  
**Subject:** [EXTERNAL] Copper Ridge Rezoning Request  
**Date:** Thursday, February 29, 2024 2:01:24 PM  
**Attachments:** [34276.jpeg](#)  
[20240115\\_084242.jpg](#)

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Dear members of the Zoning Commission

We have been residents of Billings since June 2023. We moved from Williston, North Dakota into a Williams Home on the Copper Ridge development on the west end of town. We looked at houses all over Billings, but once we started looking on the west end, we knew that was exactly where we wanted to end up. We loved the peaceful neighborhoods and the spectacular views. We have a 1-year-old son, so a huge selling point for us was seeing how many families were in the area and the walking paths/park.

We recently heard about the rezoning of Copper Ridge and are genuinely concerned about how it will affect the community. While we would like to say that we love our Williams Home, that is sadly not the case. Once we discovered that they were the ones planning on developing further west, we felt the need to reach out. We were excited to move into our new home, but quickly began to lose our enthusiasm, as it became apparent that Williams had used substandard building practices and materials.

During the cold snap in January, we noticed that two of the bedrooms on one side of our house were much cooler than the rest of our home. While in my son's room one day, I noticed that there was ice on the outlets, I checked the other room and sure enough, ice was on that outlet as well. I pulled the outlet covers off and could feel air coming in. My husband called the Williams Homes Warranty Center, and they sent over their electricians. When they came in and looked, they told me that the ice was completely normal and that houses had to "breathe" and it was just condensation buildup. They also told me it was safe to use the outlets, and I told them I would definitely not be using them. I was also told at that time it was unusually cold and it wasn't normal for it to be this cold in Montana(which set off red flags for me).

We decided to hire a local electrician to come assess the situation. He said the ice was likely due from lack of insulation, which we had assumed, but wanted to hear from an outside source. He also said in his 15 years of working in Billings as an electrician he had never seen ice buildup like we had in our house. I've enclosed pictures for your reference.

My husband continued to push the issue with Williams Homes Warranty Center, and their solution to the problem was to spray foam under the siding of the outside of the house. Not only did it leave a huge mess, it did not resolve the problem.

While we were looking for a home last summer, we had looked at multiple Williams Homes,

during that time a rep for the company told us that the future homes they would build would be without upgrades (using acrylic countertops instead of the quartz countertops the model homes had, air-conditioning, landscaping, etc.) to cut costs because they were no longer making money off their builds. With that knowledge now, it leaves me to wonder what the quality of their future development will look like.

With all that in mind, we moved to Williston, North Dakota in 2011 during the oil boom, and experienced all the strain that comes with sub-par developers, building homes and apartments as quickly as possible, and then leaving town. Our home in North Dakota was a boom build, and we are afraid we will be facing some of the same problems now in this home, here in Billings. It was not unheard of in our previous neighborhood to hear about cracked foundations, flooding, and houses settling at a rapid rate.

We bought a house in the more desirable area of Williston, where they had built an apartment complex in the center of the neighborhood. It was common for most neighborhoods in Williston to have an apartment/duplex nearby. Sirens, loud music, and fireworks were a part of our everyday norm.

Again, we moved out to the west end of Billings to escape what we had experienced in Williston. What we were initially told was, that this was strictly an area for residential homes, and that appealed to us for all the reasons listed above. We appreciate you taking the time to read this email, and hope that we helped influence the decision to reject the zoning request.

Thank you,  
Jack and Jennell March

**From:** [Kim Tallant](#)  
**To:** [Cromwell, Nicole](#)  
**Cc:** [Berns Brenda](#)  
**Subject:** [EXTERNAL] COPPER RIDGE CONCEPT & ZONE CHANGE  
**Date:** Tuesday, February 27, 2024 10:57:03 AM

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Nicole & Brenda

Why is it okay to keep expanding with new homes/apartments on the west end, when there isn't the infrastructure to handle what is existing now. Rimrock and Grand Ave especially.

I have lived off Rimrock for 28 years and I have seen no improvements to Rimrock road past 54<sup>th</sup> Street. Trying to turn left on Rimrock in the morning with the continuous traffic and speed coming from both directions is difficult. Traffic coming from the west of 58<sup>th</sup> is nonstop especially at peak times.

Why isn't there something being done with a Traffic Impact Study **before** adding more housing. A round about is not the solution at 62<sup>nd</sup>.

Thank you for your attention to this matter.

Kim Tallant

**From:** [Berns Brenda](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** FW: Zoning change in Copper Ridge  
**Date:** Thursday, February 29, 2024 2:19:19 PM  
**Attachments:** [image001.jpg](#)

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**Brenda Berns**  
**Planning Clerk**  
[bernsb@billingsmt.gov](mailto:bernsb@billingsmt.gov)

[billingsmt.gov](http://billingsmt.gov)

2825 3rd Ave. N  
Billings, MT 59101  
P 406.247.8610

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**From:** Turner, Mark <Mark.Turner2@BNSF.com>  
**Sent:** Thursday, February 29, 2024 1:59 PM  
**To:** Berns Brenda <bernsb@billingsmt.gov>  
**Subject:** [EXTERNAL] Zoning change in Copper Ridge

Hello Brenda,

I am writing to you over my concerns on the proposed zoning changes to Copper Ridge Subdivision.

I have lived in it for about a year and a half now and truly love it out here.

I was shocked to learn about the proposed changes allowing multi family homes out here. The thought of that many more vehicles traveling through the winding neighborhood and on the adjacent roads makes me want to move. Right now, there is an excessive amount of traffic it seems on Rimrock and Grand in this area. The thought of hundreds of more cars everyday on these roads seems like a serious issue.

I am also concerned over the fact that almost everyone who built/bought homes out here asked about the zoning of our neighborhood. I would have never bought my house if I had known that there was a possibility of this. No one that I have talked to would have. This urban growth is not at all compatible with what is already built in this neighborhood. That is the reason for the original zoning. Along with this, the stability of our homes that we have all purchased will be decimated. People that moved to this neighborhood did so because of the peace and quiet. Not to be grouped with multiplexes which will not maintain our property value or way of life with the increased traffic through the neighborhood.

Lastly for me and most important to me are the schools. We have an exceptional school

system and properly managed right now. If we include multi family homes out here, schools like Ben Steele will not be able to accommodate these new students.

I actually feel sad that we have a developer from another state trying to change the zoning of our neighborhood and ruin our way of life to make more money. Those of us left living in this neighborhood as well as the whole city will be dealing with the repercussions of them trying to make a quicker buck long after they are gone. We will have to deal with the traffic issues, school systems, and overload for an area that was never planned for multi family complexes.

Thanks for your time in this.

**Mark Turner** | **BNSF Railway** | General Foreman | Laurel, MT | ✉ [Mark.Turner2@BNSF.com](mailto:Mark.Turner2@BNSF.com) | 817-234-3001 Office | 406-794-4947 Cell |

**From:** [Ron Pearson](#)  
**To:** [Cromwell, Nicole](#)  
**Cc:** [Berns Brenda](#)  
**Subject:** [EXTERNAL] Zoning Request for Copper Ridge Subdivision  
**Date:** Tuesday, February 27, 2024 10:20:22 AM

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Nicole Cromwell, City of Billings Zoning Coordinator

Brenda Berns, City of Billings Planning Division Clerk

RE: Proposed Rezoning parts of Copper Ridge Subdivision

My wife and I are residents of Copper Ridge subdivision residing at 3107 70th ST W, Billings, Montana 59106.

We are writing to express opposition to changes / amendments proposed to Copper Ridge subdivision by Sanderson Stewart in a letter dated January 18, 2024, from John Halverson, LEED AP, Land Planner of Sanderson Stewart. Letter was copied to Nicole Cromwell, Zoning Coordinator/ Code Enforcement Supervisor, City of Billings.

Reference: Notice of Pre-Application Neighborhood Meeting for Zone Change at Lots 15 and 16, Block 3 of Copper Ridge, 7th filing, and Lot 15A, Block 3 of Copper Ridge Subdivision, 8th Filing.

The change request involves 3 tracts of land, changing their current zoning from N3- Suburban Neighborhood to a combination of N1-First Neighborhood, NX1 - Mixed Residential 1 (1-4 dwelling units per structure), NX-3 Mixed Residential 3 (5 or more dwelling units per structure), and P1 - Open Space, Parks, Recreation. We understand that this request has been since modified.

We respectfully oppose any changes to the existing zoning to Copper Ridge Subdivision. This is based on the likelihood that property values within the existing adjoining parts of Copper Ridge Subdivision will be adversely affected by introduction of significantly more housing units and population density on smaller lots than those originally platted in Copper Ridge Subdivision, and by the impact of significantly more traffic on Rimrock Road and 70<sup>th</sup> Street West resulting from the projected additional population. We also believe the proposed zoning change is an attempt by the current developer to bail out of a short-term downward trend in housing demand. Vacant land is much preferred short term over over-built land.

Thank you for your attention to this!

Respectfully submitted,

Ron and Gerri Pearson  
3107 70<sup>th</sup> ST W  
Billings, MT 59106-1621

## Cromwell, Nicole

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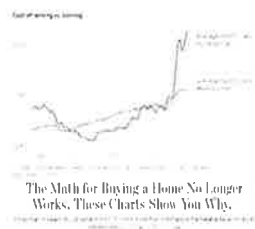
**From:** Eric Panknin <psichi07@ymail.com>  
**Sent:** Sunday, March 3, 2024 12:18 AM  
**To:** Cromwell, Nicole; Berns Brenda  
**Subject:** [EXTERNAL] Rezoning of West Rimrock

I'm writing in opposition of the proposed zoning change for the copper ridge neighborhood or CITY Zone Change 1047 PZX-24-00063.

To begin, I read the builder's petition answers to the rezoning questions and they appear to make a lot of assumptions and wishful thinking instead of factual reality. No one can predict what will happen in the next twenty years. There may be growth, maybe not. Billings could grow or Billings could not be here.

First, they have not finished the original section they started back in 2022 and stated at the community meeting they have no intention to. After less than two years into this project it appears they made very poor decisions. The homes they built were never intended for buyers in this area. The cost of these homes are 15 times the median salary of Billings. When they had a meeting with the neighborhood back in November of 2022, I brought this concern to the builder representative and was told that's none of my concern.

At the recent meeting and in the builders' response, they claim that everywhere they build the median home price increases in the area. This is false and very dishonest. The past two years have been an artificial run up in home prices. Billings has never had a median price this high. It is also currently cheaper to pay rent than a mortgage in the Billings area, indicative of a "housing bubble." Price discovery hasn't met for this area or what the value of homes would be in a normal market.



Second, based on their inability to sell these homes, they will now try something else to see if it will work. Since they haven't finished their first phase due to what appears as not understanding the market and poor research, it would be safe to assume the same will happen in the proposed change. It would be a great detriment to the community if the same happens. Home owners in the community would face the negative consequences of the builders' poor decisions.

Third, they assume a small shopping center in the area will be built in the near future. Commercial real estate is currently in a downturn and not expected to normalize in the near future. Rabobank, Morgan Stanley and Starwood capital, firms involved in commercial real estate, state the commercial real estate sector hasn't found a bottom. A lack of liquidity will remain constant and expect current owners to have problems filling space as well as go into bankruptcy and foreclosures in the next five years. Attempting to get funding would be a challenge as well as the costs of building on farmland, as well as finding tenants.

This center alone would not be sufficient for lower income people the builder is targeting as they tend to shop at bulk stores or discount grocery, which is closer to city center. This population would desire not to be that far out from those places. The cost of living in the area is not advantageous, especially now in this high inflationary period and especially during the winter months.

Fourth, this population would also need public transportation, which is limited in this area. This would not be cost effective for the city to have a bus route that is far out from the city center. Per a University of Michigan study titled "How affordable are Accessible Locations" from 2020 by Matan Singer, lower income people live in areas where transportation is cheap and accessible. This would be a challenge for the city as well. It would increase costs at a time residents and the city could least afford it.

Fifth, the builder also states installing a roundabout on Rimrock and Molt will alleviate traffic of all the new residents, especially if there are hundreds more cars. There is no study proving a roundabout will relieve heavy traffic. The roundabout in the area is planned. It could be years before it is installed. The current road will definitely not be able to handle heavy traffic. There are two roads accessing that area and they both are only two lanes. They wouldn't be able to create more lanes as the builder would need to buy the surrounding land as well. This area also doesn't always get plowed after snow which can make access difficult for all types of vehicles.

Sixth, having a higher population in this area would also increase the water and sewer demand exponentially on the west end having multi-family buildings instead of regular single family homes. It would also create heavy demands on electricity. A project like the one the builder wants would put a heavy strain on public works on the west end. The builder is not taking into account multi family buildings that use more than single family homes.

Seventh, the builder is also trying to do this plan in other areas they are located in Montana. It appears they don't have an understanding of the area and are trying another unproven idea and hoping it works. The builder has left the original section they started in looking like a war zone (i.e. dug out lots, empty foundations. They have been sitting like this for almost two years. It has been unbearable to deal with living in this neighborhood. It shouldn't be this difficult owning a home in copper ridge because a builder doesn't appear to know what they're doing.

Finally, The residents in the area are against this and displayed this at the zoning meeting. The builder does not care about those who've been here for years prior to they're arrival. It appears the meeting was "going through the motions" and they're going to do what they want regardless of previous zoning plans and current residents wishes.

Most of the residents live out in the neighborhood as it's away from the city. They moved in with the understanding this area would be single family homes. They like the rural setting without having a large population in one area. The builder behaves as if they have more rights than the established community. Saying things in the meetings like: "well do you think the people that originally own homes out here felt the same when they started building out here." "Well that's part of living in the city, you're just going to have to get used to it." "I'm well within my rights to build what I want because your city council approved it. You have a problem with it take it up with them."

Out of state builders, especially from California should not be dictating what goes on in this area. No one that works for the builder lives in copper ridge. They don't have to deal with the poor decisions they make.

My opinion is they never should have expanded here and should sell the land. If this change was approved it would lead to people selling their homes and a decrease in property values and taxes. This would be myself and other neighbors I spoke with. It would diminish the rural feel of the area as they try the next best thing to make money since their first idea didn't work.

I hope zoning and the city will reject this proposal and keep the original.

Eric Panknin  
7035 Shiny Penny Way  
Billings, MT 59106  
(406) 506-8961

**From:** [Hillary Johnson](#)  
**To:** [Cromwell, Nicole](#); [brensb@billingsmt.gov](mailto:brensb@billingsmt.gov)  
**Subject:** [EXTERNAL] Zone Change 1047 Concerns  
**Date:** Tuesday, March 5, 2024 10:05:14 AM  
**Attachments:** [image.png](#)

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Good Morning,

I am writing you on behalf of the proposed zoning changes for the land west of Rimrock and 70th Street. I am aware this application will be "re-worked" and am eager to see the proposal based upon these changes. Prior to the extension being officially granted, and the zoning changes being re-worked, I wanted to express concerns that I personally have, and those I have heard amongst my community members over the past few weeks. I will be referencing the application provided for this zone change in my response below:

***The safety of all users and the connectivity of the transportation are important criteria to consider in roadway designs and transportation plan.***

While the roads in the existing neighborhoods and potential future neighborhoods are designed for low speeds to help manage and calm traffic, the main road to access these neighborhoods is Rimrock road. This road is currently a 2 way road, and quite narrow at the entrances of the West End Neighborhoods. There is no turn lane, and it is one of the last to be plowed during the winter. Adding more congestion (developer has stated at the neighborhood meeting it could be anywhere from 400-900 additional cars) will put continued stress on this road and subsequently the neighborhoods. It will increase the traffic throughout the main and existing neighborhood roads, increasing safety concerns amongst the residents. Emergency vehicles will also have increased response time using this road, with increased traffic, which is a risk to those needing emergency services.

***Planning and construction of safe and a affordable interconnected sidewalk and trails are important to the economy and livability of Billings***

The proposed strain the increased traffic will put on Rimrock, may potentially require a traffic study and subsequent road widening when the stress of the road is quantified with the potential new development. When the road is required to be widened, the property to be cut into would most likely be these current existing green spaces along the side of the road, providing enough space between an high speed (speed limit 50mph) road. Therefore, cutting into these green spaces would reduce the area between the sidewalk and the road compromising safety and the livability of this neighborhood in Billings.

***Neighborhoods that are safe and attractive and provide essential services are much desired***

While the infrastructure may be present (water, sewer, etc) to continue to build additional neighborhoods, this proposed development will not increase the safety in the current or future neighborhoods. With increased traffic on an already stressed roads, more wrecks are likely to occur, especially with the road being at the current speed it is. (50mph). In addition, safety is compromised when emergency response vehicles have increase response time. According to a traffic study done by MDOT, there were a total of 27 crashes at the intersection of 62nd and Rimrock during an 11 year period. While the number of wrecks is not the particular issue, it is the fatality rate. 14 of those wrecks resulted in fatal and serious injury. Yes, there is a round about planned at this intersection. After speaking with MDOT, the intersection was supposed to be started January 1 under construction. It was then pushed back to April 1 pending the utility work being completed. Utility work is currently underway and is not estimated to be

done on time in order to start the roundabout construction. It would be unwise to approve the zoning change (that would result in increased traffic) to a risky area in which the response to the fatalities is not yet started the construction, and the final results are not known on how, if at all, this is going to improve the safety in our neighborhoods.

***A multi-use community recreation facility is desirable***

There are currently P1 zoning throughout the existing neighborhood, and in the proposed rezoning area. This is not the same as a community recreation facility. In MT, the use of the parks is weather dependent, with lower use in the colder months. This area of town is several miles from the closes indoor recreation facility, several of which are not for public use, and require memberships. In addition, a large portion of the P1 proposed space is served as more of a "green belt" between current housing that exists in current neighborhoods. While it is classified as "Park" it does not truly function in that way but to provide more of a "buffer" against the future dense housing proposed. The proposal also has a "future trail along the southern edge of the railroad track". In Billings, often times the last portions to be developed are the parks. Copper Ridge Neighbors, despite being told that a P1 Park was planned and subsequently zoned, secured private funding for the existing park due to the fact it wasn't actually put in by the developers when the subdivision was complete.

***The history and heritage of Billings are cornerstones of our community***

Many of the home owners, if not all, in this area bought our houses so far West of town because we wanted to be connected to the City and all it has to offer, but wanted to live in a quiet neighborhood with less crime, less traffic, and easy access to city trails and parks. The history of the West End proposal did not include apartments, etc. and was designed for families looking to live in a different environment but still apart of Billings. If this proposal is passed, this history of Billings will be completely disregarded.

***Community Fabric***

***Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods***

As previously stated above, the Rimrock is not designed to take on this much increased use and as a result, the pleasant and calming travel experience will be severely compromised. Currently, often times taking children to school (which there are none in this neighborhood so all have to be transported in privately or by bus) the road is congested all the way up and past the intersection of Shilo and Rimrock. To say this proposal meets this criteria is quite the opposite. There is limited area to landscape except for the P1 area (which could be compromised when the road needs to be widened) creating risks and stress on those utilizing this roadway every day.

***Walkable neighborhoods that permit convenient destinations such as neighborhood services, open spaces, parks, schools and public gathering spaces foster health, good will and social interactions***

Consistently in the application, this proposed changed is pitched as being close to a "central node" of 62nd and Rimrock being that is zoned for commercial development. It is difficult to classify this as a "central node" being that it currently has no development in place, and sites are still available with no purchases or plan for development in place. With that being said, the next closes "node" would be the Shilo commercial area, which is several miles from the proposed area. Not only is it several miles, no walking paths exist past the intersection of 54th

and Rimrock so it is nowhere near "walkable". There are not any current plans in place to develop this path, and with the citizens voting down the recent parks bond, the funding will be put toward other projects, rather than a large one like this. The schools are several miles away and are not in a safe, walkable distance.

***Public safety and emergency service response are critical to the well-being of Billings' residents and businesses***

The property under proposal is within the city but the response of emergency response to these areas is increased compared to those closer within the city which compromises public safety. In addition, public safety becomes more in question with higher, dense population housing. In our neighborhood, we have had very limited issues with the uptick of crime the city of Billings has seen over the last year in particular. With increasing the amount of dense housing in this area, the public safety is at risk.

***Community investments that attract and retain a strong, and diverse workforce also attracts businesses.***

The goal of the proposed change is to attract diverse demographic to this area of Billings. Here in our neighborhood, we are all "working class" residents. the property's proximity to the 62nd and Rimrock "central node" was estimated by the developers to decrease transportation costs. As previously stated, this area is not a central node and doesn't have any current business or concrete plans for what the businesses may potentially be in this area. It has been zoned as commercial for several years with no businesses choosing to operate in this area.

***West Billings Plan***

***Plan for a mix of land uses that reduces automobile usage by locating stores, housing, schools, and recreation within a very short drive (or walking distance) from each other in compact neighborhoods with pedestrian-oriented streets***

Again, the proposed area is several miles from stores, schools, and recreation beyond that of the proposed zoning P1-Parks. The schools are not walkable, nor are businesses, entertainment etc. to this area.

The 10 zoning Change Criteria:

***Whether the new zoning is designed in accordance with Growth Policy***

The concerns listed above are those and how the new proposal does not support the growth in accordance with the Growth Policy.

***Whether the new zoning considers the character of the district and the peculiar suitability of the property for the particular use***

There are small areas in the current neighborhoods with zoning other than N3 zoning. Prior to entering the existing Copper Ridge division, a small area of NX2 zoning exists along Rimrock. Although the proposed zoning is "consistent" with this small area, the proposed zoned area will connect in with the existing N3 copper Ridge homes, while the other NX2 zoned areas do not. The proposed changes are not consistent with existing areas and does not promote compatible growth nor does it consider the character of the current properties.

**Whether the new zoning will conserve the value of buildings**

The risk of the new proposal has a chance to decrease home value in this area of the City. In addition, with increased amount of traffic, noise, increased response time, increased distances from commercial areas, etc. it will detract from the value of the existing homes.

**Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings**

The new proposal will provide more dense housing, but the location is not appropriate. Increased density housing requires the city infrastructure to be able to support it. Beyond utilities, the infrastructure of the City of Billings is not yet ready to support dense housing in this area, being several miles from DEVELOPED COMMERCIAL nodes, schools, indoor recreation areas and others.

**Whether the new zoning is designed to secure from fire and other dangers**

With all the water running off of the rims, this area has had issues with flooding historically, as well as settling in the neighborhoods requiring extensive home renovations to increase stability. The building of high dense housing in this area is unwise and as mentioned before, also has increase response time for emergency vehicles.

**Whether the new zoning will promote the public health, public safety, and general welfare**

No. The development designed packs dense housing into areas in which owners bought their homes to be out of the "city" with access to city services, and with current areas zoned to be similar, subsequent housing. With dense housing comes increased crime, increased noise rates, and will have negative effects on those already residing in this area. The city also poses risk to having "affordable" housing in an area close to railroad tracks causing increase likeliness of injuries occurring from inappropriate use of the area.

**Whether the new zoning will facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements.**

The proposed neighborhood will increase traffic significantly on narrow roads. The schools in this area are already overloaded. Per communication with Dr. Garcia, the superintendent of instruction for School District 2, the enrollment data is as follows:

| School Name                       | Level | uilding Ca23 | Enrollme | Utiliz |
|-----------------------------------|-------|--------------|----------|--------|
| <a href="#">Arrowhead</a>         | ES    | 460          | 429      | 93%    |
| <a href="#">Boulder</a>           | ES    | 416          | 502      | 121%   |
| <a href="#">Meadowlark School</a> | ES    | 460          | 556      | 121%   |
| <a href="#">Poly Drive</a>        | ES    | 329          | 303      | 92%    |
| <a href="#">Ben Steele</a>        | MS    | 743          | 740      | 100%   |
| <a href="#">Billings West</a>     | HS    | 1731         | 2194     | 126%   |

Increasing the enrollment numbers in these schools that are already literally overflowing would be a misuse of the resources available in Billings. In addition, the time that it requires to bus a higher amount of children to already overflowing schools, will increase the amount of time the busses spend in the current and new neighborhoods, as well as requiring additional bussing services to be put in place to support the need for transportation given the large distance to the schools.

**Whether the new zoning will provide adequate light and air**

The community is being developed in an area where there is currently an abundance, however the increased use of multi-story, dense housing will limit that and therefore does not meet this requirement

**Whether the new zoning will affect motorized and non-motorized transportation**

Again, there is no developed commercial area within walking distance, or several miles of driving distance, down a road that does not have developed walking paths past 54th street. Walking, bicycling, and utilizing the path is not feasible and should not be considered to meet this criteria. If this passes in the future with similar plans, the developer will be required to make traffic adjustments which will then cut into developed P1 park space in order to expand the road, thereby decreasing the amount of recreation area, and increasing the risk to public safety.

**Other**

In addition to all the above points and concerns, there are a few additional things I'd like to take a moment to point out.

The rezoning requirements are that the current landowners within 0.25 miles or 1320ft are given notice of the neighborhood meeting in order to discuss the upcoming proposal. On January 25th the meeting was held. There are several neighbors within this required area that were never notified. A few letters were sent out, post marked and dated for January 18th. This does not meet the mandatory minimum of 15 days' notice required by the City of Billings.

The current landowners, Williams Homes, is based out of California and do not have the best interest of the Billings Residents at their core. Although not reflected in the meeting minutes at the neighborhood meetings, the comment was made by a representative that this was one of the "last projects in Billings before (we) plan to get out".

I would implore you consider the above information, along with the comments received by my fellow neighbors. It is my request that if an extension for the application is granted, that the developer/owner will be given until April. If they are given the extension until May, it is my request that an additional neighborhood meeting will have to occur with the PROPER notification as required by Billings Re-zoning laws.

As you are aware, it is not uncommon for landowners and developers to request an extension for zoning applications in hopes that the opposition will "fizzle" or decrease in order to make the task at hand easier. Given the fact there are many residents in the City beyond just those of Copper Ridge, I ask that you give my proposal consideration for extension, or continue as originally planned for a City Council vote on March 25th.

I appreciate your time and consideration and am happy to discuss any concerns you may have further.

Respectfully,

Hillary Johnson

**Cromwell, Nicole**

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**From:** John Moore <jemoore98@gmail.com>  
**Sent:** Sunday, March 3, 2024 6:38 AM  
**To:** Cromwell, Nicole  
**Subject:** [EXTERNAL] Opposition to Zoning Changes in West Rimrock Area

John E Moore

7002 Shiny Penny Way

Billings, MT 59106

(850) 723-4379

3 March 2024

Nicole Cromwell

Zoning Coordinator

City of Billings

Dear Ms. Cromwell,

Please accept this submission in advance of the Zoning Commission meeting regarding the proposed zoning changes in the West Rimrock area. Also, please let me know if I need to resend this email with a signed letter so it may be added to the official record of the meeting.

Thank you.

I am writing to inform you of my opposition to the zoning change in the West Rimrock area/Copper Ridge development requested by Williams Homes. In essence, the zoning request will significantly increase the density of dwellings at the furthest end of the City of Billings and the Copper Ridge development. My opposition is based on the items outlined below:

1. Traffic and infrastructure. The placement of high-density housing at the very end of Rimrock Ave, a 2 lane road which is the only access to the development, will have a significant negative impact on existing residents of Copper Ridge and the residents of the proposed development. With a planned increase in density to 450 dwellings, it is possible that up to 1000 new vehicles will need to transit to and from the development on Rimrock.

2. Education. Children from this area are currently transported to Boulder Elementary. Boulder, like most schools in the Billings area, is at capacity. The addition of significantly more students into an already stressed and crowded school doesn't seem a logical choice. Schools, like all infrastructure, should be an early part of the planning process for city development. To my knowledge, no new elementary schools are opening in the West End of Billings to handle the currently planned growth. To add high density housing without prior planning does not seem wise.

3. Incompatibility with the Centers of Disease Control and Prevention Healthy Community Design principles. A key element of Health Community Design is decreasing dependence on the automobile by building homes, businesses, schools, churches, and parks closer to each other so that people can more easily walk or bike between them. Placing high density housing at the most distant edge of the city is not inline with these principles. In fact, it is in direct opposition. If this zoning change is approved, more children will be placed on buses and transported to school and more workers will need to get in cars to drive to work. For those who may want to bike to work, there is no safe route for them to take.

I am not opposed to growth in the Magic City. But growth needs to be thoughtfully planned to benefit all members of our wonderful community.

Please feel free to contact me with any questions.

Sincerely,

John E. Moore

## Cromwell, Nicole

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**From:** John and Ruth Moore <mooresontheroad@yahoo.com>  
**Sent:** Sunday, March 3, 2024 1:50 PM  
**To:** Cromwell, Nicole  
**Subject:** [EXTERNAL] Zoning change 1047 - Copper Ridge

Ms. Cromwell,

I strongly oppose the proposed zoning change (1047) in the Copper Ridge neighborhood area at the far west end of Rimrock Road proposed by Williams Homes.

This zoning change will greatly increase the density of the development area and will have a significant negative impact on the surrounding neighborhood. My reasons for opposition to this change are outlined below:

1. Increased Traffic without Supporting Infrastructure - Rimrock Road is a two lane road running along the southern side of this development, and it is the only access road. There are no other access roads because the area is bound by the railroad and the existing West Copper Ridge neighborhood on all other sides. With a planned increase in density of up to 450 dwellings, it is reasonable to assume that approximately 1,000 new vehicles will be transiting Rimrock Road (and/or cutting through West Copper Ridge). Increasing density to these numbers at the far end of Rimrock Road does not make sense.

A new roundabout is in the works at the intersection of Molt and Rimrock Roads, but, at approximately 1.5 to 1.75 miles from this development, it will not help to ease the burden of access.

2. Increased Burden of Schools - Children from this area attend Boulder Elementary, Ben Steele Middle School and West High. Boulder and West are at or over capacity. Adding more students does not seem like a logical decision. I understand that the school district is separate from the City; however, schools, as well as other infrastructure, should be a vital part of the equation when considering increasing density in development. To my knowledge, no new schools are planned that would serve this area.

3. Not Aligned with Healthy Community Design Principles - Key elements of healthy design principles include the mixture of residential, commercial, recreational and other zones to promote walkable neighborhoods, increase neighborhood character and decrease reliance on automobiles. Placing high density housing at the farthest edge of the city is the opposite of healthy community design. If anything, in this case, it is the direct opposite. This zoning change will put more kids on buses and increase traffic on a road not designed for it as people need to get to work. Perhaps less of a consideration, but, biking is not an option as there is no safe route connecting our neighborhood to the existing trails at this time (and this zoning change can not provide that access).

I do understand and support the need for planned growth and increased housing density in some areas of our beautiful city. However, such growth needs to be thoughtfully planned and beneficial to the overall community. With that in mind, I hope you take my thoughts into consideration and oppose this zoning change.

Please contact me if you have any questions. Thank you for your attention to this matter,

Ruth Moore  
7002 Shiny Penny Way  
West Copper Ridge neighborhood  
850-723-4378

Sent from Yahoo Mail on Android

[Sent from Yahoo Mail on Android](#)

**From:** [SALLY PANKNIN](#)  
**To:** [Cromwell, Nicole](#); [Berns Brenda](#)  
**Subject:** [EXTERNAL] Petition Rezoning of West Rimrock  
**Date:** Friday, March 1, 2024 8:22:37 PM

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This is my opposition to the proposed zoning request by Williams Homes in CopperRidge.

We purchased our home through the original developer Oakland Built Homes and we were told and shown by an artist rendering the future of the development was to consist of single family homes and green spaces. That consistent flow of a community feel, private yards, views of the Rims, not seeing oversized homes or apartment buildings and minimal traffic is why we bought a home in this particular subdivision.

Since then Oakland has sold the remaining lots to Williams Homes a California based builder who is now turning CopperRidge into a California style beachfront area with its two story (not split level as the local builders use) multi colored homes with tin porch rooftops and RV garages. Williams Homes heard about the displeasure the current residents have with the two story houses blocking views and towering over yards and invading privacy in our homes and yards. The representative was condescending with his replies stating that “he was well within his rights as a builder to build what he wants” and if we had an issue to “take it up with the city because the city approved the plans”

The developer has no interest in improving the CopperRidge community nor benefiting Billings residents . They are unable to sell the \$540k+ homes they built and are now trying another way to use the parcels to make a profit. The builder can't complete the housing it has started. There are multiple dirt piles and holes throughout the subdivision because they started the excavation, dirt outline formation but never commenced with building. How are they going to manage project housing? Will it be outsourced for management or will it be sold to someone else just so they can make a few dollars?

Consider the strain adding 450+ apartments ( averaging 5 people per unit) will have on city services, trash removal ( apartment buildings use dumpsters and the wildlife will have a daily buffet available), emergency services and schools that service our area. Will there be added police patrols, more officers available for calls, ambulatory, fire stations and bus transportation? There are only two ways into the subdivision and each are two lane roads, it can't accommodate 900 + additional vehicles and that many vehicles in a small area increases the likelihood of car accidents, pedestrian to vehicle accidents and more incidents involving collisions with wildlife.

The original subdivision request by Oakland needs to be followed. Just because the property changed hands doesn't change the fact that the approval was granted on the information submitted by Oakland, it was to be single family homes only! This isn't about some builder's “rights” we, the residents of this community, residents of Billings have to live in this subdivision. We will have to live with the consequences of a rezoning change, not the builder. It shouldn't be this stressful to live in a place I was glad to call home.

Please don't approve the rezoning application. Billings doesn't need to be another Bozeman.

Thank you for your time  
Sally Huntley-Panknin

**From:** [Tanya Saunders](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] Copper Ridge going change  
**Date:** Thursday, February 29, 2024 5:51:43 PM

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Dear Madame,

I have lived in Copper Ridge since Nov 2020. I love it here because of the openness and the quiet. I don't hear the traffic or the gunfire that I did when I lived near Burlington School. I enjoy walking the paths around here because I do not feel afraid to be by myself as a single walker. I feel the zoning change would negatively affect the neighborhood. I oppose the proposed zoning change.

There are several reasons why I do not think this is a good idea. First of all, I do not think Rimrock Road could handle another estimated 500 cars. It can not handle the volume it has right now. The condition of this 2 lane road is terrible. We are expecting to have a round-about at some point, but the rest of the road will not change for the foreseeable future.

Secondly, there are no schools out here and no plans to build any. The elementary school children are bused to Boulder or Meadowlark School. Those schools are overcrowded as it is. Adding multiple apartment buildings could potentially add a hundred more elementary kids.

Lastly, all the newly constructed houses are built on piers as the ground is unstable. Is it possible to build a large complex like an apartment building on piers? What if that is not done and the building shifts and partially sinks?

I do believe Billings needs apartments. I just think Copper Ridge would not be a good place for them. If Rimrock Road would be 4 lanes from Shiloh to 70th and an elementary school is in walking distance of Copper Ridge, then I would not have any opposition. However, I do not see either of those happening.

Thank you for your time,

Tanya Saunders

Zone Change 1047

Received via email to Nicole Cromwell

March 5, 2024

Martha and I regret that we are out of state together as you prepare for this evenings zoning meeting. We are reluctant to support rezoning and further expansion of the westward aspect of WH Copper Ridge 54. We respectfully ask for the city to consider the concerns of the existing homeowners in copper ridge as well those of the rural and ranch homeowners with nearby tracts of land.

As for us, we ask you to take into consideration the effect and impact on recreational, western pleasure and sport horse owners at our barn and riding facility, High Plain Stables. The horses and riders need some protection from the urban onslaught pressuring their boundaries. Please help us preserve and protect the tradition and value of riding and our deep respect for the horses here in this corner of Montana. Martha and Greg McDowell

## Cromwell, Nicole

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**From:** Gulf Group <gulfgroupnow@gmail.com>  
**Sent:** Tuesday, March 5, 2024 11:43 AM  
**To:** Cromwell, Nicole  
**Subject:** [EXTERNAL] Concerning West Rimrock rezoning petition

To whom it may concern

Hello my name is Rene Scott we live at 7046 Copper View Way, Billings, MT 59106. We are close to the new proposed subdivision by Halverson at West Rimrock and 70th.

My background was in large scale development. I helped build and decorate hotels around the country. I also handled projects like this, when dealing with the EDC Economic Development Corporation to get free land tax savings and City buy in.

What I know what these developers are proposing for our combine neighborhood. This project is something that I would have placed in a blighted area or at the edge of the city. But not next to a thriving upper end area of the city. With major potential growth for comparable homes, and true middle-class living. As There is so much potential for growth here off of Rimrock.

So the demographics that this type of development will be pulling is much lower cost-of-living homes stacked on top of one another. Pulling in rental properties owners and temporary residence So please consider that there is a serious safety element to that type of residence to the city resources, and the existing neighborhoods.

So, with those demographics they would start pulling from our property values to the surrounding homes and neighborhoods plus tone of the area.

The price point on these homes are way below What's currently in our neighborhood. This type of development would ultimately would be a drain on the style and quality of the neighborhood, the city, tax revenue, and the quality of life that We expected when we paid a higher price for this area. The ability to enjoy the view of the rims would be destroyed due to the apartment complex taking over the air real estate.

This development has one purpose. It is to put as many people in the square footage allowed to make the developers the most returns on their money.

Once they've sold their properties, they are gone from the area they no longer care what happens to the current residence Nor the city.

I am not happy with this nor are our neighbors.

This type of development will ultimately steal our property values. Along with our magnificent views Of the rims. Then our resources, Our road our taxes, schools , due of all the extra people that will bring to the area.

I would like have Billings reevaluate due to the large scale of development that could possibly go this direction. I think this is shortsighted by all concerned. We're trying to build neighborhoods here. This will put a strain on the transportation on Rimrock, our sewage, we will have to pay

extra taxes for new schooling. Also, the demographics that this brings in for apartment complex comes along with travelers and government voucher living. Not good for a thriving neighborhood.

But mostly this will destroy our neighborhood. I moved here with the thought that new development would be consistent with what we currently live in. That is not what this is. I highly recommend that the City work with this development to bring in the housing as it's needed but it does not need to go next to the type of homes here off the Rimrock area.

You are basically sucking the life out of our neighborhood. As this is not compatible urban growth. Please forgive my letter being so hasty I had a very short time To write this as I just mafe aware that these needed to be in before noon today. If I had more time, it would have been much more professional, but I think you get the general overall message. My name is Rene Scott and I will do whatever is needed professionally to stop Or at least modify this type of development. I wish that the city and these developers would consider something more comparable to what we have here and I think the neighborhood is even good with Upper end townhomes, but not an apartment complex.

Thank you.

Zone Change 1047

Received via email to Nicole Cromwell

March 5, 2024

Martha and I regret that we are out of state together as you prepare for this evenings zoning meeting. We are reluctant to support rezoning and further expansion of the westward aspect of WH Copper Ridge 54. We respectfully ask for the city to consider the concerns of the existing homeowners in copper ridge as well those of the rural and ranch homeowners with nearby tracts of land.

As for us, we ask you to take into consideration the effect and impact on recreational, western pleasure and sport horse owners at our barn and riding facility, High Plain Stables. The horses and riders need some protection from the urban onslaught pressuring their boundaries. Please help us preserve and protect the tradition and value of riding and our deep respect for the horses here in this corner of Montana. Martha and Greg McDowell

**From:** [Leslie Cooke](#)  
**To:** [Cromwell, Nicole](#)  
**Cc:** [Tidswell, Dan](#); [scott@performance-ec.com](mailto:scott@performance-ec.com); [Aspenlieder, Scott](#); [Gulick, Ed](#); [Shaw, Kendra](#); [kendra.shaw@gmail.com](mailto:kendra.shaw@gmail.com); [Cole, Bill](#)  
**Subject:** [EXTERNAL] Public Comment - rezoning at Rimrock and 70th Street West - application 1047  
**Date:** Monday, May 6, 2024 7:23:10 AM

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Please include my public comments below at the zoning meeting tomorrow, May 7. I will not be able to attend in person.

I write to express my continued opposition to the existing zoning for the south end of Copper Ridge, now referred to as "The Trestles" - application 1047. Safety is a requirement that the zoning board is obligated to consider. My concerns center primarily around pedestrian and bicycle safety on and near Rimrock Rd as vehicle traffic loads continue to increase, and will certainly heighten should this application be approved.

From my perspective, the recent revision to the zoning change request is somewhat of an improvement over the original change request, but still creates high-density housing much too far from existing city services. The distance from the center of town necessitates that residents who would occupy these new dwellings MUST drive to reach any and all retail, office, school, or municipal services. While there is a small patch along the south side of Rimrock Rd near Molt Rd which is zoned commercial, it is unlikely to contain enough businesses to prevent the need to travel by car into the existing commercial areas in town. Rimrock Rd has become the de facto route from the far northwest end into town. Rimrock Rd is nearly 100% residential, and the increase in traffic on Rimrock is negatively impacting safety and overall quality of life for existing residents along and near Rimrock.

I do not oppose high-density housing in general. However, the location of this project concerns me, primarily around the issue of safety in the incumbent neighborhoods along Rimrock Rd, caused by increased traffic.

Rimrock Rd is both a neighborhood street and an arterial. The immense growth over the last 2 decades to the far northwest (ie Copper Ridge, Ironwood and others) has placed an enormous amount of commuting traffic on Rimrock Rd.

I believe this request, as well as any other zoning and/or zoning modification requests, seeking to increase the number of dwellings on the far northwest end of town, must take into account the increase in traffic on Rimrock Rd, and the related safety impacts. And developers who profit from these developments must share in the cost of needed studies and improvements to the roadways that branch out from the new neighborhoods.

With the soon to be open IBL (aka Skyway Drive), Rimrock Rd will see yet another uptick in vehicle traffic. Every increase in vehicle traffic has pedestrian and cyclist safety impacts.

The following safety concerns need to be addressed prior to approving any zoning change requests that create a significant impact on pedestrian safety:

- A study to locate and implement a further west route off of the Rimrocks. Zimmerman Trail is heavily used by both vehicles and large heavy trucks. The IBL will put more traffic on Zimmerman, which is a winding and narrow road on the side of a sandstone cliff, originally used as a shepherder trail. We need to understand how many vehicles turn left or right onto Rimrock Rd at the intersection of Rimrock/Zimmerman. And how many continue through the narrow portion of Zimmerman between Rimrock and Poly. The City, as well as the community as a whole, needs a plan to move some of the traffic coming down Zimmerman to a point further west, near where all the far northwest end development continues to occur. Developers who seek to increase housing volume to the far northwest end, which will cause an increase in vehicle traffic, need to financially support this study. Zimmerman is a key route to the airport. If Zimmerman is impacted adversely, and has to be closed for repairs, rock slides, or rebuilding, that forces airport bound traffic to travel east on Rimrock to N27<sup>th</sup> to reach the airport.
- Crosswalk Study on Rimrock Road. Rimrock between N27<sup>th</sup> and Shiloh only has 2 crosswalks that are not at controlled intersections. Developers who seek to increase housing volume to the far northwest end, which will cause an increase in vehicle traffic, need to financially support this study.
  - One of the 2 existing crosswalks does have a crossing light signal (Rimrock/Arvin). The other does not (Rimrock/Beartooth).
  - Children who live on the north side of Rimrock Rd, and the neighborhoods above Rimrock Rd, must cross Rimrock Rd to walk to school. There are no schools north of Rimrock Rd. Because walking to school across Rimrock is unsafe, many parents drive their children to and from school, which of course increases traffic congestion on Rimrock Rd, and in the neighborhoods around the several elementary schools that serve children above Rimrock Rd.
  - A crosswalk is needed at Rimrock and Rehberg. This intersection is not controlled by a traffic light, and the City does not plan one in the near future. In the meantime, this intersection has become unsafe during commuting hours when turning left onto Rimrock from Rehberg. This is in the area where middle schoolers could easily walk to Will James School. My own kids walked safely to Will James in the early 1990s, prior to Rimrock becoming such a busy street. There is a small change in elevation just east of Rehberg on Rimrock, which can create visibility issues for drivers who do attempt to turn onto Rimrock.
- A reduced speed limit school zone should be established on Rimrock Rd, from Shiloh or

41<sup>st</sup> St W, to a point east of 38<sup>th</sup> St West. (north of Arrowhead School). Commuting traffic coming east on Rimrock (from the far northwest neighborhoods) travels in a 45 MPH speed zone, which drops to 35 MPH at 41<sup>st</sup> St W. Unfortunately, when the light is "green" at Rimrock & Shiloh, a good number of these drivers continue at 45 MPH, often all the way to the Rimrock/Zimmerman intersection. And I have repeatedly observed many of them using the right-hand turn lane on Rimrock that exists between Shiloh & 38<sup>th</sup> to whip around and pass vehicles in the east bound driving lane whose drivers are observing the legally posted speed limit. Creating a lighted school zone would increase awareness and safety during the hours children are attempting to cross Rimrock to and from school. Please also note: Not only do children cross Rimrock to get to Arrowhead School, but they also cross to get to the baseball park areas south and west of Arrowhead, including Landon's Legacy Miracle Field.

- Bike lane study: The City plans to implement a project on Rimrock from 17<sup>th</sup> St W to Zimmerman which would slightly widen the bicycle lanes, by narrowing the driving lanes. I believe, as do some others, that the volume of traffic is too high on Rimrock to safely support bicycle lanes at all, unless other safety measures are implemented. Developers who seek to increase housing volume to the far northwest end, which will cause an increase in vehicle traffic, need to financially support this study.
- On street parking study: As a resident of Rimrock Rd since 1988, I have seen the traffic volume steadily increase. There was a profound increase following the widening of Rimrock, and removal of on-street parking. And the removal of on-street parking has tended to increase speeding during late night hours. I have heard Mayor Cole on multiple occasions state that putting parking back onto Rimrock Rd would help calm the traffic. He's right. This issue needs to be studied. Developers who seek to increase housing volume to the far northwest end, which will cause an increase in vehicle traffic, need to financially support this study.

I respectfully request that our zoning officials consider the safety of residents on Rimrock Rd before approving this or other zoning requests on the far northwest end of Billings. I support responsible growth in our City, and as such, residents of the incumbent neighborhoods deserve that their safety be considered. Safety is first and foremost in quality of life.

Thank you.

Sincerely,

Leslie Cooke

Resident of Rimrock Rd since September 1988

**From:** [Dustin Sasken](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] Zone Change 1047 - Copper Ridge 7th & 8th Filing - N3 to P1 and N1  
**Date:** Monday, May 6, 2024 9:07:03 PM

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The proposed development at Copper Ridge 7th & 8th Filing is not in congruence with the surrounding neighborhoods, the roads ARE NOT designed for heavy, dense population traffic. The traffic increase is already noticeable, adding more density will surely increase it more. There is no walkable amenities in the area and there are no sidewalks or trails that provide access to the amenities 2 miles down the road. There is a small section of land that is zoned commercial but we have not seen or heard of the use of the land. It could be a Town Pump. I would not consider this a type of walkable community building establishment.

The schools are OVER CAPACITY. With potentially adding more people there could be a need for redistricting because Arrowhead and Boulder schools will not be able handle more students. Which could potentially displace kids from there current schools.

At minimum, please consider keeping the proposed area zoned as N3 ( Residential Neighborhood).

If the city of Billings wants more population dense neighborhoods then we propose:

1. The developer should REQUIRED to do a traffic study AFTER the roundabout is complete, and they need to incur the cost of road expansions that will be necessary.
2. We need a BUFFER ZONE for the properties that were built on the perimeter on the open field, as they bought the homes anticipating additional N3 neighborhoods.

Thank you,  
Dustin Sasken

Sent from my iPhone

**From:** [Karen Gill](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] Zone Change 1047  
**Date:** Monday, May 6, 2024 11:33:53 PM

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We are writing to strongly object to the N1 zone change request. The proposed project is inconsistent with the established architectural design and density of the existing neighborhoods in Copper Ridge. Williams Homes assured home buyers that new projects would remain in line with homes already in existence. This requested action represents a broken promise. We are at the outer city limits of Billings. Due to lack of bus service, retail stores, and schools, this is not the time or place to be building dense housing.

As far as we can see, the only reason for creating these smaller properties is to increase revenue for the builder.

Sincerely,  
Robert and Karen Gill  
7095 Copper Bend Blvd  
Billings, MT 59106

**From:** [Tracy Samek](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] Re zoning  
**Date:** Sunday, May 5, 2024 11:56:56 PM

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I am unfortunately able to make it to the meeting on the seventh however, I want to voice my opinion on the insanity of the addition of this area with so many people. The infrastructure around here is not designed for that dense of a population.

This IS NOT a compromise, the proposed development IS NOT in congruence with our surrounding neighborhoods, the roads ARE NOT designed for heavy, dense population traffic, and we the tax payers will PAY MORE PROPERTY TAXES when our neighborhood roads need redone.

The schools are OVER CAPACITY, and this area IS NOT designed for dense population.

WE WANT the proposed area to remain zoned as N3 ( Residential Neighborhood). If the city of Billings wants more population dense neighborhoods then we propose:

1. The developer is REQUIRED to do a traffic study AFTER the roundabout is complete, and they need to PAY FOR THE ROAD expansions that will be necessary.
2. We need a BUFFER ZONE for the properties that were built on the perimeter on the open field, as they bought the homes anticipating additional N3 neighborhoods.

Thank you  
Tracy Samek

**From:** [John and Ruth Moore](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] Zone Change 1047  
**Date:** Monday, May 6, 2024 3:25:43 PM

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Good afternoon,

I am writing to state my continued opposition to the proposed Zone Change 1047 for the Copper Ridge neighborhood. This email is attached to my previous email, which detailed my objections to the proposed change. Those objections remain valid; the revised plan still increases traffic without providing supporting infrastructure, increases the burden on already overcrowded schools and is not aligned with Healthy Community Design Principles. I hope that my first email will be included in the comments for this revised change.

Additionally, I would strongly urge the Zoning Commission to really take into consideration the traffic impact of this revised plan on the adjacent, existing homes in Copper Ridge. When we bought our home less than two years ago, Shiny Penny Way was shown as ending in a cul-de-sac at approximately the start of this revised planned. Shiny Penny Way, and Bronze Blvd. to a lesser extent, will become cut-through streets for a good portion of the area covered by the zoning change. We would not have purchased our home knowing it would eventually sit on a heavily trafficked street.

One solution to offset the increase in cut-through traffic would be to leave Shiny Penny Way, and possibly Bronze Blvd., as cul-de-sacs. It is not without precedent to have an area of increased density housing adjacent to the Copper Ridge and Falcon Ridge neighborhoods without connecting streets. The duplexes at Signal Peak Ave. and Rimrock Road (near the placement of the new roundabout) do not have connecting streets into the other neighborhoods.

Alternatively, requiring a third entrance on Rimrock Road closer to the east end of the proposed development (for example, there is a cul-de-sac shown on the plans that could easily be made to connect to Rimrock Road) would help alleviate the increase in traffic due to drivers cutting through the neighborhood.

On a side note, Williams Homes still shows Shiny Penny Way as ending in a cul-de-sac (not as a through street) on the map of available lots in their model homes. There is no information advising prospective buyers of the proposed zoning change (at least as of April 28, 2024). Their lack of transparency has understandably angered many of the current residents; it feels dishonest and does not encourage confidence in their willingness to take anything other than their profit into consideration. When neighbors at our neighborhood informational meeting said they have been lied to by the developer regarding the development of that parcel, I tend to believe them, insofar as they were at the very least not necessarily told the entire truth.

Thank you for your time and consideration of this matter.

Sincerely,

Ruth Moore  
7002 Shiny Penny Way

[Sent from Yahoo Mail on Android](#)

----- Forwarded Message -----

From: "John and Ruth Moore" <mooresontheroad@yahoo.com>

To: "tidswelld@billingsmt.gov" <tidswelld@billingsmt.gov>,  
"aspensieders@billingsmt.gov" <aspensieders@billingsmt.gov>,  
"crowmwelln@billingsmt.gov" <crowmwelln@billingsmt.gov>,  
"bernsb@billingsmt.gov" <bernsb@billingsmt.gov>

Sent: Sun, Mar 3, 2024 at 1:46 PM

Subject: Zone Change 1047 - Copper Ridge

I strongly oppose the proposed zoning change (1047) in the Copper Ridge neighborhood area at the far west end of Rimrock Road proposed by Williams Homes.

This zoning change will greatly increase the density of the development area and will have a significant negative impact on the surrounding neighborhood. My reasons for opposition to this change are outlined below:

1. Increased Traffic without Supporting Infrastructure - Rimrock Road is a two lane road running along the southern side of this development, and it is the only access road. There are no other access roads because the area is bound by the railroad and the existing West Copper Ridge neighborhood on all other sides. With a planned increase in density of up to 450 dwellings, it is reasonable to assume that approximately 1,000 new vehicles will be transiting Rimrock Road (and/or cutting through West Copper Ridge). Increasing density to these numbers at the far end of Rimrock Road does not make sense.

A new roundabout is in the works at the intersection of Molt and Rimrock Roads, but, at approximately 1.5 to 1.75 miles from this development, it will not help to ease the burden of access.

2. Increased Burden of Schools - Children from this area attend Boulder Elementary, Ben Steele Middle School and West High. Boulder and West are at or over capacity. Adding more students does not seem like a logical decision. I understand that the school district is separate from the City; however, schools, as well as other infrastructure, should be a vital part of the equation when considering increasing density in development. To my knowledge, no new schools are planned that would serve this area.

3. Not Aligned with Healthy Community Design Principles - Key elements of healthy design principles include the mixture of residential, commercial, recreational and other zones to promote walkable neighborhoods, increase neighborhood character and

decrease reliance on automobiles. Placing high density housing at the farthest edge of the city is the opposite of healthy community design. If anything, in this case, it is the direct opposite. This zoning change will put more kids on buses and increase traffic on a road not designed for it as people need to get to work. Perhaps less of a consideration, but, biking is not an option as there is no safe route connecting our neighborhood to the existing trails at this time (and this zoning change can not provide that access).

I do understand and support the need for planned growth and increased housing density in some areas of our beautiful city. However, such growth needs to be thoughtfully planned and beneficial to the overall community. With that in mind, I hope you take my thoughts into consideration and oppose this zoning change.

Please contact me if you have any questions. Thank you for your attention to this matter,

Ruth Moore  
7002 Shiny Penny Way  
West Copper Ridge neighborhood  
850-723-4378

[Sent from Yahoo Mail on Android](#)

**From:** [Lydia Piper](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] Zone Changes  
**Date:** Monday, May 6, 2024 2:53:55 PM

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To Whom It May Concern:

My husband and I were very excited about purchasing our retirement home in Copper Ridge Subdivision three years ago. We found it to be very peaceful, great neighbors and out of the rat race of a city with no traffic but yet close enough to get what we needed in town.

Now we are having to deal with the plan for the zone change with ridiculous apartments, home that will reduce the value of our current homes and having the horrible issue of terrible traffic. There is only 2 ways out of this area, right now there is only one due to the closure of Rimrock for the round a bout. The traffic has become crazy just because of this closure. Imagine what it will be like with all the new building.

We were happy to see Oakland and Infinity home builders to leave this area and now we have Williams, who is used to California. Someone needs to let him know this is not what we want in Montana. And to return to California.

I hoped this would be our last home purchase but if this plan continues we will be selling and looking elsewhere!

See you at the meeting hoping to bring you all down!

Sincerely and concerned home owner,  
Mark and Lydia Piper  
3047 Forbes Blvd.  
Sent from [Mail](#) for Windows

**From:** [shaun hoover](#)  
**To:** [Cromwell, Nicole](#)  
**Subject:** [EXTERNAL] zoning change proposal 62nd and rimrock area  
**Date:** Monday, May 6, 2024 2:20:00 PM

---



hello,

zoning change proposal 62nd and rimrock area:

The schools are OVER CAPACITY, and this area IS NOT designed for dense population.

WE WANT the proposed area to remain zoned as N3 ( Residential Neighborhood). If the city of Billings wants more population dense neighborhoods then we propose:

1. The developer is REQUIRED to do a traffic study AFTER the roundabout is complete, and they need to PAY FOR THE ROAD expansions that will be necessary.
2. We need a BUFFER ZONE for the properties that were built on the perimeter on the open field, as they bought the homes anticipating additional N3 neighborhoods.

thank you

resident 3399 lucky penny cir, 59106

**From:** [Howard Evans](#)  
**To:** [Cromwell, Nicole](#)  
**Cc:** [Tidswell, Dan](#); [Aspenlieder, Scott](#); [Gulick, Ed](#); [Shaw, Kendra](#); [Cole, Bill](#); [Leslie Cooke](#); [seanandhilljohnson@gmail.com](mailto:seanandhilljohnson@gmail.com)  
**Subject:** [EXTERNAL] Re: Public Comment - rezoning at Rimrock and 70th Street West - application 1047  
**Date:** Monday, May 6, 2024 9:03:00 AM

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Rimrock Neighborhoods Task Force fully endorses the public comments submitted by Leslie Cooke.

While our RNTF members are not in the immediate area of the zoning request, west-end development profoundly impacts traffic in our neighborhoods as asserted in the public comment contained herein.

Howard Evans  
Chair, Rimrock Neighborhoods Task Force

ORDINANCE 24-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION for portions of  
Lots 15 & 16 in Block 3 of Copper Ridge Subdivision,  
7<sup>th</sup> Filing and a portion of Lot 15A of Block 3 in  
Copper Ridge Subdivision, 8<sup>th</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.** Portions of Lots 15 & 16 in Block 3 of Copper Ridge Subdivision, 7<sup>th</sup> Filing and a portion of Lot 15A of Block 3 in Copper Ridge Subdivision, 8<sup>th</sup> Filing are presently zoned Suburban Neighborhood Residential (N3) and is shown on the official zoning map within this zone.

**Section 3. ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for portions of Lots 15 & 16 in Block 3 of Copper Ridge Subdivision, 7<sup>th</sup> Filing and a portion of Lot 15A of Block 3 in Copper Ridge Subdivision, 8<sup>th</sup> Filing, is hereby changed from Suburban Neighborhood Residential (N3), to First Neighborhood (N1) and Public 1(P1) as shown on the attached Exhibit A, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to First Neighborhood (N1) 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.

**Section 5. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 6. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 28th day of May, 2024.

PASSED, ADOPTED and APPROVED on second reading this 10th day of June, 2024.

CITY OF BILLINGS

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

William A. Cole, Mayor

Attest:

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

Denise R. Bohlman, City Clerk

Zone Change 1047 – Copper Ridge 7th & 8th Filings

**Exhibit A**

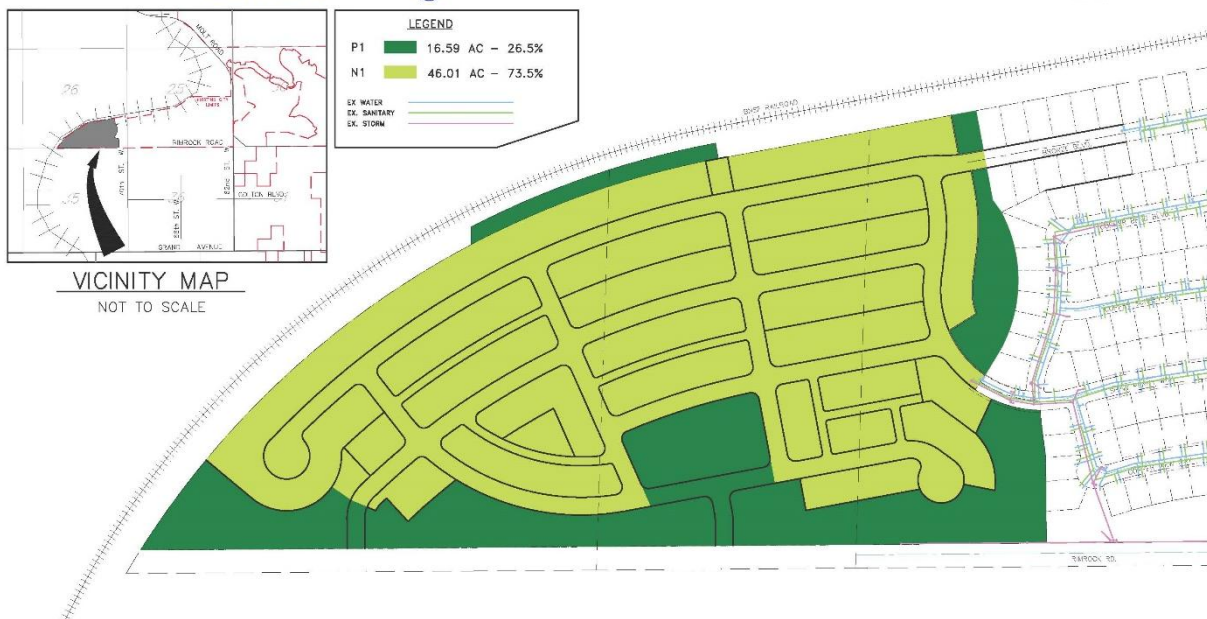
**EXHIBIT A**  
ZONE CHANGE EXHIBIT

WITH  
LOTS 15 AND 16, BLOCK 3 OF COPPER RIDGE 7TH FILING AND A PORTION OF  
LOT 15A, BLOCK 3, COPPER RIDGE SUB, 8TH FILING

PREPARED FOR : WH COPPER RIDGE 54, LLC  
PREPARED BY : SANDERSON STEWART



APRIL, 2024  
BILLINGS, MONTANA



**City Council Regular**

**Date:** 05/28/2024  
**Title:** W.O. 23-11: Downtown 2-Way Street Conversion Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council award a contract for W.O. 23-11: Downtown Two-Way Street Conversion including all Schedules with Alternate Bs to Montana Lines Inc. in the amount of \$6,104,793.15.

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

A Downtown Traffic Study evaluating the current transportation network from Division Street to Main Street and 6th Ave N to 1st Ave S was completed in August 2019. The study recommended prioritizing the conversion of 2nd Avenue North, 3rd Avenue North, and the remaining north-south one-way streets from one-way to two-way traffic within downtown Billings. North 29th Street and North 30th Street were converted to two-way operation in 2021. This project included design of improvements for the remaining one-way north-south streets as well as 2nd Avenue North and 3rd Avenue North. Additionally, the project will complete necessary maintenance improvements to some City of Billings infrastructure in downtown Billings. Maintenance improvements, which are needed regardless of two-way conversion, include pavement preservation, upgrades to aging signal equipment (notably on Division Street and 3rd Avenue North, North 32nd Street and Grand Avenue/6th Avenue North, and North 32nd Street and 4th Avenue North), and upgrades to existing infrastructure to meet forthcoming changes to Public Right-of-Way Accessibility Guidelines (PROWAG). The conversion from one-way to two-way streets moves towards a consistent network of two-way streets within downtown Billings while increasing exposure for downtown businesses, multi-modal connectivity, and accessibility for users. In summary, the accessibility improvements, signal improvements, pavement preservation, and the two-way conversion are most efficiently constructed at the same time.

The project consists of improvements to 18 existing signals, a new signal at 2nd Avenue North and Division, and removal of two signals on North 32nd Street at 2nd Avenue North and 3rd Avenue North. Updates to signing will be provided. New striping will be installed, including the potential conversion of pull-in angle parking stalls to back-in angle parking stalls. Back-in angle parking stalls provide consistency for anticipated MDT requirements on Montana Avenue, as well as with improvements in the EBURD and on North 29th Street and North 30th Street. The project plans currently show back-in angle parking but city staff is evaluating the parking plan to ensure it is the best option. The cost of the project is not dependent on the decision for parking layout so the project can be awarded now and the striping can be changed prior to the work being done.

Bicycle infrastructure improvements are also included, enhancing bicycle connectivity to the downtown core. The project followed the Complete Streets Policy, considered recommendations from the Bike and Trail Master Plan, and is a planned project in the FY24 CIP. The project improvements are consistent with the design intent conveyed to City Council during the 30-percent design update at the July 17th, 2023 work session.

The project was bid in schedules based on location. Schedule 1 includes 2nd and 3rd Avenues N, N 31st, Broadway, N 26th and N 25th. Schedule 2 includes N 32nd St. Schedule 3 includes N 33rd, N 34th and N 35th. Schedule 4 includes all of the PROWAG accessibility improvements. Alternates A and B were also included and are for a chip seal and a scrub seal, respectively. A scrub seal is the preferred alternative to award.

The project is anticipated to be completed in the summer of 2025, based primarily on long lead times for critical signal equipment and contractor schedules.

The project was advertised on March 8th, March 15th, March 22nd, March 29th, April 5th, and April 12th, 2024 in the Yellowstone County News and on the City's website. Bids were opened on April 16th, 2024 and two bids were received. Montana Lines Inc. submitted the lowest, responsible bid. Action on this item was delayed during the May 13, 2024, City Council meeting.

## ALTERNATIVES

City Council may:

- Award WO 23-11 Downtown Two-Way Street Conversion, Schedules 1 through 4; or,
- Not award a contract and reject all bids. If the project is not awarded, these critical maintenance updates and improvements to Downtown Billings will not be completed. The maintenance work cannot be awarded separately from the remaining work due to the way the schedules were bid. Rebidding will be necessary to reduce the scope of work to include only the maintenance work.

## FISCAL EFFECTS

The following bids were received:

|                                     | Montana Lines, Inc    | Askin Construction    |
|-------------------------------------|-----------------------|-----------------------|
| Schedule 1                          | \$3,971,317.55        | \$5,619,691.50        |
| Schedule 1: Alt A                   | \$671,445.00          | \$630,080.00          |
| Schedule 1: Alt B                   | \$427,730.00          | \$363,200.00          |
| Schedule 2                          | \$1,098,146.70        | \$1,408,161.20        |
| Schedule 2: Alt A                   | \$106,382.00          | \$122,670.00          |
| Schedule 2: Alt B                   | \$79,325.00           | \$83,480.00           |
| Schedule 3                          | \$199,623.90          | \$253,965.00          |
| Schedule 3: Alt A                   | \$159,205.00          | \$160,745.00          |
| Schedule 3: Alt B                   | \$121,900.00          | \$117,910.00          |
| Schedule 4                          | \$206,750.00          | \$384,541.00          |
| <b>Total, All Schedules (Alt B)</b> | <b>\$6,104,793.15</b> | <b>\$8,230,948.70</b> |

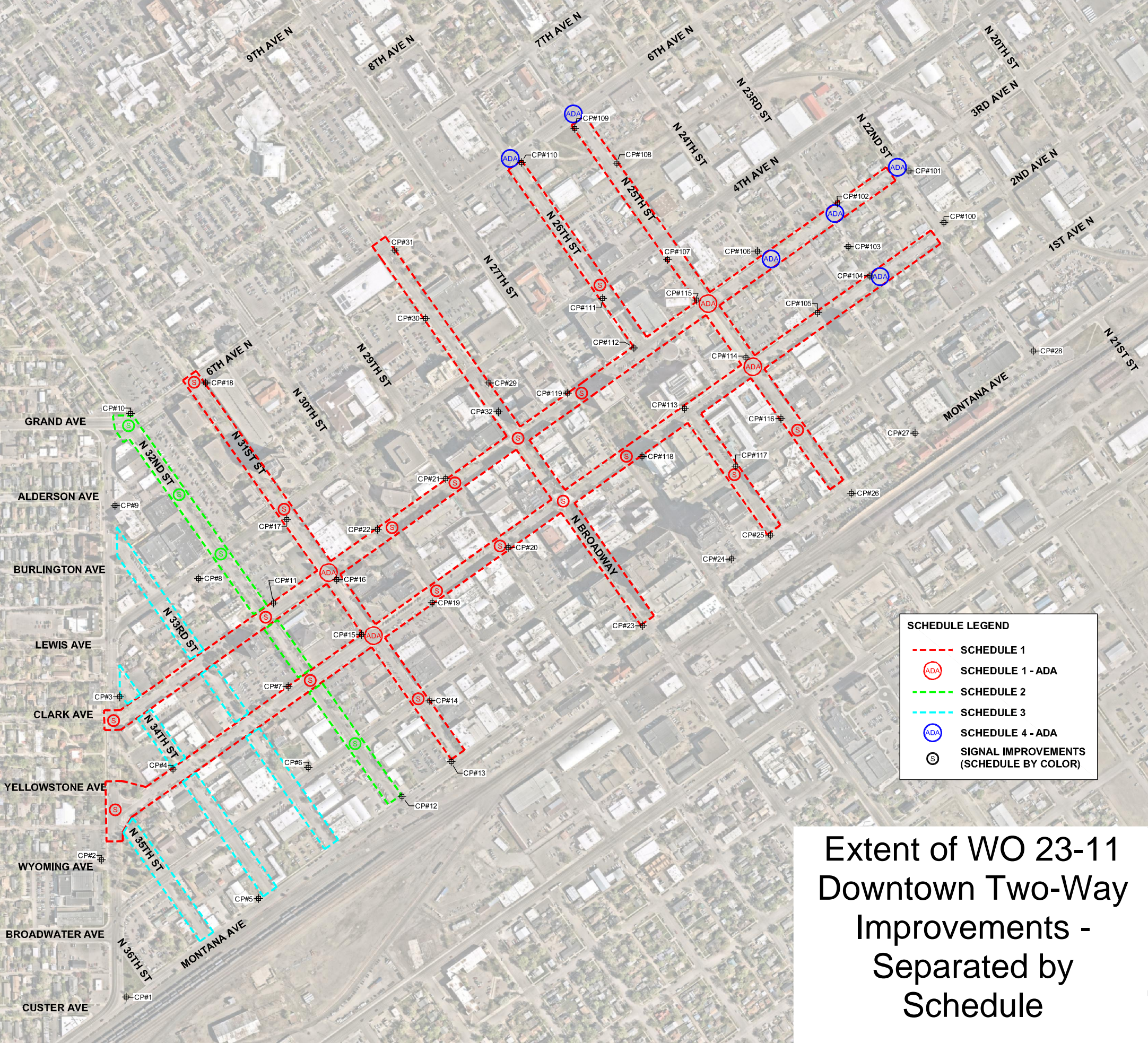
The project was budgeted in FY24. The construction contract will utilize \$2,070,000 of Street Maintenance District funds, \$1,135,558.47 of Gas Tax funds, and \$2,899,234.68 of Downtown Tax Increment Financing (TIF) funds. There is sufficient budget to award this contract.

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### Attachments

Project Map

Cash Flow Projections Downtown TIF



| SCHEDULE LEGEND |                                            |
|-----------------|--------------------------------------------|
|                 | SCHEDULE 1                                 |
|                 | SCHEDULE 1 - ADA                           |
|                 | SCHEDULE 2                                 |
|                 | SCHEDULE 3                                 |
|                 | SCHEDULE 4 - ADA                           |
|                 | SIGNAL IMPROVEMENTS<br>(SCHEDULE BY COLOR) |

Extent of WO 23-11  
 Downtown Two-Way  
 Improvements -  
 Separated by  
 Schedule

|                                                   | Estimated<br>Cash flow<br>for Jan-Jun<br>FY24 | FY25             | FY26             | FY27             | FY28             | FY29             | FY30             | FY31             | FY32             | FY33             | FY34             | FY35             |
|---------------------------------------------------|-----------------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Beginning Cash Balance</b>                     | <b>1,192,333</b>                              | <b>1,715,963</b> | <b>1,738,961</b> | <b>1,872,727</b> | <b>1,488,232</b> | <b>1,306,096</b> | <b>1,161,396</b> | <b>1,003,218</b> | <b>981,575</b>   | <b>2,345,259</b> | <b>3,711,087</b> | <b>5,070,496</b> |
| <b>Revenues:</b>                                  |                                               |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Tax Revenue EXPECTED                              | 1,155,556                                     | 2,627,000        | 2,627,000        | 2,627,000        | 2,627,000        | 2,627,000        | 2,627,000        | 2,627,000        | 2,627,000        | 2,627,000        | 2,627,000        | 2,627,000        |
| Interest                                          | 20,000                                        | 37,700           | 37,700           | 37,700           | 37,700           | 37,700           | 37,700           | 37,700           | 37,700           | 37,700           | 37,700           | 37,700           |
| Entitlements                                      | 133,398                                       | 266,796          | 266,796          | 266,796          | 266,796          | 266,796          | 266,796          | 266,796          | 266,796          | 266,796          | 266,796          | 266,796          |
| Bonding Two Way Conversion                        | 4,035,000                                     |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Rockman Project                                   |                                               |                  |                  | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          |
| Old Town Flats                                    |                                               |                  | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          |
| <b>Estimated Total Revenue</b>                    | <b>5,343,954</b>                              | <b>2,931,496</b> | <b>3,049,496</b> | <b>3,334,496</b> | <b>3,334,496</b> | <b>3,334,496</b> | <b>3,334,496</b> | <b>3,334,496</b> | <b>3,334,496</b> | <b>3,334,496</b> | <b>3,334,496</b> | <b>3,334,496</b> |
| <b>Operating Expenditures</b>                     |                                               |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Debt Service (Empire Garage, 2-Way Conv. #1)      | -                                             | 1,018,730        | 1,015,018        | 1,016,405        | 1,023,735        | 1,023,700        | 1,024,200        | 1,023,300        | 1,020,100        | 1,015,455        | 1,019,300        | 1,021,200        |
| Downtown 2-way conversion Bond #2 Debt Svc        |                                               | 325,000          | 325,000          | 325,000          | 325,000          | 325,000          | 325,000          | 325,000          | 325,000          | 325,000          | 325,000          | 325,000          |
| DBP Operating Agreement                           | 153,692                                       | 316,607          | 326,105          | 335,888          | 345,965          | 356,343          | 367,034          | 378,045          | 378,045          | 378,045          | 378,045          | 378,045          |
| Cost Allocation                                   | 33,047                                        | 67,725           | 69,756           | 71,849           | 74,004           | 76,225           | 78,511           | 80,867           | 83,293           | 85,791           | 88,365           | 91,016           |
| Downtown Cooperative Safety                       | 62,500                                        | 64,375           | 64,375           | 64,375           | 64,375           | 64,375           | 64,375           | 64,375           | 64,375           | 64,375           | 64,375           | 64,375           |
| Transfer to Parking                               | -                                             | 130,000          | 100,000          | 100,000          | 100,000          | 100,000          | 100,000          | 100,000          | 100,000          | 100,001          | 100,002          | 100,003          |
| <b>Total Oper EXP</b>                             | <b>249,239</b>                                | <b>1,922,436</b> | <b>1,900,254</b> | <b>1,913,517</b> | <b>1,933,079</b> | <b>1,945,643</b> | <b>1,959,120</b> | <b>1,971,586</b> | <b>1,970,812</b> | <b>1,968,667</b> | <b>1,975,087</b> | <b>1,979,639</b> |
| <b>Prior Year Development Incentives Approved</b> |                                               |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Arthouse Cinema Phase II                          | 350,000                                       |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Rockman                                           |                                               |                  |                  | 1,000,000        | 1,000,000        | 1,000,000        | 1,000,000        | 1,000,000        |                  |                  |                  |                  |
| ABT                                               | 250,000                                       |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Stone Building                                    | -                                             | 221,922          | 221,922          | 221,922          |                  |                  |                  |                  |                  |                  |                  |                  |
| Kibler & Kirch PO 23-000881                       |                                               | 79,940           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Sign Program 2022 PO 22-000031                    | 6,761                                         |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Sign Program FY25                                 |                                               | 24,000           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| CPTED Program 2022 PO 22-000030                   | 15,647                                        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| CPTED Program FY25                                |                                               | 15,000           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| MJShanks LLC PO 24-000425                         |                                               | 110,200          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Skypoint Project Phase I -PO 22-000032            | 48,805                                        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Skypoint Phase II                                 | 130,000                                       |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Montana Rescue Mission                            |                                               | 210,000          | 210,000          |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Portland Loo PO 23-000878                         |                                               |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Battle of the Plans                               |                                               | 75,000           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| N Broadway Pedestrian Lights                      |                                               | 100,000          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Streetscape Program                               |                                               | 100,000          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Old Town Flats                                    |                                               | -                | 384,553          | 384,553          | 384,553          | 384,553          | 384,553          | 384,553          |                  |                  |                  |                  |
| Lincoln Apartments                                | -                                             | 50,000           | 50,000           | 50,000           | 50,000           |                  |                  |                  |                  |                  |                  |                  |
| Old Billings Hardware                             |                                               | -                | 149,000          | 149,000          | 149,000          | 149,000          | 149,000          |                  |                  |                  |                  |                  |
| BSEDA Façade                                      |                                               |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| CIP 2 way conversion (Design) PO 23-000354        | <b>114,146</b>                                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| CIP 2 way conversion Construction                 | <b>3,590,000</b>                              |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| CIP 5th Avenue Corridor PO 23- 000433 / WO 2309   | <b>34,143</b>                                 |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>Total Approved Incentives</b>                  | <b>4,539,502</b>                              | <b>986,062</b>   | <b>1,015,475</b> | <b>1,805,475</b> | <b>1,583,553</b> | <b>1,533,553</b> | <b>1,533,553</b> | <b>1,384,553</b> | -                | -                | -                | -                |
| Retainage not paid yet                            | 31,583                                        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>Estimated Available Cash For Projects</b>      | <b>1,715,963</b>                              | <b>1,738,961</b> | <b>1,872,727</b> | <b>1,488,232</b> | <b>1,306,096</b> | <b>1,161,396</b> | <b>1,003,218</b> | <b>981,575</b>   | <b>2,345,259</b> | <b>3,711,087</b> | <b>5,070,496</b> | <b>6,425,353</b> |

**City Council Regular**

**Date:** 05/28/2024  
**Title:** MOU with Yellowstone County for Short Term Detention Facility  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends Council approve the Memorandum of Understanding with Yellowstone County for the short-term detention facility.

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

A lack of incarceration space in the Yellowstone County Detention facility continues to cause significant problems for safety in our community. The improvement of safety remains the City's top priority. In a letter dated November 7, 2023, the City proposed to the County that it would contribute \$500,000 to construct a temporary/modular detention facility to hold misdemeanor offenders for 72 hours until they are seen by a judge. This was considered a temporary solution to bridge the gap until a permanent jail expansion could be pursued. The County responded in a letter dated January 30, 2024, with a counter-proposal. Due to liability and insurance requirements, a modular/temporary facility was not appropriate, and therefore the County asked the City to contribute \$3 million for the County to construct an addition to the existing detention facility, which was expected to cost approximately \$6 million. As a result, the City agreed to contribute the value of approximately \$2.7 million. \$2 million in cash over three fiscal years plus a credit for prior over payments from the city to the county for incarceration fees totaling over \$700,000. We have attached the correspondence between the city and county throughout this discussion.

As a result, members of Council and City staff met with County representatives to discuss the details to be included in a memorandum of understanding. A tentative agreement was reached, and the County Commissioners considered and approved an MOU on April 23, 2024. Attached is a final letter from the County describing the agreement and the process the County is undertaking. Also attached is the MOU for final review and consideration and the preliminary design.

I want to highlight two key issues in the MOU. The first references what will be built and states that the facility "does not unreasonably deviate from the preliminary designs previously presented by Shutz Foss Architects, PC. The MOU now includes a draft layout finishing both floors. The second is in reference to the "minimum of 10 beds for use of the City for stand alone city offenses averaged over a 24 hr period." It is also important to understand that the overwhelming majority of individuals who are incarcerated have violated state statutes and therefore the assurance of 10 beds in the MOU is only for arrests that only include municipal/city infractions. Most commonly the municipal infractions are open container, public urination/defecation, alcohol in the park, littering and animal control violations.

The proposed project will primarily hold low-risk offenders who pose a risk to the community but have not been charged with a crime severe enough to warrant detention in the limited space currently available at the main detention facility. Most inmates will likely be released on a bond and/or GPS monitoring after seeing a judge and some remanded to the main detention facility.

**STAKEHOLDERS**

City of Billings and Yellowstone County residents

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

The first payment of \$500,000 will be provided to the County on May 30, 2024. Two subsequent payments of \$750,000 will be provided in the following fiscal years 2025 and 2026. Additionally, the debt the County owes to the City, which

exceeds \$700,000 for previous overcharging of daily occupancy costs of inmates shall be forgiven and eliminated. Further, the City will not be charged for daily occupancy costs of inmates in the short-term facility during the term of the MOU.

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### **Attachments**

Final MOU - County & City

Drawings

Site plan concept

Nov 7, 2023 letter from City to County

Jan 30, 2024 letter from County to City

Feb 26, 2024 letter from City to County

April 23, 2024 letter from County to City

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF BILLINGS AND YELLOWSTONE COUNTY  
TO DEVELOP AND OPERATE SHORT TERM FACILITY AT YCDF**

This Memorandum of Understanding (MOU) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between CITY of Billings (CITY) and Yellowstone COUNTY, (COUNTY) and the Yellowstone COUNTY Sheriff's Office (YCSO).

**WHEREAS**, CITY and COUNTY identified a population of offenders that are committing multiple crimes in a short period of time and are blatantly defying the criminal justice system. These individuals disrespect law enforcement, fail to appear in court, avoid warrants and continue to be free in the community.

**WHEREAS**, CITY and COUNTY desire to develop a short-term detention facility ("STDF") that will be used to immediately detain low-risk offenders who pose a risk to the community but are not charged with a severe crime and are not being held in the limited space at the Yellowstone County Detention Facility ("YCDF").

**THEREFORE**, this Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

Purpose:

STDF will be a detention facility with most inmates being released on a bond and/or other pre-trial monitoring after arraignment or initial appearance. The intent is for local law enforcement to regain the ability to imminently detain individuals in the community who pose a risk to the community but are not currently held at YCDF due to a lack of available space.

Term:

This Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

The initial term will terminate three years after the first day the STDF is operational, and this MOU will be renewed annually after the initial term expires. The parties may mutually agree, in writing, to terminate this Agreement at any time. Further, after the initial three-year term has expired, either party may terminate this Agreement unilaterally with written notice not less than 90 days prior to the end of the initial term or 90 days prior to any subsequent renewal date.

Compensation:

In exchange for the services stated in this Agreement to be performed by COUNTY, CITY agrees to pay COUNTY the pledged amount of \$2 million dollars (\$500,000 in FY 24, \$750,000 in FY25 and \$750,000 in FY26) and the elimination of prior occupancy debt. The first payment of \$500,000 shall be transferred from the CITY to the COUNTY by May 30, 2024. The City will not be charged for occupancy costs for the beds in the STDF dedicated to the City in this Agreement.

Services of COUNTY and YCSO:

The COUNTY and YCSO shall be responsible for the construction, including unanticipated construction costs, operation, and maintenance of the STDF.

The STDF shall consist of a finished, permanent two-story structure capable of housing inmates of approximately the square footage depicted in the conceptual design presented by Shutz Foss Architects, PC, to the COUNTY (roughly 10,000 total sq. ft. with capacity for approximately 33-48 beds per floor as shown on the attached renderings). The final design of the facility will be determined by the COUNTY, and the number of inmate beds may be impacted by competing needs for utility infrastructure, ADA compliance, or other necessary corrections design requirements.

The COUNTY and YCSO shall be responsible for the cost associated with in-house dental, medical, mental health and case management services.

The COUNTY and YCSO shall reserve a minimum of ten (10) beds for use of the CITY for stand-alone City offenses averaged over a 24-hour period.

The COUNTY and YCSO shall remand offenders brought in by local law enforcement until capacity at the STDF is met.

Authorized Representatives:

The parties appoint the following authorized representatives to receive notices and to provide direct communication between the parties:

For CITY:

Gina Dahl, City Attorney  
210 North 27<sup>th</sup> Street  
Billings, Montana 59101

For COUNTY:

Mike Linder, Sheriff  
2323 2<sup>nd</sup> Ave. North  
Billings, Montana 59107

Indemnification:

The COUNTY and YCSO will indemnify and hold harmless the CITY for any claims, errors, or omissions that may arise from the construction, operation, and maintenance of the facility. COUNTY agrees to hold harmless and indemnify the CITY from and against all claims, losses damages, or liability, resulting from the negligence of the COUNTY or its employees and agents in the performance of this MOU.

Authorized Representatives:

The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of this Agreement.

Modifications and Amendments:

Any amendment or modification of this MOU 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 MOU.

Entire Agreement and Revocation of Prior Agreements:

This MOU embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.

Governing Law, Informal Dispute Resolution, Venue:

This MOU shall be governed by and construed in accordance with the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13<sup>th</sup> Judicial District Court.

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

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

CITY OF BILLINGS, MONTANA

\_\_\_\_\_  
John Ostlund, Chair

\_\_\_\_\_  
Bill Cole, Mayor

\_\_\_\_\_  
Mark Morse, Member

\_\_\_\_\_  
Don Jones, Member

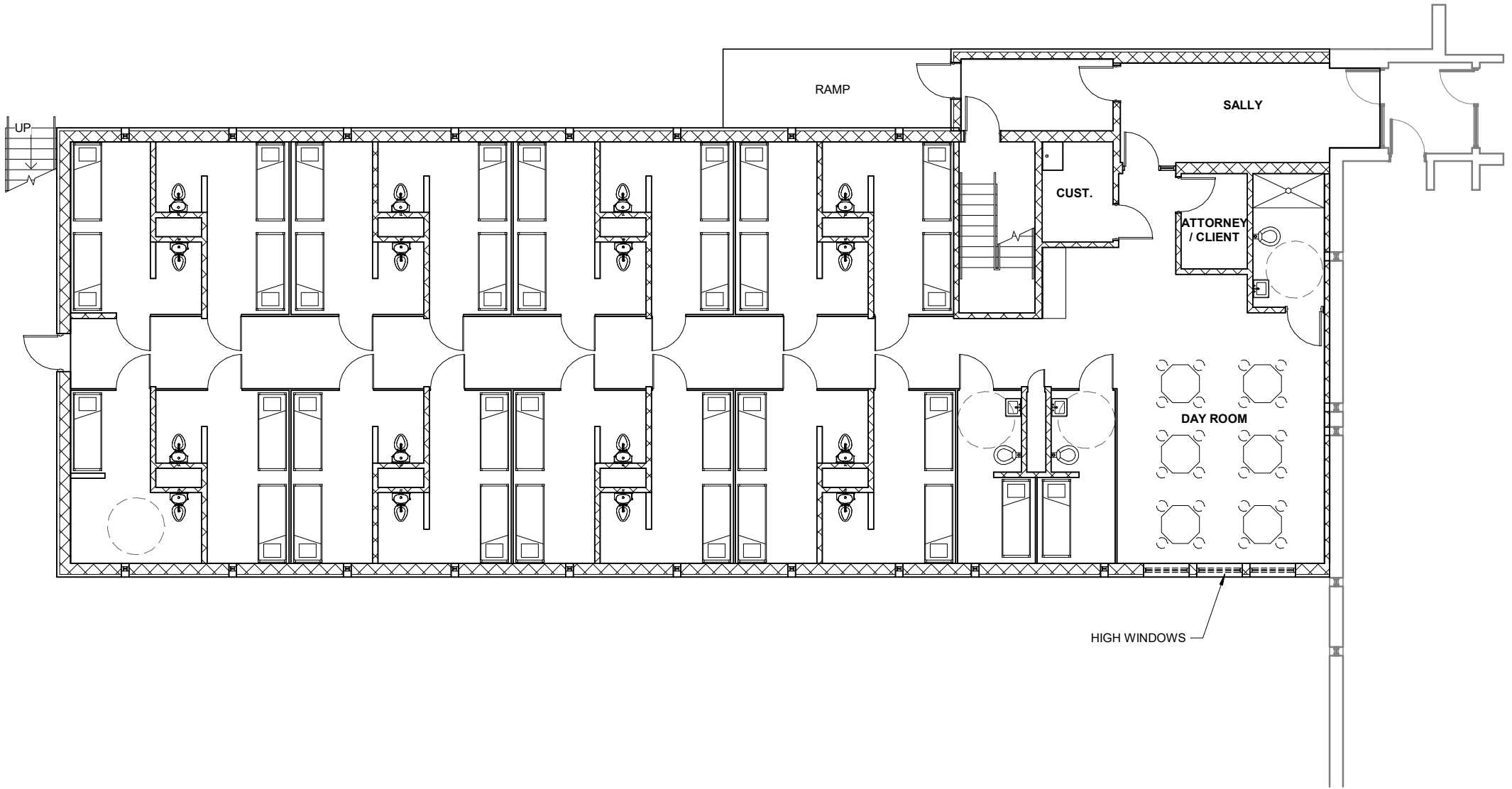
YELLOWSTONE COUNTY  
SHERIFF'S OFFICE

\_\_\_\_\_  
Mike Linder, Sheriff

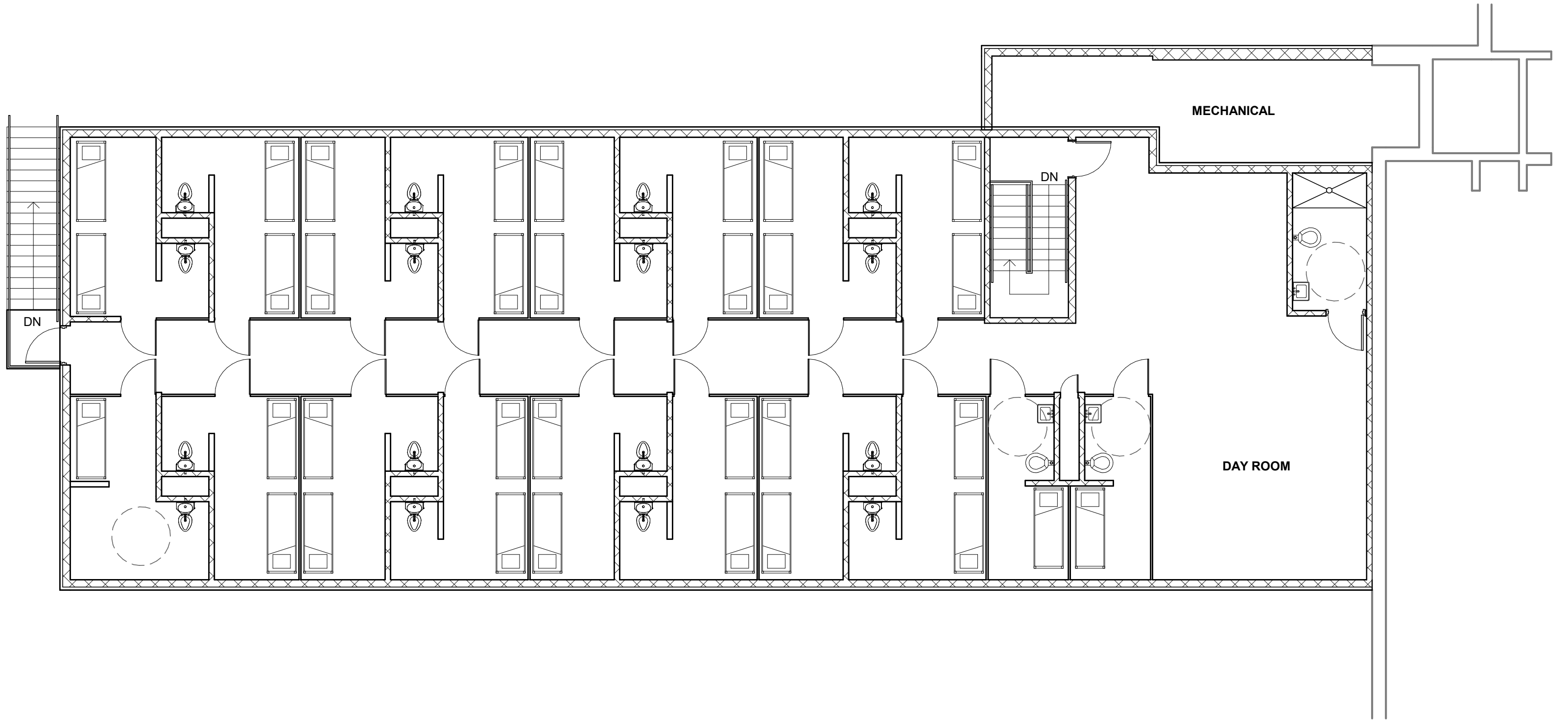
Attest:

\_\_\_\_\_  
Jeff Martin  
Yellowstone COUNTY Clerk and Recorder

\_\_\_\_\_  
Denise Bohlman  
CITY of Billings Clerk

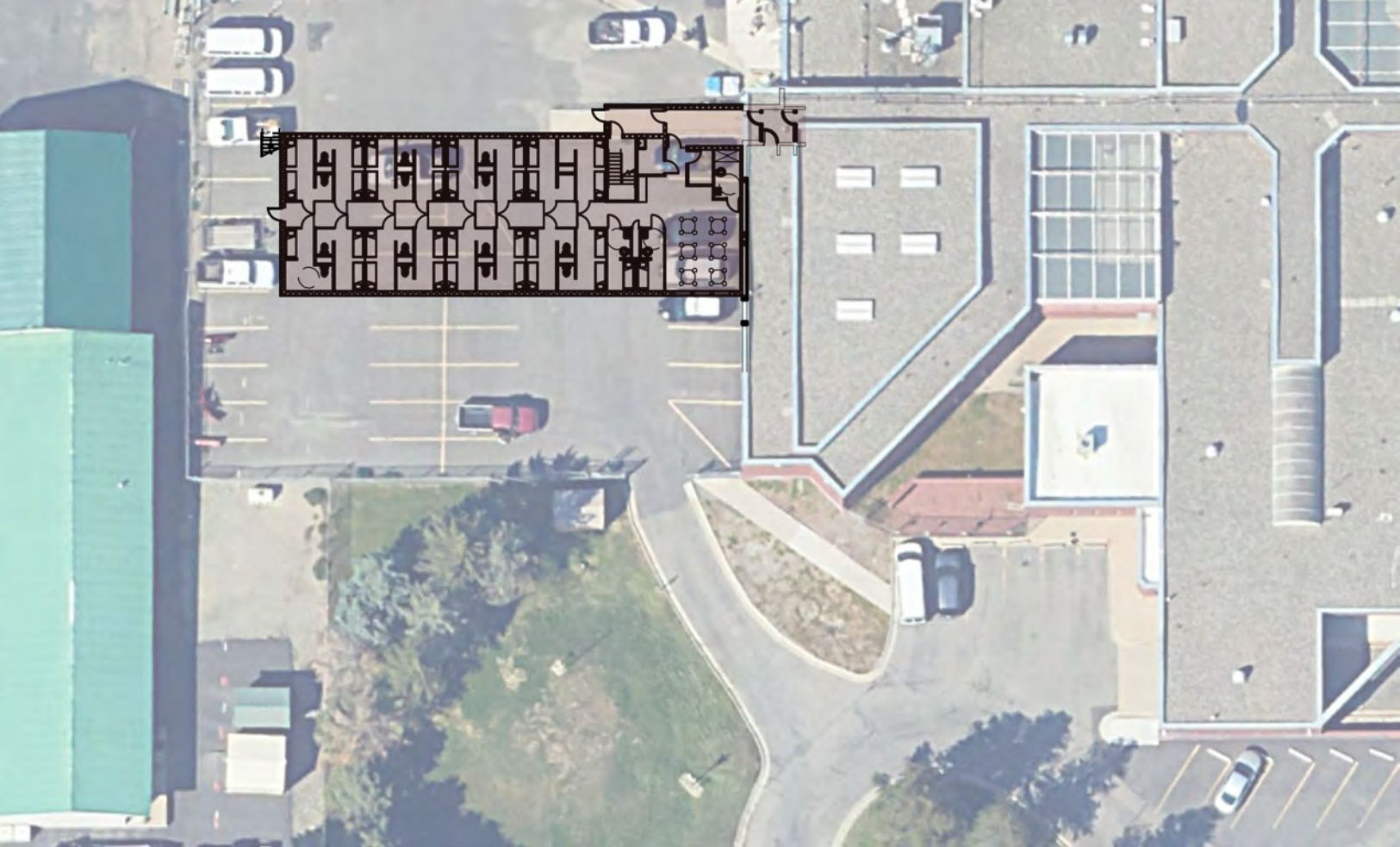


MAIN FLOOR PLAN CONCEPT



# UPPER FLOOR PLAN

1/8" = 1'-0"



SITE PLAN



November 7, 2023

P.O. Box 1178  
Billings, MT 59103  
P 406.657.8433

Yellowstone County Commissioners  
Attn: John Ostlund, Chair  
316 North 26<sup>th</sup> Street, Room 3101  
P.O. Box 35000  
Billings, MT 59107

Yellowstone County Sheriff  
Mike Linder  
2323 2<sup>nd</sup> Avenue North  
P.O. Box 35017  
Billings, MT 59107

Re: Proposal for a temporary misdemeanor pre-arraignment detention facility

Dear Commissioners and Sheriff Linder,

As stated in our April 2023 letter to you regarding a jail needs assessment, the City of Billings stands ready to partner with Yellowstone County to address overcrowding at the Yellowstone County Detention Facility (YCDF), as well as inefficiencies throughout the local criminal justice system. We know that a multi-pronged approach will be needed to move cases more quickly, support effective prosecution, and bring down barriers between jurisdictions. We applaud the efforts of county leaders to establish a working group to evaluate needs at YCDF and make recommendations to the Criminal Justice Coordinating Committee. We appreciate the opportunity to participate in the working group and would like to continue identifying areas of collaboration that enhance public safety.

Specifically, in the Fiscal Year 2024 budget, City Council voted to allocate funds to enter into an agreement with the Yellowstone County Sheriff's Office (YSCO) to develop a temporary, pre-arraignment misdemeanor detention facility. As you know, our community and the surrounding areas are plagued with individuals who commit crimes – often multiple infractions in short periods of time – and flagrantly defy the criminal justice system. They disrespect police officers, fail to appear in court, avoid warrants, and continue to walk free in the community without consequence. This situation must come to an end. Importantly, we must give officers tools to ensure that individuals are held accountable for their first offense, before criminal behaviors escalate into more violent crimes.

Municipalities in Montana have limited authority to operate detention facilities, but Council recognizes the need for additional system capacity. At the same time, we believe that innovation and expediency are important as well. City Council has discussed the issue many times during its meetings and voted to set aside an initial \$500,000 to demonstrate our seriousness in working with both the Commission and YCSO. At the direction of City Council, I offer the following proposal for your consideration:

- The City of Billings would like to enter an Interlocal Agreement, pursuant to §7-32-2243 and Title 7, Chapter 11, Part 1, MCA, to establish a temporary, secure facility designated to hold low-risk misdemeanor offenders prior to arraignment.
- The City will contribute an initial \$500,000 to Yellowstone County in FY24 for the development and operation of a temporary/modular structure[s] for use as secure inmate housing.
- Contract amounts for subsequent fiscal years to be negotiated, based on an initial projected annual operating cost of \$700,000-\$800,000 per year;
- Funds will be provided on a lump sum basis, rather than a per-bed or occupancy basis.
- The term of the agreement will be negotiated, but is anticipated to be between 3-5 years, subject to appropriations.
- Yellowstone County Sheriff's Office is solely responsible for the erection, operation, staffing, maintenance, inspecting, repairing, and security of the facility.
- Yellowstone County Sheriff's Office is solely responsible for the health, safety, and security of the inmates housed in the facility.
- At least 20 beds will be designated for misdemeanor offenders arrested within the city limits of Billings and must be available for holding those offenders upon being presented to the facility by law enforcement until an arraignment is held on the charges for which the person was arrested.
- No person will be held at the facility after an arraignment on the charges for which the person was arrested and YCSO will ensure that individuals remanded to YCDF following arraignment will be held at the main detention facility, not the pre-arraignment facility.

The City understands the County is currently evaluating systematic changes to alleviate jail overcrowding, but we believe it is worthwhile to explore this option as a stop-gap measure to address the immediate need for housing criminal offenders until a more permanent solution is found. Therefore, this proposal is intended to be temporary and not a permanent solution to the jail overcrowding, providing an opportunity for the City and County to test the idea and determine the actual need for secure beds to hold misdemeanor offenders.

There are different options for modular/temporary facilities that could be utilized for this proposed purpose. For example, Sprung Structures provides temporary structures that can be used as temporary holding cells or secure housing units. (For more information, please see <https://www.sprung.com/structures/commercial-buildings/correctional-facilities/>.) Attached is a preliminary estimate for a 50' W x 155' L structure and, although this may not include all

necessary specifications or information, it is provided to give an idea of what may be available within the budget proposed by the City.

I am sure there are other points that will need to be included. I would like to invite you and your key staff to meet with me and other city representatives to discuss this matter with the hope of drafting an Interlocal Agreement to memorialize this commitment. It is our hope to commence negotiations as soon as possible. Please reach out to me with any questions, as well as your availability, to further discuss this issue.

Sincerely,

*/s/ Chris Kukulski*

Chris Kukulski  
City Administrator

Enc.

cc: Mayor and Council  
Chief of Police  
City Attorney  
Municipal Court Judge

# Yellowstone County



COMMISSIONERS  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
bocc@yellowstonecountymt.gov

January 30, 2024

**RECEIVED**

**JAN 31 2024**

**Mayor**

Billings City Council  
Attn: Bill Cole, Mayor/Chair  
210 N. 27<sup>th</sup> Street  
Billings, MT 59101

RE: Temporary Detention Facility

Mayor Cole & Members of the City Council:

In your letter dated November 7, 2023 concerning a Short-Term Detention Facility (STDF), you expressed the desire to partner with Yellowstone County and enter into an interlocal agreement to develop and operate a STDF. Your letter stated there are individuals committing crimes, often multiple infractions in short periods of time, who flagrantly defy the criminal justice system. They disrespect law enforcement, fail to appear in court, avoid warrants and continue to walk free in the community without consequence. A STDF will give law enforcement a powerful tool in making sure individuals are held accountable for their first offense, before criminal behaviors escalate into violent felony offenses. An additional benefit will be the boost in morale for law enforcement by assuring that they can arrest an individual at first contact, as appropriate.

Upon receipt of your letter, Yellowstone County engaged Schutz Foss Architects, P.C. (SFA) to review your proposal of a Sprung Instant Structures temporary facility. SFA determined this type of structure is deemed uninsurable by our carrier and presented us with security issues that could not be resolved as submitted. With these developments, Yellowstone County asked SFA to conceptually design an appropriate building according to your requests, while complying with applicable laws, security needs and guaranteeing insurability.

On January 22, 2024, SFA presented a draft concept for a two-floor addition to the existing YCDF structure. The cost estimate to complete the first floor providing up to 48 beds for male inmates, was estimated at \$4.7 million, including professional services and contingency estimates. The cost to complete the second floor with 48 beds is estimated at an additional \$1.3-1.5 million. In sum, the total project cost is approximately \$6 million.

We view this project as a partnership with the City of Billings, providing significant benefits to the City, its police staff and legal department, along with the County and its citizens. An equal share in this construction would yield an obligation to the City of \$3 million. Keep in mind that this will present a material and unilateral obligation to the County for operating this facility. Aside from an estimated staffing requirement of an additional six FTEs at the facility, the County will likely look at operational costs of almost \$100 per bed per night. This is a challenging funding consideration for us.

Yellowstone County accepts your previous offer of \$500,000 in FY24 and request a future payment of \$2.5 million to cover half the cost of this project. This project will reduce crime, hold offenders accountable for their actions and increase the morale of law enforcement officers. It is exactly what the citizens of the City of Billings and Yellowstone County want to see – collaboration by the City and County to solve some of the criminal justice issues plaguing our citizens. The community will view this positively if we are able to construct this project using reserves, and not incur debt or request a tax increase. This will help taxpayers understand our frugal approach, given how we approached this project and the previous 148-bed expansion which didn't involve a tax increase either. When we request a bond and a mill levy increase for extensive jail expansion, a future project to solve lack of inmate capacity at YCDF, we can honestly and openly demonstrate to them that we have always looked for ways to avoid additional debt and a property tax increase, but the overall expansion will be of such scale as to give us no other choice.


Finally, we offer to draft an interlocal agreement to confirm our partnership. In it, we will clearly define Yellowstone County's obligation to cover all operational costs associated with this facility now and into the future. We hope to finalize our agreement promptly in order that we can finalize plans and initiate activities to get construction in place.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

  
John Ostlund, Chair

  
Mark Morse, Member

  
Donald W. Jones, Member



February 26, 2024

P.O. Box 1178  
Billings, MT 59103  
P 406.657.8433  
F 406.657.8390

Yellowstone County Commissioners  
Attn: John Ostlund, Chair  
316 North 26<sup>th</sup> Street, Room 3101  
P.O. Box 35000  
Billings, MT 59107

Yellowstone County Sheriff  
Mike Linder  
2323 2<sup>nd</sup> Avenue North  
P.O. Box 35017  
Billings, MT 59107

Dear Commissioners and Sheriff Linder,

Thank you for the Commissioners' letter dated January 30, 2024, confirming your interest in developing a short-term holding facility at the Yellowstone County Detention Facility (YCDF). The Billings City Council has authorized me to provide the following response.

The City of Billings believes that a short-term holding facility of the type generally described in your letter will contribute significantly to the ability of the Billings Police Department to enforce the laws and ensure that the public is safe, and we applaud your efforts to make this facility a reality.

To confirm, this project will primarily hold low-risk offenders who pose a risk to the community but have not been charged with a crime severe enough to warrant detention in the limited space currently available at the main YCDF. This short-term holding facility will be a pre-arraignment hold only, with most inmates being released on a bond and/or GPS monitoring after seeing a judge and some being remanded to the main YCDF. Right now, many of these offenses are going without consequence in our community due to overcrowding at YCDF, contributing to a flagrant disregard of the criminal justice system by persons accused of these crimes.

To expedite the short-term holding facility project and ensure it can be constructed quickly, the City of Billings is prepared to offer the following:

- Transfer to the County of \$500,000, as included in our FY24 budget. These dollars come primarily from the City's allocation of marijuana tax revenues and would be released after the County has signed all necessary contracts with Schutz Foss Architects, P.C. and commenced the design/construction phase of the project.
- An additional transfer of \$1.5 million during fiscal year 2025 and fiscal year 2026 divided equally between those two years. These dollars will likely come primarily from a combination of marijuana tax revenues and general fund appropriations.

In exchange, we request the following:

- The City, County, and Yellowstone County Sheriff's Office (YCSO) will work to develop a written agreement spelling out mutual expectations as soon as possible. This one-time, fixed financial contribution by the City will be contingent on the completion of all 96 beds as proposed by the County's consultant, Schutz Foss Architects, P.C. Neither party will have any obligations until the agreement is approved by all parties and signed. In addition to other issues, the agreement will address the following.
- The County and the YCSO will be solely responsible for the construction, operation, and maintenance of the facility. Any unexpected construction costs would be borne by the County.
- The County and YCSO will indemnify and hold harmless the City of Billings for any claims, errors, or omissions that may arise from the construction, operation, and maintenance, of the facility.
- The County and YCSO will ensure that the Billings Police Department has available to it, for short-term detention, at least 30 beds every 24 hours averaged over time. The beds may be used for the pre-arraignment holding of any non-violent or low-risk offender, without regard for the exact type of charge. These beds are intended to add capacity for this class of offenders, and more serious offenders of the type already being incarcerated shall not count toward this minimum allocation.
  - We understand that the County has concerns about the enforcement of municipal infractions and are happy to discuss a reasonable limitation. The YCSO would retain reasonable discretion to refuse any offender who could not be safely housed in the facility based on normal YCSO operating policies (e.g., due to medical reasons, etc.).
- The County and YCSO will not, at any time now or in the future, seek payment or contribution from the City for post-agreement costs related to occupancy, operations, or maintenance. No party will have any liability to any other party for pre-agreement costs or charges related to occupancy, operations, or maintenance incurred before the agreement is signed.
- The County and YCSO will work diligently to have the short-term holding facility open, for at least 30 beds, no later than 15 months after the County signs a design contract with Schutz Foss Architects, P.C. If the facility is not available for use within

30 days of that completion date, the City will reduce its contribution by \$50,000 per month (or \$1,613 per day) until the facility is operational.

Finally, we note that, while this short-term holding facility is an important and necessary strategy for reducing crime in our community, it is no replacement for an expansion of capacity at YCDF. The City has enjoyed many months of productive conversations with the County and YCSO to develop a planning process and proposal for jail expansion, and we look forward to continuing that partnership. We know the County and YCSO are urgently preparing to meet the need for detention in Yellowstone County, and we pledge to continue our support and collaboration for your work on the larger jail expansion project.

Very truly yours,

A handwritten signature in black ink that reads "William A. Cole". The signature is written in a cursive style with a large, prominent "W" and "C".

William A. Cole, Mayor

# Yellowstone County



COMMISSIONERS  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
bocc@yellowstonecountymt.gov

April 23, 2024

Billings City Council  
Attn: Bill Cole, Mayor/Chair  
210 North 27th Street  
Billings, MT 59101

Re: Response to City Letter of February 26, 2024

Dear Mayor:

Thank you for your letter of February 26, 2024. We look forward to this partnership and we are excited by the commitments in your letter.

The County and City both believe the facility is necessary to provide an alternative option for the detainment of low-risk, non-violent offenders who are currently not being incarcerated and continue to offend in the community. The next step in solidifying a partnership between the City and County is to enter a memorandum of understanding to memorialize our mutual interests for this project. We look forward to negotiating this interlocal agreement and have attached a proposed draft agreement to expedite execution of this agreement.

The Board has continued to move forward with this project since receipt of your letter in late February and provide the following updates and proposed terms:

## DEVELOPMENT

The Board has delegated a negotiation team for development of the short-term detention facility memorandum of understanding with the City.

The County undertook this endeavor as an alternate delivery project. On March 5, 2024, the County issued a request for qualifications (RFQ) for architectural services. Site plans and foundation designs, a geotechnical topographical survey, and a geotechnical drilling and boring survey were completed prior to the Board issuing a RFQ so that project development could proceed on an expedited timeline. The RFQ responses were due on April 1<sup>st</sup>. The designated team has reviewed responses and will make a recommendation back to the Board. On April 16<sup>th</sup>, the Board will vote on the recommendation at a public meeting.

During the time the architect is designing the site and foundation plans, the Board will issue an Invitation for Proposals for a General Contractor/Construction Manager. The Board anticipates this part of the project to be completed in May. This will allow the architect and GC/CM to work together to complete the final design and construction drawings. The Board believes these steps will help reduce the amount of time it takes for the project to be completed.

### PROPOSED PROCESS

The County wants to ensure there is some flexibility built into this process as there may be unforeseen circumstances that will require adjustments as we begin operations. We recognize this flexibility requires a level of trust and it is our hope that the level of dedication and movement the Board has demonstrated has served to build that trust:

- The STDF will be primarily used for pre-arraignment purposes to temporarily house non-violent offenders charged with misdemeanor and non-violent offenses. YCDF will remain the facility for those whose charges are serious and/or violent.
- YCDF will decide where to place the individual based on their most serious charge. All STDF offenders will be arraigned and released within 72-hours either on bond, or some kind of monitoring device.
- Arraignment Court will be an important piece within this process by ensuring inmates are promptly seen by a Judge to set release conditions and future court dates.

### DESIGN COMMITTEE

The County will promptly create a committee to head up the design phase of the project. The committee will consist of three people to be determined by Scott Twito and the Board. The committee will work in partnership with the architect and construction manager. The committee will communicate with stakeholders to ensure the design of the STDF aligns with community need.

### CAPACITY

In your recent letter, you state the City is requesting the facility be built for at least 96 beds. The County is unable to specify the number of beds until a design has been finalized. Considerations such as level of security and number of levels will determine the number of beds available. There are many considerations such as access to medical, pre-trial services, video court capability, and defense attorney need that will all play a role in the number of beds available. The County will determine the number of beds that are built based on the operational/functional capacity of the facility, as well as the number of beds needed in a worst-case scenario. We do have an initial design but there is no guarantee that will be the design moving forward; therefore, we cannot guarantee the number of beds in the short-term detention facility at this time, but we can agree there will no unreasonable deviation from the designs presented throughout this process by Schultz Foss. We anticipate there will be at least thirty-five beds available on one floor. The

County and YCSO will ensure that the Billings Police Department has available to it, for short-term detention, for stand-alone City charges, at least 10 beds every 24 hours averaged over time. There will be no limit to the number of non-violent or low-risk offenders that Billings Police Department can bring into the short-term detention facility up to capacity. Offenders will be remanded in the normal course. With the development of arraignment court, most inmates will be seen within 24 hours. We anticipate high inmate turnover.

There will be many inmates with hybrid charges - individuals who are traditionally picked up by local law enforcement that may have a State or other warrant that are not currently being processed into the facility due to lack of space. The purpose in providing ten beds dedicated to stand-alone City charges is that we recognize there will be many low-risk offenders BPD will wish to bring into short term detention, and they will have other charges. We do not wish to exclude those offenders and they should not be counted toward the City's beds even though BPD will be the agency primarily bringing in those offenders. The County wants law enforcement to have the tool of remand, without excessive restriction or caps on the number of inmates that can be brought into short term detention. At this time, the County will not be contracting out any other beds in the STDF, except those discussed herein. This facility is designed for use by local Yellowstone County law enforcement.

### TERMS

The County provides the following proposed terms:

- The County will accept your financial contribution, without countering, and will anticipate a transfer to the County of \$500,000 in fiscal year 2024 along with an additional transfer of \$1.5 million, provided to the County in equal amounts in fiscal years 2025 and 2026. The County acknowledges the elimination of past occupancy debt to the City as additional capital contribution. The Board also acknowledges and agrees that no party will have any liability to the other party for pre-arraignment costs or charges related to occupancy, operations or maintenance of the current detention facility that were incurred prior to the short-term detention facility memorandum of understanding execution. The Board acknowledges this will be a one-time, fixed financial contribution.
- 10 dedicated beds for stand-alone City charges with no limitation to the number of offenders BPD can bring into the short-term detention facility until capacity is met.
- The County proposes an initial term of three years with renewal each year thereafter.
- The County will be solely responsible for the following:
  - Construction, operation, maintenance, inspection, staffing and security.
  - In-house medical, dental, mental health, and access to case management.
  - Liability and lawsuits.
- The County and YCSO will work diligently to have the short-term detention facility open no later than 15 months after the County signs a design contract. The County will be responsible for any costs associated with delay. As the County is working diligently, even

before City commitment, the County would request no penalty for any unforeseen construction delays as this will not be in the County's control and the County agrees it will have to pay the cost associated with any delay in construction.

Everyone is involved in the criminal justice system in one way, shape or form. As we develop the short-term detention facility, it is essential to have efficient and reasonable communication between the courts, elected officials, and community. Whether it is the addition of a short-term facility or the anticipated jail expansion of YCDF, all players of the criminal justice system need to be involved. It is our hope that this productive dialogue continues, both within our agencies and in the community.

We agree the short-term detention facility is critical for reducing crime in our community and holding offenders accountable. This is an impressive first step. The purpose of the short-term detention facility is to house a population that we do not incarcerate currently at YCDF. We still desperately need an expansion of the main facility to serve the population that is traditionally incarcerated. We will continue to diligently move forward on jail expansion as well as the short-term detention facility.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

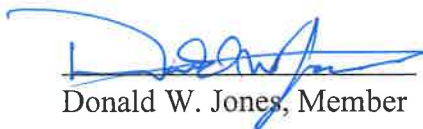


John Ostlund, Chair



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Mark Morse, Member



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Donald W. Jones, Member