

****ATTENTION****

The City Council meeting will be held in a hybrid format that may include both in-person AND virtual attendance via Zoom. Unless they have cause to appear virtually, Councilmembers will attend the meeting in person in Council Chambers, second floor of City Hall, 220 N. 27th Street. In order to honor the Right of Participation and the Right to Know in Article II, Sections 8 and 9, of the Montana Constitution, the City of Billings and City Council are making every effort to meet the requirements of the open meeting laws.

Citizens are invited to:

- . Review the Agenda Packet on the City's website at: www.billingsmt.gov and click on "Your Government," "City Council," and "Agendas & Minutes".
- . View the meeting:
 - . On Community 7 TV - Channel 7 or Channel 507 -- Spectrum Cable. *(On evenings when there is a conflict with School District No. 2 Board meetings, the City Council meeting will be broadcast on Channel 8 - Spectrum Cable.)* Channel 7 or Channel 978 - TDS Fiber.
 - . Online at www.comm7tv.com and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel.
 - . On the City's website at www.billingsmt.gov and click on "Watch Meetings Online" on the homepage.
 - . In-Person.

Citizens may submit public comment via the following methods:

- . Mail: City Clerk, P.O. Box 1178, Billings, MT 59103
- . Email: Council@billingsmt.gov.
 - . Emails received after 3:00 PM on the day of the meeting, may be posted on the Council's webpage the following day for public viewing.
- . Attend the meeting in person

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



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

**CITY COUNCIL
 REGULAR BUSINESS MEETING**

**AGENDA
 JUNE 24, 2024**

COUNCIL CHAMBERS

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Mayor Cole

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

MINUTES:

- May 28, 2024
- June 10, 2024

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

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

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

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

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	Tammy Schwabe	Human Relations Commission*	06/24/24	12/31/24
2	Carissa Welsh	Human Relations Commission*	06/24/24	12/31/26
3	Jeanelle Wassmer	Human Relations Commission	06/24/24	12/31/28
4	Stacey Robinson	Yellowstone Soil Conservation	07/01/24	06/30/27

*1 Unexpired term of Angela Matta

*2 Unexpired term of Brian Schnitzer

B.

Bid Awards:

1. **2024 Deice Truck.** (Opened 6/4/24) Recommend I-State Truck Center.
- C. **Landfill Use Agreements** with Yellowstone County, City of Laurel, City of Powell, MacKenzie Disposal, Republic Services, Stillwater County, and Two Tough Guys Services.
- D. **Amendment No. 1** to MDT Maintenance and Construction Agreement.
- E. **Professional Services Agreement** with DOWL for W.O. 24-26: Stormwater Master Plan, Phase I.
- F. **Perpetual Right-of-Way Easement** from Patterson Land & Livestock Co. for construction of the Briarwood Boulevard 16-inch Water Main Extension.
- G. **Resolution** authorizing the Lease Purchase Financing and Historical Tax Credit Investment for the new City Hall.
- H. **Resolution** approving Municipal Court Judges' salary increase.
- I. **Second/Final Reading Ordinance** amending BMCC, Article 22-800, Storm Sewers.
- J. **Bills for the Weeks of:**
 1. May 20, 2024
 2. May 28, 2024

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

REGULAR AGENDA:

2. **PUBLIC HEARING** for Low-Income Multifamily Housing Project - Aurora Apartments. No Council action required.
3. **PUBLIC HEARING AND RESOLUTION** amending Resolution 21-10986 to correct phasing boundaries in Ridgeline Subdivision. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution amending Resolution 21-10986 to correct phasing boundaries in Ridgeline Subdivision, as recommended by staff.
4. **PUBLIC HEARING AND RESOLUTION** approving and adopting Public Works right-of-way fees for FY25-FY26. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution approving and adopting Public Works right-of-way fees for FY25-FY26, as recommended by staff.
5. **PUBLIC HEARING AND RESOLUTION** setting FY25 Street Maintenance District Assessments. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution setting annual street maintenance district assessments for FY25, as recommended by staff.
6. **PUBLIC HEARING AND RESOLUTION** creating the City of Billings Planning Commission to comply with the Montana Land Use Planning Act (MLUPA). Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution creating the City of Billings Planning Commission to comply with the Montana Land Use Planning Act (MLUPA), as recommended by staff.

7. PUBLIC HEARING AND RESOLUTIONS allocating FY25 assessments for the following:

a. Business Improvement District 1.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution setting FY25 Business Improvement District 1 assessments, as recommended by staff.

b. Tourism Business Improvement District.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution setting FY25 Tourism Business Improvement District assessments, 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, 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:** 06/24/2024  
**Title:** Boards & Commissions Appointments  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

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

|   | Name             | Board/Commission              | Term     |          |
|---|------------------|-------------------------------|----------|----------|
|   |                  |                               | Begins   | Ends     |
| 1 | Tammy Schwabe    | Human Relations Commission*   | 06/24/24 | 12/31/24 |
| 2 | Carissa Welsh    | Human Relations Commission*   | 06/24/24 | 12/31/26 |
| 3 | Jeanelle Wassmer | Human Relations Commission    | 06/24/24 | 12/31/28 |
| 4 | Stacey Robinson  | Yellowstone Soil Conservation | 07/01/24 | 06/30/27 |

\*1 Unexpired term of Angela Matta

\*2 Unexpired term of Brian Schnitzer

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

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

**STAKEHOLDERS**

N/A

**ALTERNATIVES**

Council may:

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

**FISCAL EFFECTS**

The proposed action has no financial impact.

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Bid Award: 2024 Deice Truck  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends purchasing a 2024 Deice Truck from I-State Truck Center Bid #1 in the total amount of \$160,562, which includes the trade amount and a 5-year engine/transmission warranty.

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

The purchase of a deice truck is included in the FY24 Equipment Replacement Plan (ERP) and FY24 Street & Traffic budget. The deice truck is a vital part of operations. It is one of three trucks used during the winter to spread calcium chloride on the roads to help melt the snow/ice and is also used during the summer as a water truck. This purchase will replace an existing unit which will be traded in.

The deice truck was advertised on May 17th and 24th, 2024, in the Yellowstone County News and on the city's website. Bids were opened on June 4, 2024. Three bids were received. I-State submitted 2 bids but used different installers for each bid. I-State Truck Center bid #1 submitted the lowest responsible bid.

**ALTERNATIVES**

City Council may:

- Approve purchasing the 2024 deice truck; or,
- Not approve the purchase. If not approved, a complete rebuild of the bed, tank, pump & spraying system will be required. It is expected that repair costs and downtime on the truck will increase. This truck is one of three in the fleet and is critical in winter operations. If the truck is not functional, staff will need to rely on other methods that are more expensive and require more time and cleanup, as well as decrease service levels.

**FISCAL EFFECTS**

The City received 3 bids for the 2024 Deice Truck as shown below:

| Vendor                         | Net Bid      | Trade       | Warranty   | Total Bid    |
|--------------------------------|--------------|-------------|------------|--------------|
| I-State #1<br>(Installer Kois) | \$172,600.00 | \$15,000.00 | \$2,962.00 | \$160,562.00 |
| I-State #2<br>(Installer 3V)   | \$192,850.00 | \$15,000.00 | \$2,962.00 | \$180,812.00 |
| Transport Equip.               | \$303,850.00 | \$0.00      | \$7,000.00 | \$310,850.00 |

The deice truck was included in the FY24 Street and Traffic budget. The low bid is over budget by approximately \$5,000 and savings from other equipment purchases will be utilized to fund the shortfall.

**City Council Regular**

**Date:** 06/24/2024  
**Title:** FY25 Landfill Use Agreements  
**Presented by:** Jennifer Duray  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the one-year landfill agreement with Yellowstone County and the five-year landfill agreements with the City of Laurel, the City of Powell, MacKenzie Disposal, Republic Services, Stillwater County, and Two Tough Guys Services.

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

The Billings Regional Landfill currently accepts waste from adjoining counties and cities and towns within those counties, as well as from limited areas in Wyoming. This has been accomplished with agreements with cities, counties, and private haulers that are responsible for hauling the waste. The agreements with private haulers require that they obtain pre-approval from the Public Works Department for the service area that the private hauler will haul from. Landfill use agreements are in effect for the City of Laurel, the City of Powell, Wyoming, MacKenzie Disposal, Inc., Republic Services of Montana, Stillwater County, Two Tough Guy Services LLC, and Yellowstone County. The agreement with Yellowstone County is a one-year agreement and charges Yellowstone County for the estimated tonnage of self-haul residential waste. The agreement with Yellowstone County is an 8.2% increase for FY25 and is based on increased waste from Yellowstone County residents and an increase of 6.9% in landfill fees approved at the May 28, 2024, Council meeting. All other landfill use agreements are for a term of five years with the option to terminate upon 60 days written notice.

The current landfill agreements expire on June 30, 2024 and staff recommends the new agreements to be approved effective July 1, 2024.

**ALTERNATIVES**

City Council may:

- Approve the landfill agreements; or,
- Not approve the agreement. If Council does not approve the agreements, there would be a loss of revenue for the Solid Waste Fund, and these landfill users would need to find an alternative to disposal at the landfill.

**FISCAL EFFECTS**

The landfill agreements will generate approximately \$5,400,000 in revenue for the solid waste fund in FY25.

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**Attachments**

Two Tough Guys Services  
City of Laurel  
City of Powell  
Republic Services  
Stillwater County  
Yellowstone County  
MacKenzie Disposal



## LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between TWO TOUGH GUYS LLC, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

### WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall expire on June 30, 2029 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, including surcharges and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** At least ten (10) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is



requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill. The Public Works Department must respond to the request within thirty (30) calendar days to notify the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge account, all addendums for additional service area requests will be denied until the charge account is paid in full.

If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

- 6. INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
- 8. NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS  
PUBLIC WORKS ADMINISTRATION  
2251 Belknap Avenue  
Billings, MT 59101

AGENCY  
Two Tough Guys  
Otto Goldbach  
71 Rd 2Ab  
Cody, WY 82414

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

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

1. Commercial general liability, including contractual and personal injury



- coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

\_\_\_\_\_  
AGENCY (Print Name Above)

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

By \_\_\_\_\_

\_\_\_\_\_  
APPROVED AS TO FORM:

By \_\_\_\_\_  
GINA DAHL, CITY Attorney



## LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between THE CITY OF LAUREL, MONTANA, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

### WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall expire on June 30, 2029 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, including surcharges and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** Only solid waste generated within the political jurisdiction of the City of Laurel, Montana can be disposed of in the City of Billings landfill.



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**INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS  
PUBLIC WORKS ADMINISTRATION  
2251 Belknap Avenue  
Billings, MT 59101

AGENCY  
City of Laurel  
Solid Waste Supervisor  
P.O. Box 10  
Laurel, MT 59044

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

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
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IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

\_\_\_\_\_  
AGENCY (Print Name Above)

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

By \_\_\_\_\_

\_\_\_\_\_  
APPROVED AS TO FORM:

By \_\_\_\_\_  
GINA DAHL, CITY Attorney



## LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between THE CITY OF POWELL, WYOMING, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

### WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

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3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, including surcharges and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
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The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** Only solid waste generated within the political jurisdiction of City of Powell, Wyoming can be disposed of in the City of Billings landfill.



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Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

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CITY OF BILLINGS  
PUBLIC WORKS ADMINISTRATION  
2251 Belknap Avenue  
Billings, MT 59101

AGENCY  
City of Powell  
Solid Waste Supervisor  
270 N. Clark Street  
Powell, WY 82435

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

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CITY OF BILLINGS, MONTANA

\_\_\_\_\_  
AGENCY (Print Name Above)

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

By \_\_\_\_\_

\_\_\_\_\_  
APPROVED AS TO FORM:

By \_\_\_\_\_  
GINA DAHL, CITY Attorney



## LANDFILL USE AGREEMENT

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NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall expire on June 30, 2029 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, including surcharges and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** At least ten (10) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is



requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill. The Public Works Department must respond to the request within thirty (30) calendar days to notify the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge account, all addendums for additional service area requests will be denied until the charge account is paid in full.

If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

7. **ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS  
PUBLIC WORKS ADMINISTRATION  
2251 Belknap Avenue  
Billings, MT 59101

AGENCY  
Republic Services of Montana  
Mr. Chad Bauer, General Manager  
P.O. Box 8449  
Missoula, MT 59807

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

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

1. Commercial general liability, including contractual and personal injury



- coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

\_\_\_\_\_  
AGENCY (Print Name Above)

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

By \_\_\_\_\_

\_\_\_\_\_  
APPROVED AS TO FORM:

By \_\_\_\_\_  
GINA DAHL, CITY Attorney



## LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between STILLWATER COUNTY, MONTANA, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

### WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall expire on June 30, 2029 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, including surcharges and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** Only solid waste generated within the political jurisdiction of Stillwater County, Montana can be disposed of in the City of Billings landfill.



6

**INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS  
PUBLIC WORKS ADMINISTRATION  
2251 Belknap Avenue  
Billings, MT 59101

AGENCY  
STILLWATER COUNTY  
Solid Waste Supervisor  
P.O. Box 117  
Columbus, MT 59019

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

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

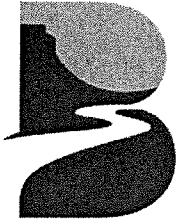
\_\_\_\_\_  
AGENCY (Print Name Above)

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

By \_\_\_\_\_

\_\_\_\_\_  
APPROVED AS TO FORM:

By \_\_\_\_\_  
GINA DAHL, CITY Attorney



## LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as “CITY” and the YELLOWSTONE COUNTY SOLID WASTE DISPOSAL DISTRICT, hereinafter referred to as “DISTRICT”.

### WITNESSETH:

WHEREAS, the DISTRICT and its residents are desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the DISTRICT and its residents use of its landfill facilities during normal public operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

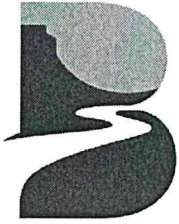
1. **DEFINITIONS**

- a. Landfill – The term “Landfill” shall mean the Billings Regional Landfill situated in Yellowstone County, owned and operated by the City of Billings.
- b. Other Waste – The term “other waste” shall mean construction and demolition refuse, dead animals, non-processed tires, asbestos, and special waste such as contaminated soil, sludges, and treated timbers.
- c. Refuse – The term “refuse” shall mean all approved and permitted wastes that lawfully may be disposed of in the Landfill.
- d. Residential Municipal Solid Waste – The term “residential municipal solid waste” shall mean any refuse not falling under the definition of “other waste” and generated from or at a property used as a residential dwelling.

2. **TERM.** The term of this AGREEMENT shall be from July 1, 2024 through June 30, 2025. Either party may terminate this AGREEMENT at any time with or without cause, upon six months written notice to the other party. In the event of such termination, a pro rata payment shall be paid or refunded, depending on the termination date.

3. **USE OF FACILITIES.** The City will permit the DISTRICT and its residents to use its landfill facility for disposal of refuse generated within the area of the DISTRICT at such times as said landfill shall be open for disposal of refuse. The DISTRICT agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.

4. **PAYMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE.** For the period from July 1, 2024 through June 30, 2025, the DISTRICT agrees to pay the CITY the sum of three hundred seventy-four thousand dollars (\$374,000.00) for residential municipal solid waste hauled by District residents from their primary residence. One half of this amount shall be paid semi-annually on or before July 1, 2024 and January 1, 2025.



DISTRICT residents will not be charged at the Landfill for residential municipal solid waste hauled by residential users for loads less than 1.5 yards or 700 pounds, but will be charged for other waste of any volume or weight.

- 5. **IDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

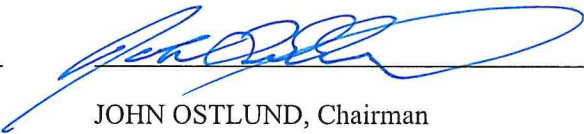
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.


CITY OF BILLINGS, MONTANA


BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

By \_\_\_\_\_

WILLIAM A. COLE, MAYOR

  
\_\_\_\_\_  
JOHN OSTLUND, Chairman

  
\_\_\_\_\_  
MARK MORSE, Member

  
\_\_\_\_\_  
DONALD W. JONES, Member

APPROVED AS TO FORM:

By \_\_\_\_\_

GINA DAHL, CITY Attorney



## LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of May 2024, by and between MACKENZIE DISPOSAL INC., hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

### WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall expire on June 30, 2029 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, including surcharges and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** At least ten (10) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is



requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill. The Public Works Department must respond to the request within thirty (30) calendar days to notify the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge account, all addendums for additional service area requests will be denied until the charge account is paid in full.

If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

7. **ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS  
PUBLIC WORKS ADMINISTRATION  
2251 Belknap Avenue  
Billings, MT 59101

AGENCY  
Mackenzie Disposal, Inc.  
Solid Waste Supervisor  
P.O. Box 1116  
Billings, MT 59101

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

The AGENCY shall provide the following insurance and list the CITY as an additional insured:



1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
2. Commercial automobile liability -- \$1,500,000 per accident.

10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

Mackenzie Disposal Inc.  
AGENCY (Print Name Above)

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

By [Signature]

APPROVED AS TO FORM:

By \_\_\_\_\_  
GINA DAHL, CITY Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (Marsh McLennan Agency LLC), CONTACT NAME (Karlee Castro), PHONE (406) 869-4433, E-MAIL ADDRESS (Karlee.Castro@MarshMMA.com), INSURER(S) AFFORDING COVERAGE (Pioneer Specialty Insurance Company), NAIC # (40312), and INSURED (MacKenzie Disposal Inc).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER CANCELLATION

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

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Amendment No. 1 to MDT Maintenance and Construction Agreement for Rimrock and 62nd Street West  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve Amendment #1 to the Construction and Maintenance Agreement for the intersection of Rimrock Road and 62nd Street West with MDT in the amount of \$207,826.

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

In June 2020, the City of Billings signed a Construction and Maintenance Agreement with MDT for the roundabout that is being constructed at the intersection of Rimrock Road and 62nd Street West. During the City's stormwater program development process, it was determined that the least expensive option to provide regional storm drain service for Rimrock Road from 62nd Street West to 54th Street West would be to utilize the City's existing detention pond located west of 62nd Street West. Construction of Rimrock Road is scheduled for Fiscal Year 2027. To make the future storm drainage connection for Rimrock Road to the detention facility as cost-effective as possible and not have to dig through new pavement along 62nd Street West, installation of a storm drain pipe as part of the roundabout's initial construction is the most desirable approach. This amendment to the Construction and Maintenance Agreement provides for a section of storm drain pipe that will be used in the future.

**ALTERNATIVES**

City Council may:

- Approve Amendment #1 to the MDT Maintenance and Construction Agreement in the amount of \$207,826; or,
- Not approve Amendment #1 to the MDT Maintenance and Construction Agreement. If not approved, the storm drain mainline pipe proposed under this agreement will have to be installed at a later time and the new road will be disturbed by the pipe installation.

**FISCAL EFFECTS**

FY 24 Stormwater Funds will be used for this work. There are adequate funds to approve this agreement.

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**Attachments**

Amendment #1 to MDT Maintenance and Construction Agreement for Rimrock and 62nd

# **Amendment No. 1**

## **Construction and Maintenance Agreement**

HSIP 1034(4)  
SF 169 Rimrock and 62nd Street West  
UPN 9383001

This Amendment to the Construction and Maintenance Agreement (Agreement) entered into by and between the City of Billings (City), and the Montana Department of Transportation (MDT or State) on June 6<sup>th</sup>, 2020, for the SF 169 Rimrock and 62<sup>nd</sup> Street West, HSIP 1034(3), UPN 9383001 (Project), will serve as Amendment No. 1 to the Agreement.

The purpose of the Amendment is to modify ARTICLE IV. PROJECT SPECIFIC FEATURES.

This Amendment adds the following:

#### **4. Storm Drain System**

- a. MDT will construct a portion of a new Storm Drain System with this Project for future City use.
- b. The Storm Drain System will consist of the following features:
  1. New storm sewer trunk main underneath south leg of the proposed roundabout, 62<sup>nd</sup> Street W (U-1034).
  2. Additional riprap at the proposed storm sewer outfall on the west side of the south leg of the proposed roundabout, 62<sup>nd</sup> Street W (U-1034).
- c. All Storm Drain System features will be located within MDT right-of-way.
- d. The City is responsible for 100% of the costs and for the payback of state and federal funds expended on the Storm Drain System.
- e. It is understood and agreed between the parties that Section 17-1-106, MCA, requires any state agency that receives non-general funds, including MDT, to identify and recover its indirect costs. These costs are in addition to the direct Project costs.
- f. The City will be billed in advance for its local funds, including indirect costs and materials test rate.

- g. The City will submit payment to the State within thirty (30) days of billing. Payments to this Project will be provided to the State in the form of a check to be credited to the Project. The payment(s) should be sent to MDT's Administration Division at:

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

- h. MDT will not participate in any future funding Agreement with the City until full payment, including any interest, is received from the City.
- i. City agrees that, if the City terminates project development at any time, it will reimburse MDT for all costs incurred by MDT up to the date of the stoppage, including any required payback of Federal funds already expended on the Project.
- j. The current Project cost estimate, including IDC, is shown in Table 1. This estimate will be updated until Project closeout or as more refined estimates become available. Any such revisions will be incorporated into this Agreement via Amendment, in accordance with the General Terms and Conditions.
- k. The State's Project Manager will inform the City point of contact as soon as possible of anything that it appears will result in a cost increase and will discuss with the City the need for any possible additional funds, alternative designs, and/or reduction of the Project's scope and will consider the City comments and concerns about the additional costs and/or alteration in scope or design. None of this will prevent, delay, or excuse the City from paying for any additional costs deemed necessary by State.
- l. The Parties understand that it is possible that the estimated cost of the Project's construction may be exceeded once the Project has begun.

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

| Project Phase                       | Total Cost of Phase | City Funds       |
|-------------------------------------|---------------------|------------------|
| Construction (CN)                   | \$166,373           | \$166,373        |
| Construction Engineering (CE) (10%) | \$16,637            | \$16,637         |
| <b>Subtotal</b>                     | <b>\$183,010</b>    | <b>\$183,010</b> |
| <b>IDC 13.56%</b>                   | <b>\$24,816</b>     | <b>\$24,816</b>  |
| <b>Grand Total</b>                  | <b>\$207,826</b>    | <b>\$207,826</b> |

- m. MDT will inspect the installation of the Storm Drain System. The City will direct questions or discussion about the MDT contractor's work to the MDT Project Manager. No direct contact will occur between the City and the MDT contractor.
- n. Upon completion of the Project by the State and its Contractor, the Local Agency agrees that it is responsible, at no cost to MDT, to service, maintain and repair the Storm Drain System installed or modified as part of this Project.
- o. For the purposes of this Agreement, "maintenance of the Storm Drain System," is defined as: inspection, cleaning, repair and replacement of the Storm Drain System, including storm drain inlets, piping, manholes and appurtenances making up the Storm Drain System; cleaning and maintenance of open ditches associated with the Storm Drain System.
- p. The City will maintain the Storm Drain System agreed to in the Agreement to the same condition as completed. In the event the City contracts for work of any kind to be performed for the maintenance of the Storm Drain System described herein, the City will comply with all State and Federal laws and regulation.
- q. **Except as expressly amended herein, the Agreement remains unmodified and in full force and effect. In the event of any inconsistency between the terms of the Agreement and the terms of this Amendment No. 1, the terms of this Amendment shall control.**

*Signatures Follow on Next Page*

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

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Montana Department of Transportation

\_\_\_\_\_  
Date

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

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

**CITY OF BILLINGS**

\_\_\_\_\_  
William A. Cole  
City of Billings Mayor

Attest:

\_\_\_\_\_  
Denise R. Bohlman  
City of Billings City Clerk

**City Council Regular**

**Date:** 06/24/2024  
**Title:** W.O. 24-26: Stormwater Master Plan - Phase I, Professional Services Contract  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Template Contract  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council award a contract for W.O. 24-26: Stormwater Master Plan - Phase I, to DOWL in the amount of \$199,160.

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

W.O. 24-26: Stormwater Master Plan - Phase I, is a project that will further progress the stormwater program by updating the previous stormwater master plan that was completed in 2008. Public Works recently completed stormwater program updates to the rate structure and level of service analysis and rate profile. This contract builds upon that effort with the end result being an interactive planning document with a public-facing element to better identify specific CIP time frames for the four primary stormwater program components: 1) Deferred maintenance, 2) Capital Projects, 2) Water Quality, and 4) Flood Protection. This Phase I contract collects data and builds the road map for future city-wide modeling. Additionally, this contact builds a flow measurement program, which the City currently does not have for stormwater, and provides updates to the Stormwater Management Manual.

DOWL was selected for this project using the proposal process. Five other proposals were received from AE2S, HDR, Sanderson Stewart, Tetra Tech and IMEG. The selection was based on project team and availability; project approach; and firm qualifications and experience as related to project needs.

**ALTERNATIVES**

City Council may:

- Approve W.O. 24-26: Stormwater Master Plan - Phase I, to DOWL in the amount of \$199,160; or;
- Do not award a contract. If the contract is not awarded, further planning and development of the stormwater program would be delayed.

**FISCAL EFFECTS**

Stormwater master planning was budgeted in FY24 using Stormwater Funds. There are adequate funds to award this contract.

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**Attachments**

W.O. 24-26, Stormwater Master Plan - Phase I, DOWL, Contracts



## Contract for Professional Architectural and Engineering Services

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### Project:

In consideration of the mutual promises herein, the City of Billings and DOWL agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 9 pages (Basic Services of Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 5 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of (Certificate(s) of Insurance); and

### **PART I SPECIAL PROVISIONS**

#### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Administrator or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means DOWL.

#### Section 2. Scope of Services.

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

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

### Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2025.

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

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

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

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

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

Section 10. Notices.

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

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

Contractor: Greg Gabel, P.E. Senior Project Manager  
DOWL  
222 North 32<sup>nd</sup> Street, Suite 700  
Billings, MT, 59101 FAX: (800 ) 865-9847

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Contractor shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
  - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
  - 2. Strikes or Work stoppages.
  - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.

4. Order of court, administrative agencies or governmental officers other than Billings.

### Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

### Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

### Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

## PART II GENERAL CONTRACT PROVISIONS

### Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than as provided in this Section.

### Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
- G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees

or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Greg Gabel, P.E., Senior Project Manager  
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

Contractor's defense obligations mean only the reimbursement of reasonable costs to the proportionate extent of Contractor's actual liability obligation hereunder.

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

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
**BUSINESS NAME**

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

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

**APPROVED AS TO FORM:**

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

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

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

**ATTEST:**

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

## Appendix A

### Basic Services of Engineer

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#### Section 1. Engineer's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.
- B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.
- C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.
- D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.
- E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.
- F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.
- G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.
- H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
- I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.
- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Greg Gabel, P.E.

Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Tyler Westrope, P.E.

Section 3. Scope of Work.

## W.O. 24-26 Stormwater Master Plan – Phase I

### SCOPE of WORK

The following scope of work defines the Phase I Stormwater Master Plan to provide guidance and an implementation plan for the City of Billings to complete a Citywide Stormwater Master Plan.

#### **Task 100: Project Management**

- 1) Perform general project management tasks, including monthly billing, project status updates, and regular coordination with the project team and the City of Billings.
  - a. Assumed an eight-month duration for Phase I.
- 2) Periodic coordination meetings with the City of Billings Project Manager to guide project direction. DOWL has assumed bi-weekly 30-minute Teams meetings throughout the duration of the project. DOWL has assumed 8 kickoff/follow-up meetings for the various task assignments.
- 3) Coordination with the City of Billings GIS Department to access their enterprise system. DOWL has assumed access will be provided to the City's GIS Enterprise system to develop GIS products and maps for internal use by the City.

#### ***Task 100 Deliverables:***

- 1) ***Monthly Invoices with a summary of work completed.***

#### **Task 200: Contributing Drainage Area**

- 1) Refine the drainage basins delineated through the Stormwater Utility work using the new Yellowstone County USGS 2022 LiDAR for the City. Drainage basins within the City limits and annexation limits will be defined with a minimum basin size of roughly 5 to 20 acres and to the contribution points at significant storm drain lateral intersections. Basins outside the limits of annexation will be defined at a larger scale to include the upper extents of the watershed.
  - a. Delineation of the drainage basins will be used for other elements of this scope of work, including establishing the "Criticality Factor", water quality calculations, and defining contributions to open ditch sections.
- 2) Add attributes to each drainage basin, including area, percent impervious, hydrologic soil group, basin slope, and outfall location. DOWL has budgeted for three City-requested additional attributes to include in this GIS layer, for a total of 8 attributes.
- 3) Provide the City with a GIS layer of these delineated drainage basins. Associate the drainage basins to the receiving manholes, storm drain trunklines, and open drains.

#### ***Task 200 Deliverables:***

- 1) ***PDF exhibit showing the drainage basins***
- 2) ***Drainage Basin GIS Layer***

### **Task 300: Development of Criticality Factor**

- 1) Utilizing LiDAR, identify low points where ponding and flooding risks are evident. Develop a ponding flood risk layer to define locations where storm drain infrastructure is critically important.
- 2) Gather other GIS data sets and resources that can be used to develop the Criticality Factor. This may include street classifications, zoning, land cover, drainage areas from Task 200, stormwater facility layers, and other resources as needed.
- 3) Develop a preliminary ranking system for the stormwater facilities utilizing key parameters.
  - a. Parameters to consider will include facility type, size, contributing area, street classification, zoning, land use, and ponding flood risk information.
- 4) Test and refine the definition of the Criticality Factor using the preliminary ranking system results in comparison to known high-priority stormwater assets. This work will be done in close coordination with the City. It is assumed that up to three iterations will be required to develop an appropriate criticality ranking system.
- 5) Document procedures for defining the criticality factor in an issue paper.
- 6) Attribute all storm drain elements with the established Criticality Factor. Manholes, inlets, and short laterals will be assigned the lowest criticality ranking.

#### ***Task 300 Deliverables:***

- 1) ***Criticality Factor Issue Paper***
- 2) ***GIS Data Sets required to complete the analysis***

### **Task 400: Weather Station and Flow Measurement Program**

- 1) Gather information from the City of Billings on the existing weather stations and factors to consider when installing and operating these stations.
- 2) The City will assess the spatial locations of existing weather stations and determine additional potential locations at City-owned facilities. DOWL will review the City's preliminary weather station network and provide suggestions for potential refinement.
- 3) Assess the City's storm drainage network and select key locations for flow measurement. Identify locations for permanent flow measurement devices to meet stormwater flow monitoring and MS4 regulatory needs. Identify other locations where temporary measurement devices could be installed.
- 4) Review and assess equipment and maintenance needs for permanent and temporary flow measurement devices. DOWL will review two to three product manufacturers and provide a recommendation to the City's stormwater and maintenance staff.
  - a. Automated water quality monitoring equipment would also be considered for the permanent sites. DOWL will coordinate with Environmental Affairs to assess equipment needs at these sites.
  - b. Assess alternatives for providing access to the data collected through links in the City GIS or through a 3<sup>rd</sup>-party website.
  - c. Coordinate with the City and respond to questions and concerns.
- 5) Develop an issue paper on weather stations and flow measurement sites.

- a. Document the evaluation, findings, and recommendations.

**Task 400 Deliverable:**

- 1) **Map showing existing and proposed locations for weather stations and flow measurement sites**
- 2) **Issue Paper on Weather Station & Flow Measurement Sites**

**Task 500: Stormwater Modeling Roadmap**

- 1) Develop a schematic diagram showing the links and nodes of the stormwater models needed to represent the storm drainage systems throughout the City of Billings.
  - a. Define boundaries of contributing areas of these stormwater models to maintain manageable sizes. DOWL will use the summary of past drainage studies from the Phase I Stormwater Utility Rate Study work as a starting point. Model development would occur in Phase II.
  - b. Identify model boundaries for new growth areas.
- 2) Identify data gaps to be filled in moving forward with Citywide Stormwater Modeling. These data needs may include:
  - a. Storm drain invert elevations.
  - b. Pipe size and material, where missing
  - c. Soil Infiltration Rates
  - d. Others
- 3) Develop stormwater modeling best practices issue paper describing the methodologies and data needs for credible and consistent modeling to support a Citywide Master Plan. The following are some of the elements that will be addressed in this best practices document.
  - a. The objective of stormwater modeling
  - b. Design Criteria & Potential Engineer Judgements
  - c. Software Platform
  - d. Hydrologic Method
    - i. Rainfall Data /Check Storms
    - ii. Soil Infiltration
  - e. Hydraulic Parameters
    - i. Manning's n
    - ii. Link Routing
    - iii. Routing Time Steps
  - f. Different levels of detail for representation of the storm drainage system and the applicability of each
    - i. Planning Level (Main Trunkline Assessment)
    - ii. Conceptual Level
    - iii. Preliminary Design Level
- 4) The data needs and the timeline for City-wide modeling will be incorporated into the implementation plan described in Task 1200.

**Task 500 Deliverables:**

- 1) **Figure showing the Model Boundaries/Schematics Citywide**
- 2) **Issue Paper of Stormwater Modeling Roadmap**

**Task 600: Regional Detention Pond Evaluation**

- 1) DOWL will work with the City to identify known bottlenecks within the City's storm drain system that would benefit from upstream detention storage. DOWL will develop a map to identify these areas of concern, existing detention storage, and potential surface and subsurface storage locations. This will serve as a starting point for the Phase II study, evaluating potential storage alternatives.
  - a. Many of these areas have already been identified in previous work completed by DOWL. DOWL will utilize existing stormwater models to help develop rough estimates of the storage needs for each area of concern.
  - b. For undeveloped areas, the SCS method can be applied to the undeveloped area to estimate existing and fully developed runoff and the rough volume of storage needs for regional detention to mitigate the impact, assuming developments do not provide on-site storage.
  - c. DOWL will select a representative developed area within the City and extrapolate the fully developed roadway surface area to an undeveloped area. A secondary SCS runoff evaluation will be performed to estimate the storage needs to mitigate the runoff impacts from City streets alone.
  - d. Storage requirements for developed and unmodeled areas will be determined during Phase II.

**Task 600 Deliverables:**

- 1) **GIS Layers and Map showing bottlenecks in the storm drainage systems, existing regional detention storage, locations of potential new regional detention storage, and rough estimates of storage needs.**

**Task 700: Ditches & Drains**

- 1) DOWL will define the drainage area contributing to the open drains and irrigation ditches in which the City has a vested interest. These open drains and ditches were identified through the Stormwater Utility Rate Study work.
- 2) Define the City data collection needs and GIS documentation to move forward with Phase II stormwater modeling.
- 3) Highlight which irrigation ditches need to be reviewed in further detail and what analysis is needed for the Phase II Study.
  - a. Identify potential City needs for irrigation ditch shares from the various ditches.

**Task 700 Deliverables:**

- 1) ***GIS Map showing the contributing area to various ditch segments.***

**Task 800: Water Quality Treatment Plan**

- 1) Review the watersheds within the City limits and identify the water quality volume and water quality flow rates at the outfalls and intermediate locations within the watersheds. DOWL will coordinate with City and Environmental Affairs to establish these locations.
  - a. Evaluate the water quality (volume & flow) needs for City Streets Only.
  - b. Evaluate the water quality need (volume & flow) for City Streets & adjacent development for areas developed prior to enforcement of City water quality requirements.
  - c. DOWL will utilize previous stormwater models to approximate time of concentration in estimating a representative water quality flow rate.

**Task 800 Deliverables:**

- 1) ***Map showing water quality volumes and flow rates for the various watersheds***

**Task 900: Deferred Maintenance Planning**

- 1) Coordinate with Derick, Street Maintenance Manager, on strategies for catching up on the City's deferred stormwater maintenance.
  - a. Define data gaps for prioritizing deferred maintenance needs.
  - b. Establish a framework for a Deferred Maintenance Implementation Plan.
- 2) Develop a plan/program for addressing culvert inspections, repairs, and replacement.
- 3) Develop an issue paper summarizing the data needs and strategies of a Deferred Maintenance Implementation Plan.

**Task 900 Deliverables:**

- 1) ***Deferred Maintenance Planning Issue Paper***

**Task 1000: SWMM Manual Review**

- 1) Review the City's comments and provide suggestions on improvements to the SWMM Manual
- 2) Update the Precipitation Frequency Analysis and Update the Precipitation Tables in the SWMM Manual
- 3) Review the design storm criteria of other communities in Montana and nearby states. Use this review to develop a list of communities for the City to interview on this subject.
  - a. DOWL will complete a case study evaluation of a representative development that includes streets, a storm drain system, and a detention pond to compare the runoff volumes and flow rates using the existing NRCS 24-hour design storm to other potential design storms. Three different design storms will be evaluated.

- 4) Expand the list of representative actual storm events completed through the 2017 West End Development Plan to include more recent precipitation records.
  - a. Define actual storm events from 2016 to 2023 to update the previous analysis.
  - b. Redefine the storm frequencies for all storm events from 1948 to 2023 using updated precipitation frequencies completed in item 2 above.
  - c. Summarize representative storm events for use in the Phase II modeling efforts.

***Task 1000 Deliverables:***

- 1) ***Updated Precipitation Frequency Tables and Summary Memo***
- 2) ***List of Communities, Design Storms Used, Comparison of Results***
- 3) ***Summary Table of Representative Storms***

**Task 1200: Implementation Plan**

- 1) Develop an Executive Summary of the Phase I study and the various Issue Papers
- 2) Develop an implementation plan and ideal schedule to help guide the City in completing the Citywide Stormwater Master Plan.

***Task 1200 Deliverables:***

- 1) ***Phase I Implementation Plan and Schedule***

## Appendix B

### Methods and Times of Payment

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#### Section 1. Payments for Basic Services.

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

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

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

|                                               |                 |
|-----------------------------------------------|-----------------|
| 1. Project Management                         | \$16,620        |
| 2. Contributing Drainage Area                 | \$25,980        |
| 3. Development of Criticality Factor          | \$37,240        |
| 4. Weather Station & Flow Measurement Program | \$23,210        |
| 5. Stormwater Modeling Roadmap                | \$24,100        |
| 6. Regional Ponds                             | \$9,440         |
| 7. Ditches & Drains                           | \$4,090         |
| 8. Water Quality Implementation Plan          | \$4,720         |
| 9. Deferred Maintenance Planning              | \$9,230         |
| 10. SWMM Manual Review                        | \$26,990        |
| 11. Implementation Report                     | <u>\$17,540</u> |
| 12. Total                                     | \$199,160       |

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

## **Appendix C**

### **Additional Services of Engineer**

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

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

## **Appendix D**

### **Schedule of Professional Fees**

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Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.



**MONTANA FEE SCHEDULE**

**Personnel Billing Rates**

Personnel are identified on our invoices by name and/or labor category.

| Description                              | Rate     | Description                      | Rate     |
|------------------------------------------|----------|----------------------------------|----------|
| Accounting Manager                       | \$180.00 | Engineer IX                      | \$245.00 |
| Accounting Technician                    | \$115.00 | Engineer X                       | \$260.00 |
| Administrative Assistant                 | \$90.00  | Engineering Technician I         | \$95.00  |
| Administrative Manager                   | \$120.00 | Engineering Technician II        | \$110.00 |
| Biologist I                              | \$125.00 | Engineering Technician III       | \$120.00 |
| Biologist II                             | \$135.00 | Engineering Technician IV        | \$135.00 |
| Biologist III                            | \$145.00 | Engineering Technician V         | \$150.00 |
| Biologist IV                             | \$155.00 | Engineering Technician VI        | \$170.00 |
| Biologist V                              | \$200.00 | Environmental Specialist I       | \$115.00 |
| CAD Drafter I                            | \$100.00 | Environmental Specialist II      | \$130.00 |
| CAD Drafter II                           | \$115.00 | Environmental Specialist III     | \$135.00 |
| CAD Drafter III                          | \$125.00 | Environmental Specialist IV      | \$145.00 |
| CAD Drafter IV                           | \$135.00 | Environmental Specialist V       | \$150.00 |
| CAD Drafter V                            | \$145.00 | Environmental Specialist VI      | \$185.00 |
| Senior CAD Drafter                       | \$165.00 | Environmental Specialist VII     | \$205.00 |
| Civil and Transportation Designer        | \$130.00 | Environmental Specialist VIII    | \$220.00 |
| Senior Civil and Transportation Designer | \$165.00 | Environmental Specialist IX      | \$240.00 |
| Contract Administrator I                 | \$155.00 | Environmental Specialist X       | \$260.00 |
| Contract Administrator II                | \$180.00 | Field Project Representative I   | \$110.00 |
| Corporate Development Manager            | \$225.00 | Field Project Representative II  | \$120.00 |
| Cultural Resources Specialist I          | \$115.00 | Field Project Representative III | \$150.00 |
| Cultural Resources Specialist II         | \$135.00 | Field Project Representative IV  | \$165.00 |
| Cultural Resources Specialist III        | \$140.00 | Geologist I                      | \$130.00 |
| Cultural Resources Specialist IV         | \$175.00 | Geologist II                     | \$140.00 |
| Cultural Resources Specialist V          | \$190.00 | Geologist III                    | \$150.00 |
| Document Production Supervisor           | \$145.00 | Geologist IV                     | \$170.00 |
| Engineer I                               | \$125.00 | Geologist V                      | \$200.00 |
| Engineer II                              | \$135.00 | GIS Technician                   | \$100.00 |
| Engineer III                             | \$150.00 | GIS Specialist                   | \$120.00 |
| Engineer IV                              | \$170.00 | GIS Coordinator                  | \$170.00 |
| Engineer V                               | \$190.00 | GIS Manager                      | \$175.00 |
| Engineer VI                              | \$200.00 | Graphics Designer                | \$125.00 |
| Engineer VII                             | \$210.00 | Senior Graphics Designer         | \$160.00 |
| Engineer VIII                            | \$220.00 | Hydrogeologist I                 | \$135.00 |



| Description                        | Rate     | Description                        | Rate     |
|------------------------------------|----------|------------------------------------|----------|
| Hydrogeologist II                  | \$160.00 | Professional Land Surveyor V       | \$155.00 |
| Hydrogeologist III                 | \$190.00 | Professional Land Surveyor VI      | \$160.00 |
| Senior Hydrogeologist              | \$220.00 | Professional Land Surveyor VII     | \$170.00 |
| Intern I                           | \$80.00  | Professional Land Surveyor VIII    | \$180.00 |
| Intern II                          | \$100.00 | Professional Land Surveyor IX      | \$205.00 |
| Laboratory Supervisor              | \$100.00 | Professional Land Surveyor X       | \$215.00 |
| Laboratory Manager                 | \$120.00 | Professional Land Surveyor XI      | \$240.00 |
| Landscape Architect I              | \$125.00 | Project Assistant I                | \$110.00 |
| Landscape Architect II             | \$140.00 | Project Assistant II               | \$125.00 |
| Landscape Architect III            | \$155.00 | Project Administrator              | \$130.00 |
| Landscape Architect IV             | \$170.00 | Project Controller                 | \$160.00 |
| Landscape Architect V              | \$185.00 | Senior Project Controller          | \$180.00 |
| Landscape Architect VI             | \$195.00 | Project Manager I                  | \$155.00 |
| Landscape Architect VII            | \$205.00 | Project Manager II                 | \$170.00 |
| Landscape Designer I               | \$90.00  | Project Manager III                | \$185.00 |
| Landscape Designer II              | \$110.00 | Project Manager IV                 | \$200.00 |
| Marketing Assistant                | \$100.00 | Project Manager V                  | \$215.00 |
| Marketing Coordinator              | \$130.00 | Project Manager VI                 | \$230.00 |
| Marketing & Administrative Manager | \$220.00 | Project Manager VII                | \$245.00 |
| Materials Technician               | \$90.00  | Proposal Manager                   | \$135.00 |
| Materials Technician II            | \$100.00 | Senior Proposal Manager            | \$205.00 |
| Lead Materials Technician          | \$110.00 | Public Involvement Assistant       | \$110.00 |
| Senior Materials Technician        | \$120.00 | Public Involvement Coordinator     | \$150.00 |
| Materials Manager                  | \$125.00 | Public Involvement Planner         | \$130.00 |
| Planner I                          | \$115.00 | Public Involvement Program Manager | \$195.00 |
| Planner II                         | \$140.00 | Real Estate Services Manager       | \$175.00 |
| Planner III                        | \$155.00 | Right of Way Assistant             | \$110.00 |
| Planner IV                         | \$170.00 | Right of Way Agent I               | \$120.00 |
| Planner V                          | \$185.00 | Right of Way Agent II              | \$135.00 |
| Planner VI                         | \$195.00 | Right of Way Agent III             | \$150.00 |
| Planner VII                        | \$205.00 | Right of Way Agent IV              | \$165.00 |
| Planner VIII                       | \$220.00 | Right of Way Agent V               | \$180.00 |
| Planner IX                         | \$235.00 | Right of Way Agent VI              | \$210.00 |
| Planner X                          | \$275.00 | Risk Manager                       | \$195.00 |
| Planning Technician                | \$105.00 | Senior Manager I                   | \$235.00 |
| Professional Land Surveyor I       | \$115.00 | Senior Manager II                  | \$255.00 |
| Professional Land Surveyor II      | \$125.00 | Senior Manager III                 | \$265.00 |
| Professional Land Surveyor III     | \$135.00 | Senior Manager IV                  | \$300.00 |
| Professional Land Surveyor IV      | \$145.00 | Senior Manager V                   | \$310.00 |



| Description                  | Rate     | Description                 | Rate     |
|------------------------------|----------|-----------------------------|----------|
| Senior Manager VI            | \$330.00 | Systems Administrator       | \$150.00 |
| Survey Technician I          | \$85.00  | Technical Coordinator       | \$175.00 |
| Survey Technician II         | \$90.00  | Utility Operator            | \$140.00 |
| Survey Technician III        | \$95.00  | Water Resource Specialist   | \$190.00 |
| Survey Technician IV         | \$110.00 | Water Rights Specialist I   | \$145.00 |
| Survey Technician V          | \$115.00 | Water Rights Specialist II  | \$165.00 |
| Survey Technician VI         | \$125.00 | Water Rights Specialist III | \$200.00 |
| Survey Technician VII        | \$140.00 | Water Rights Technician I   | \$100.00 |
| Survey Technician VIII       | \$155.00 | Water Rights Technician II  | \$110.00 |
| Survey Technician IX         | \$165.00 | Water Rights Technician III | \$120.00 |
| Survey Technician-Supervisor | \$150.00 |                             |          |

**Survey Crews**

|                                     |   |                 |
|-------------------------------------|---|-----------------|
| One-Person Survey Crew              | = | \$155.00 / hour |
| One-Person Survey Crew GPS/Robotics | = | \$175.00 / hour |
| Two-Person Survey Crew              | = | \$220.00 / hour |
| Two-Person Survey Crew (PLS + LSIT) | = | \$255.00 / hour |
| Two-Person Survey Crew GPS/Robotics | = | \$230.00 / hour |
| Three-Person Survey Crew            | = | \$305.00 / hour |

**Travel, Mileage, and Miscellaneous**

|                                     |   |                |
|-------------------------------------|---|----------------|
| Lodging                             | = | Cost per night |
| Airfare                             | = | Cost           |
| Vehicle Usage – Passenger Cars      | = | \$1.05/mile    |
| Vehicle Usage – Trucks & SUV's      | = | \$1.25/mile    |
| Printing/Supplies/Phone/Fax/Postage | = | Note 3         |
| In-House Usage Charges              | = | Note 4         |

**Per Diem**

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 a.m.), lunch (10 a.m. – 3 p.m.) and dinner (3 p.m. to midnight).

|                 | Breakfast | Lunch   | Dinner  | Incidentals | 1 <sup>st</sup> and Last Day | Per Diem Rate  |
|-----------------|-----------|---------|---------|-------------|------------------------------|----------------|
| <b>Billings</b> | \$13.00   | \$15.00 | \$26.00 | \$5.00      | \$44.25                      | <b>\$59.00</b> |
| <b>Bozeman</b>  | \$18.00   | \$20.00 | \$36.00 | \$5.00      | \$59.25                      | <b>\$79.00</b> |
| <b>Helena</b>   | \$14.00   | \$16.00 | \$29.00 | \$5.00      | \$48.00                      | <b>\$64.00</b> |

For all other cities not listed above and meal breakdown, use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

**Notes**

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the Project Manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

## **Appendix E**

### **Project Schedule**

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Based on a notice to proceed by Billings date no later than July 8, 2024, the completion date for the Engineer's work through final design shall be:

- |                                                   |                       |
|---------------------------------------------------|-----------------------|
| A. Subtasks deliverables (Draft and Issue Papers) | Before April 30, 2025 |
| B. Final Report & GIS Deliverables:               | April 30, 2025        |

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

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

## **Appendix F**

### **Certificate(s) of Insurance**

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Terra Insurance Company  
(A Risk Retention Group)  
Two Fifer Avenue, Suite 100  
Corte Madera, CA 94925



DATE  
05/29/24

## CERTIFICATE OF INSURANCE

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### CERTIFICATE HOLDER

City of Billings  
2224 Montana Avenue  
Billings, MT 59101

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This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

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**TYPE OF INSURANCE** Professional Liability

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| POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE |
|---------------|----------------|-----------------|
| 224089        | 01/01/24       | 12/31/24        |

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**LIMITS OF LIABILITY** \$2,000,000 EACH CLAIM  
\$2,000,000 ANNUAL AGGREGATE

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### PROJECT DESCRIPTION

DOWL Project Number: 4062.22025.01  
DOWL Project Name: City of Billings - Stormwater Master Plan - Phase 1  
Client's Project Number: WO 24-26

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**CANCELLATION:** If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

---

### NAME AND ADDRESS OF INSURED

DOWL, LLC operating as DOWL  
DOWL  
15325 SE 30th Place, Suite 300  
Bellevue, WA 98007

### ISSUING COMPANY:

TERRA INSURANCE COMPANY  
(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read 'David C. Cook', is written over a horizontal line.

President

^^^

**Parker, Smith & Feek Insurance, LLC.**  
**2233 112th Avenue NE**  
**Bellevue, WA 98004**

**City of Billings**  
**2224 Montana Avenue**  
**Billings, MT 59101**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/29/2024

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

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

|                                                                                                |                                                  |                              |        |
|------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------|--------|
| PRODUCER<br>Parker, Smith & Feek Insurance, LLC.<br>2233 112th Avenue NE<br>Bellevue, WA 98004 | CONTACT NAME:                                    |                              |        |
|                                                                                                | PHONE (A/C. No. Ext): 425-709-3600               | FAX (A/C. No.): 425-709-7460 |        |
| INSURED<br>DOWL, LLC<br>222 N. 32nd Street<br>Suite 700<br>Billings, MT 59101                  | E-MAIL ADDRESS:                                  |                              |        |
|                                                                                                | INSURER(S) AFFORDING COVERAGE                    |                              | NAIC # |
|                                                                                                | INSURER A: Charter Oak Fire Insurance Co.        |                              |        |
|                                                                                                | INSURER B: Travelers Indemnity Co.               |                              |        |
|                                                                                                | INSURER C: Travelers Prop. Casualty Co. of Amer. |                              |        |
|                                                                                                | INSURER D: Phoenix Insurance Company             |                              |        |
| INSURER E:                                                                                     |                                                  |                              |        |
| INSURER F:                                                                                     |                                                  |                              |        |

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                      | ADDL INSR | SUBR WVD | POLICY NUMBER                                                                | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | X         | X        | P6305W324780COF24                                                            | 05/01/2024              | 05/01/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                                                | X         | X        | 8105W3264352443G                                                             | 05/01/2024              | 05/01/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| C        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000                                                                                                                                | X         | X        | CUP5W3305772443                                                              | 05/01/2024              | 05/01/2025              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                    |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                          | N/A       | X        | UB5W3306692443G<br>USL&H, WC, Stop Gap<br>Included<br>** USL&H, WC, Stop Gap | 05/01/2024              | 05/01/2025              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000               |

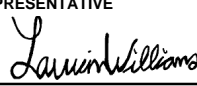
### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Number: 4062.22025.01; Project Name: City Of Billings - Stormwater Master Plan - Phase I; Client Project Number: WO 24-26.

City of Billings is an additional insured on the general liability, automobile, and excess liability policies per the attached endorsements/forms... (See Attached Description)

### CERTIFICATE HOLDER

### CANCELLATION

|                                                               |                                                                                                                                                                |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Billings<br>2224 Montana Avenue<br>Billings, MT 59101 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                               | AUTHORIZED REPRESENTATIVE<br>                                              |

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## DESCRIPTIONS (Continued from Page 1)

Coverage is primary and non-contributory on the general liability, automobile, and excess liability policies per the attached endorsements/forms.  
Waiver of subrogation applies on the general liability, automobile, workers compensation, and excess liability policies per the attached endorsements/forms.  
Notice of cancellation for the general liability, automobile, workers compensation, and excess liability policies per the attached forms.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR NONRENEWAL  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

|                                           |                                  |
|-------------------------------------------|----------------------------------|
| <b>CANCELLATION:</b>                      | <b>Number of Days Notice:</b> 60 |
| <b>WHEN WE DO NOT RENEW (Nonrenewal):</b> | <b>Number of Days Notice:</b> 10 |

**PROVISIONS**

**A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

**B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL EFFECTS</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name

as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:** **Number of Days Notice:** 30

### **PERSON OR**

**ORGANIZATION:** ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

### **ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

### **PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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## UMBRELLA

2. We have no duty to defend any insured against any "suit":
  - a. Seeking damages to which this insurance does not apply; or
  - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of:
    - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
    - (2) Appeal bonds and bonds to release attachments;  
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
  - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the

applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

## SECTION II – WHO IS AN INSURED

### A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
  - a. The limits of insurance afforded to such person or organization will be:
    - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
    - (2) The limits of insurance of this policy; whichever is less; and
  - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

### B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:

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## UMBRELLA

- b. You have paid all premiums due for this policy at the time you make such request;
  - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
  - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
  4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

**J. INSPECTIONS AND SURVEYS**

1. We have the right but are not obligated to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

**K. LEGAL ACTION AGAINST US**

1. No person or organization has a right under this insurance:
  - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

- a. Are not payable under the terms of this insurance; or
- b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**L. MAINTENANCE OF UNDERLYING INSURANCE**

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
  - a. Coverage;
  - b. Limits of insurance;
  - c. Termination of any coverage; or
  - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

**M. OTHER INSURANCE**

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

**N. PREMIUM**

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

**O. PREMIUM AUDIT**

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

**P. PROHIBITED COVERAGE – UNLICENSED INSURANCE**

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
  - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
  - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

**Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS**

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

**R. REPRESENTATIONS**

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

**S. SEPARATION OF INSUREDS**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

## UMBRELLA

**T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
  - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
  - b. Next, to us; and
  - c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

**U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE**

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**V. UNINTENTIONAL OMISSION OR ERROR**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**W. WHEN LOSS IS PAYABLE**

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
  - a. A court decision; or
  - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

**SECTION VI – DEFINITIONS****A. With respect to all coverages of this insurance:**

1. "Applicable underlying limit" means the sum of:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1), (2) and (3) of COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
  - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
  - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
  3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

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**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB5W3306692343G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

Any Person or Organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver

**DESIGNATED ORGANIZATION:**

DATE OF ISSUE: - -

ST ASSIGN:

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**City Council Regular**

**Date:** 06/24/2024  
**Title:** Acceptance of Perpetual Right-of-Way Easement from Patterson Land & Livestock Co.  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council accept a perpetual right-of-way easement from Patterson Land & Livestock Co. for construction of the Briarwood Boulevard 16-inch Water Main Extension.

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

Patterson Land & Livestock Co. owns Tract 1, COS 2218 which is located in Briarwood Subdivision adjacent to and on the south side of Briarwood Boulevard. The City is proposing to extend a water main inside the northern boundary of the property to complete the transmission main in Briarwood Boulevard between Turnberry Circle and McMasters Road. The current transmission main is the only feed into Briarwood Subdivision and reservoir, and this new section of water line would shift the transmission line out of Rosemont Way, which is a residential street containing many water services. Furthermore, construction of the water main creates redundancy to serve the subdivision. Relocation of the transmission main out of Rosemont Way and into Briarwood Boulevard facilitates future replacement of the water line in Rosemont Way as well as other aging residential water lines in the subdivision. Construction of this transmission main was included in the FY24 CIP.

A 50-foot wide easement approximately 1315 feet long totaling 1.51 acres would be acquired. Approximately 20 feet in width is needed to include an easement for Briarwood Boulevard to its centerline, and 30 feet is needed off the southern edge of the road for construction and future maintenance of the water line. Compensation of \$21,900 for the permanent easement area has been agreed to by Patterson Land & Livestock Co. based on a restricted-use appraisal of the property conducted by Thomas Appraisal Services.

**ALTERNATIVES**

City Council may:

- Accept the perpetual right-of-way easement and agree to compensate for the permanent easement in the amount of \$21,900; or,
- Not accept the easement. If the easement is not accepted, the City would not be able to construct the transmission main in the preferred location.

**FISCAL EFFECTS**

The cost of the permanent easement is \$21,900 and included in the FY24 Water budget.

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**Attachments**

Patterson Perpetual RoW Easement

## PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 30<sup>th</sup> day of May, 2024, the undersigned, Patterson Land & Livestock Co., hereinafter called "Grantor", hereby grants and conveys unto The City of Billings, a municipal corporation and political subdivision of the State of Montana, 210 North 27<sup>th</sup> Street, Billings, Montana 59103, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana:

A tract of land situated in the SE1/4 of Section 27 T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, MT, said easement being a portion of Tract 1 of Certificate of Survey No. 2218, on file and of record in the office of the Yellowstone County Clerk and Recorder, recorded November 22nd, 1983 under document No. 1287642, more particularly described as follows, Basis of Bearings being the North line of said Tract 1;

Road and waterline easement being 50 feet wide running parallel to the north line of said Tract 1, containing an area of 65,763 square feet more or less, having no ceps or overlaps, as shown on Exhibit A, attached hereto and incorporated herein for purposes of dedication.

This Perpetual Right-of-Way Easement is dedicated to Grantee for the use and benefit of the public for the limited purpose of constructing, reconstructing, upgrading, maintaining, operating, servicing, repairing, replacing and using the Grantee's public road, water lines and related appurtenances over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, upgrading, maintaining, operating, servicing, repairing, replacing and using said public road and water lines and appurtenances, and adding additional water lines and appurtenances.

Grantor shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted., subject to the following restrictions:

1. Grantor and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.
2. Grantor agrees not to plant, or cause to be planted within the easement right-of-way trees, bushes, shrubs, hedges or other similar plantings, except as may be licensed by Grantee.
3. Grantor agrees that authorized representatives of Grantee can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
4. Grantor agrees to obtain Grantee's permission prior to placing or removing fill dirt within the easement right-of-way and, in the event such permission is granted, the Grantor agrees to perform any work necessary to modify the existing water lines and appurtenances, which work may be required prior to placing or removing fill dirt within the easement right-of-way, and all such work shall be done at Grantor's expense and without expense to Grantee.
5. Grantor agrees that the sole responsibility of Grantee for any surface restoration due to any construction, replacement, repair or service work to the water lines and appurtenances by Grantee, shall be limited to trench backfill compaction and placement of backfill material to existing grade by Grantee.
6. Grantor will not convey any other easement or conflicting rights to other persons within the area of this perpetual right-of-way easement without Grantee's permission and written consent.

6. HOLD HARMLESS AGREEMENT:

- Grantor agrees that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the Grantee in exercise of any of their rights under this easement right-of-way.
  - Grantor agrees the owners of the above described real property shall reimburse the Grantee for any and all damage claims paid by the Grantee for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.
7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrants and covenant that there are no liens or other encumbrances on the described tract or tracts.

Patterson Land & Livestock Co.

By: *John W. Patterson* (*PRESIDENT*)  
John Patterson, Grantor

By: *Ruth Ann Patterson*  
Ruth Patterson, Grantor

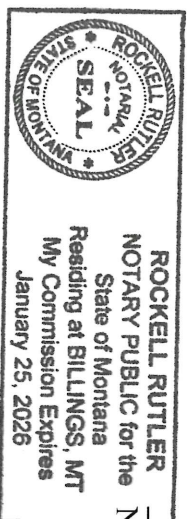
STATE OF MONTANA )

) ss.

County of Yellowstone )

On this 30 day of May, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John Patterson and Ruth Patterson known to me to be the Grantor that executed the within instrument and acknowledged to me that he/she had authority to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



*Rockell Rutler*  
NOTARY PUBLIC FOR THE STATE OF MONTANA

**ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE**

The City Administrator acknowledges receipt and hereby accepts the property interest conveyed through this instrument.

By: \_\_\_\_\_  
William Cole, Mayor

ATTEST: \_\_\_\_\_  
Denise Bohlman, City Clerk

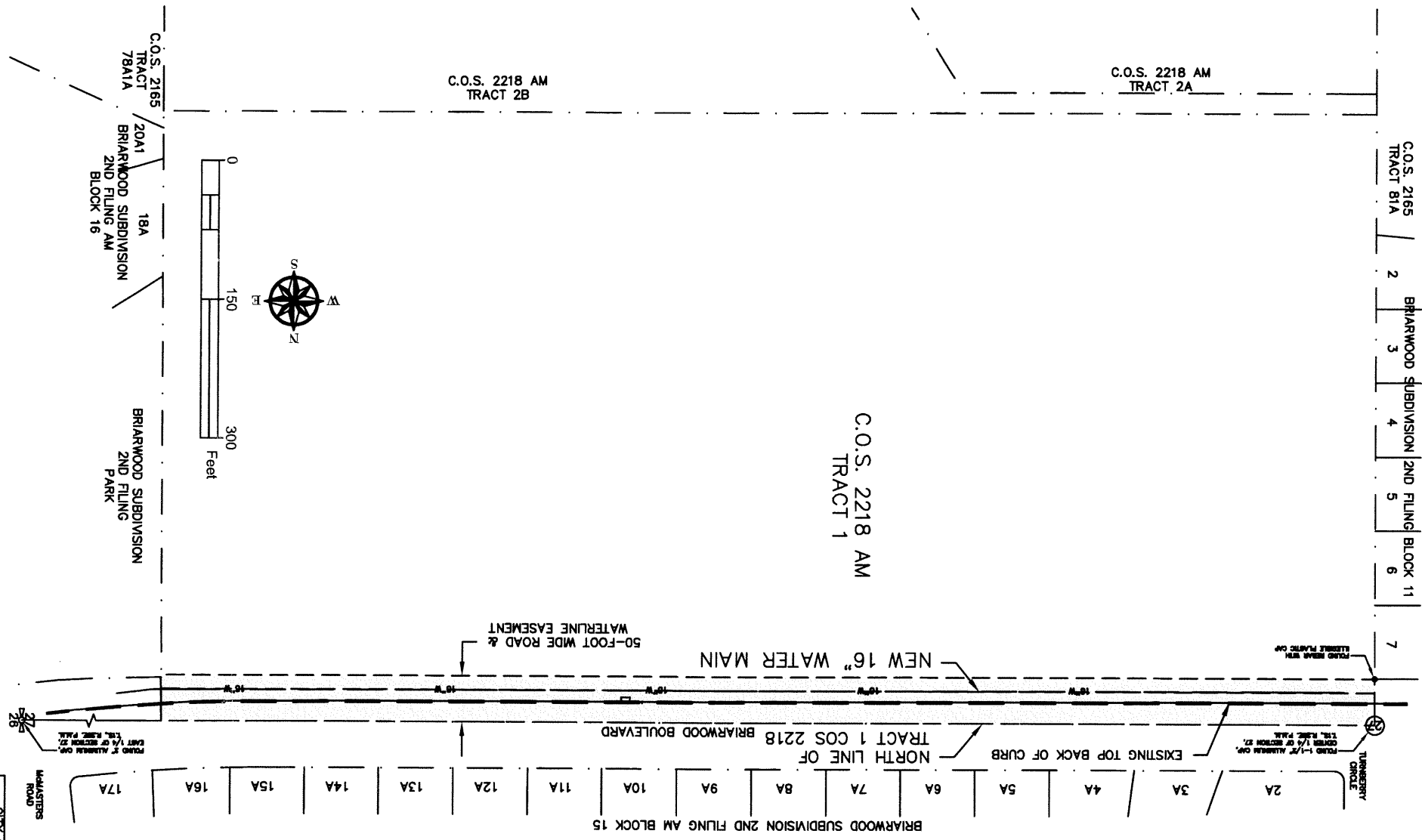
STATE OF MONTANA    )  
                                  ) ss.  
County of Yellowstone    )

This instrument was signed and acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by William Cole, Mayor, and Denise R. Bohlman, City Clerk, on behalf of the City of Billings.

NOTARY PUBLIC FOR THE STATE OF MONTANA

EXHIBIT "A"

50-FOOT WIDE ROAD & WATERLINE EASEMENT WITHIN  
 TRACT 1 OF CERTIFICATE OF SURVEY NO. 2218  
 ON FILE AND OF RECORD IN THE OFFICE OF THE YELLOWSTONE  
 COUNTY CLERK AND RECORDER,  
 RECORDED NOVEMBER 22nd, 1983, UNDER DOCUMENT NO. 1287642  
 CITY OF BILLINGS, MONTANA



CITY OF BILLINGS, MONTANA  
 ROAD & WATERLINE EASEMENT  
 EXHIBIT  
 PD0034 BRIARWOOD  
 16 IN WATER MAIN  
 EXHIBIT IS PROVIDED FOR AND BY THE CITY OF BILLINGS, MONTANA

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Resolution Authorizing the Lease Purchase Financing and Historical Tax Credit Investment for the new City Hall  
**Presented by:** Teri Walker  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends City Council approves the resolution authorizing staff to enter into an agreement for the equity investment for the City's receipt of Historic Tax Credits and the associated lease financing of the New City Hall project with First Interstate Bank.

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

On 11/28/22 City Council authorized staff to begin examining Historic Tax Credits for the New City Hall project with Wishneff and Associates. In 2023, the City solicited proposals from potential investors for both the Historic Tax Credits and Lease Financing. The City received a proposal from First Interstate Bank that provides both the needed lease financing as well as the investment in the potential Historic Tax Credits.

While final terms are still being negotiated, this resolution will authorize staff to enter into an agreement so long as it is compliant with the parameters, and is financially beneficial to the City. Additionally, the City is agreeing to incur legal and financing fees associated with the deal, even if an agreement is never reached.

Estimated net proceeds from the Historic Tax Credits are \$5 million. These funds will be used to reduce the overall lease financed amount.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve the resolution.

**FISCAL EFFECTS**

The proposal from First Interstate Bank will provide both the needed financing for the City Hall project as well as the purchase of the Historic Tax Credits. The proposed financing will be a variable rate that will reset every 5 years, but can be paid down early by the City. The Historic Tax Credits are estimated to generate a net benefit to the City of approximately \$5.0 million.

Currently the City is financing the project with the Montana Board of Investments Intercap Loan program. The rate for this is variable, and currently at 5.75%. The City is looking to enter into an agreement that is financially beneficial to the City through a combination of financing the project and selling the Historic Tax Credits. First Interstate Bank has provided a proposal that would purchase the credits, but require the lease financing to be done through their program.

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**Attachments**

Authorizing 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 FINANCING RENOVATIONS OF AND IMPROVEMENTS TO THE STILLWATER BUILDING; AUTHORIZING CITY STAFF NEGOTIATE TERMS AND CONDITIONS WITH RESPECT TO FINANCING THE SAME" (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 June 24, 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 \_\_\_\_ day of June, 2024.

(SEAL)

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

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

RESOLUTION RELATING TO FINANCING RENOVATIONS OF  
AND IMPROVEMENTS TO THE STILLWATER BUILDING;  
AUTHORIZING CITY STAFF NEGOTIATE TERMS AND  
CONDITIONS WITH RESPECT TO FINANCING THE SAME

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

Section 1. Recitals; Prior City Actions.

In October 2021, the City purchased the former federal courthouse building located at 316 North 26<sup>th</sup> Street in the City (the “Stillwater Building”). The City is undertaking renovations of and improvements to the Stillwater Building to make it suitable for use as a new City Hall and related uses (such renovations and improvements, collectively, the “Project”).

Pursuant to Resolution No. 23-11129, adopted by the Council on June 26, 2023, the Council authorized and directed city staff to pursue financing options for the Project, including to proceed with requests for historic preservation tax credit financing proposals and lease purchase financing proposals. Based on such direction, and in consultation with Baker Tilly Municipal Advisors, LLC, the City’s municipal advisor (“Baker Tilly”), Dorsey & Whitney LLP, the City’s bond counsel (“Dorsey”), and Brian Wishneff and Associates, the City’s tax credit consultant (“Wishneff”), City staff have requested and received proposals for historic preservation tax credit financing and lease purchase financing.

Pursuant to Resolution No. 24-11191, adopted by the Council on March 25, 2024, the City entered into a lease purchase financing agreement under the Montana Board of Investment’s INTERCAP program for the purpose of providing interim financing for the Project (the “BOI Financing”). City staff have subsequently received proposals for historic preservation tax credit financing and long-term lease purchase financing that City staff have determined, with the advice of Baker Tilly and Wishneff, are acceptable.

Section 2. Authorization to Negotiate Terms, Conditions and Forms of Documentation. This Council hereby determines that it is in the best interests of the City to proceed to negotiate terms, conditions, and documentation with respect to historic tax credit financing and long-term lease purchase financing for the Project, and the City Finance Director is authorized to execute a term sheet in furtherance thereof if the City Finance Director, in consultation with Baker Tilly, determines that it is financially beneficial to do so. Proceeds of the long-term lease purchase financing will

also be used to repay amounts outstanding pursuant to the BOI Financing.

The City Administrator and City Finance Director, in consultation with Baker Tilly, Dorsey and Wishneff, are hereby authorized and directed to negotiate the terms, conditions and documentation relating to such financings, and this Council authorizes the incurrence of costs and expenses in connection therewith, including but not limited to the investor/lender's attorneys' fees related to the preparation and negotiation of such documentation. If acceptable terms, conditions and documentation are negotiated, subject to the requirements of this paragraph and as determined by the City Administrator and City Finance Director, such terms, conditions and documentation, including documentation with respect to the formation of a limited liability company to be owned by the City, shall be submitted to this Council for approval.

All actions taken to date by officers and staff of the City on behalf of the City in connection with any historic preservation tax credit financing and lease purchase financing with respect to the Project are hereby ratified and confirmed.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this \_\_\_ day of June, 2024.

\_\_\_\_\_  
Mayor

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

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Resolution approving Municipal Court Judges Salary Increase  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends Council adopt a resolution setting the salary for the offices of municipal court judge.

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

Montana Code requires City Council to set the salary for municipal court judge by ordinance or resolution. (See MCA 3-6-203.) Resolution 23-11097 currently sets the salary for municipal court judge at 90% of the salary of a District Court Judge as determined by the State of Montana. Any increase in a Municipal Court Judge's salary that results from an increase in the State of Montana's compensation to District Court Judges will be effective on July 1 of every odd numbered year pursuant to Sec. 3-5-211, MCA.

During the fiscal year 2025 budget process, Council Member Aspenlieder brought forward a budget amendment to transfer \$40,000 from the City Attorney budget (intergovernmental transfers) to the Municipal Court Budget to increase Municipal Court Judge salaries to match those of District Court Judges. The Municipal Court Judge in Billings should be compensated to attract quality candidates willing to serve in this position. The city council approved the budget amendment on June 10, 2024.

**STAKEHOLDERS**

Municipal court judges

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

Based on FY 25 proposed budget this would transfer \$40,000 from the City Attorney budget (intergovernmental transfers) to the Municipal Court Budget to increase Municipal Court Judge salaries.

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**Attachments**

DRAFT Resolution

**RESOLUTION 24-\_\_\_\_\_**

**A RESOLUTION SETTING THE SALARY FOR MUNICIPAL COURT JUDGES; AND REPEALING RESOLUTION 23-11097 AND ALL PRECEDING RESOLUTIONS INCONSISTENT HEREWITH.**

WHEREAS, it is in the best interests of the citizens that the position of Municipal Court Judge of Billings be sufficiently compensated to attract quality candidates willing to serve in these fundamental positions; and

WHEREAS, the City Council has the authority pursuant to Section 3-6-203 (2023) MCA, and Billings, Montana City Code, Section 10-205, to establish the salaries of Municipal Court Judges.

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

1. The salary of a full-time elected Municipal Court Judge in the City of Billings Municipal Court will be set at 100% of the salary of a District Court Judge as determined by the State of Montana.
2. Any increase in a Municipal Court Judge's salary that results from an increase in the State of Montana's compensation to District Court Judges will be effective on July 1 of every odd numbered year pursuant to Section 3-5-211, MCA.
3. REPEALER. Resolution 23-11097 and any other preceding resolutions inconsistent herewith are hereby repealed.
4. EFFECTIVE DATE. This resolution is effective on July 1, 2024.

PASSED, ADOPTED and APPROVED on this 24<sup>th</sup> day of June, 2024.

CITY OF BILLINGS

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

ATTEST:

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Second Reading Ordinance Amending BMCC, Article 22-800, Storm Sewers  
**Presented by:** Jennifer Duray  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

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

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

At its meeting on June 10, 2024, the City Council conducted a public hearing and approved the first reading of an ordinance amending Article 22-800 of the Billings Montana City Code, including the following:

- Adding definitions;
- Requiring the rate methodology to be reviewed at least every five years; and
- Renumbering the sections within the Article.

**ALTERNATIVES**

City Council may:

- Approve the amendment to BMCC, Article 22-800 Storm Sewers; or,
- Not approve the amendment.

**FISCAL EFFECTS**

There is no fiscal effect as a result of this amendment to city code.

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**Attachments**

Ordinance Amendment Clean  
Ordinance Amendment Redlined

**ORDINANCE 24-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE 22  
-800 (STORM SEWERS) BY GENERALLY ADDING  
DEFINITIONS, RENUMBERING THE SECTIONS OF THE  
ARTICLE, AND SPECIFYING THE FREQUENCY OF RATE  
METHODOLOGY REVIEW**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:**

**Section 1.** That Article 22-800 of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

**Article 22-800. – STORM SEWER SYSTEM RATES AND CHARGES**

**Sec. 22-801. – Costs and purpose.**

The purpose of the rates and charges shall be to generate sufficient revenue to pay all costs of establishing, building, reconstructing, or extending the city's storm sewer system, authorized under MCA 7-13-4301, including but not limited to costs of construction, reconstruction, operation, maintenance, administration, depreciation and replacement of stormwater infrastructure, appurtenances, and sewers to dispose of stormwater and divert it from the sewage disposal plant and prevent pollution of sources of water supply, including the principal of and interest on all revenue bonds to be issued for that purpose, as authorized by MCA Title 7 Chapter 7 Part 44, or Title 7 Chapter 13 Part 43, as amended. All proceeds are deemed to be in payment for the use of the city storm sewer system.

**Sec. 22-802. – Definitions.**

For the purpose of this article and the calculation of storm sewer system fees, the following terms, phrases, and words shall have the meaning ascribed to them below.

*Commercial property* means developed property except a single-family residential property or duplex.

*Developed property* means real property that has been altered from its natural state by the addition of any improvements, including but not limited to buildings, structures or impervious surfaces. Parcels with square feet of impervious surface area equal to more than 2,500 square feet or those properties

that meet the definition of single-family residential or duplex property, shall be considered developed property.

*Duplex property means a developed property residential building containing two separate residential dwelling units, both served by one water and/or wastewater connection.*

*Equivalent Residential Unit or ERU means the average impervious surface area for a developed single-family residential property in the City.*

*Impervious surface means a surface that is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, pavement, buildings, decks, parking areas, and compacted gravel areas. Impervious surface does not include sidewalks within a park, trails and paths, improved streets, roads and sidewalks within the public right-of-way, and parcels dedicated for storm drains, ditches, and drains. Rather, such facilities are deemed to be part of the municipal storm sewer system or to constitute non-impervious surfaces.*

*Single-family residential property means a developed property containing a building or structure maintained and used as a residential single dwelling unit and is served by an individual water and/or wastewater connection.*

*Undeveloped property means any real property which has 2,500 square feet or less of impervious surface area and does not have utility services (water, wastewater, or trash collection).*

#### **Sec. 22-803. – Operation cost determination.**

The City Administrator or the Public Works Department shall determine the total annual cost of operation and maintenance of the storm sewer system pursuant to policies adopted by the city council. The total annual cost of operation and maintenance of the storm sewer system shall include, but is not limited to, costs of planning, analysis, labor, personnel, repairs, capital improvements, equipment, equipment replacement, maintenance, modifications, power, permitting, sampling, administration, debt service, and amounts needed to fund reserves.

#### **Sec. 22-804. – Monthly service charge.**

A monthly storm sewer system service charge is imposed and made applicable to all premises within the city limits. Stormwater service charges shall be included with the monthly utility billing. All charges shall be assessed to premises within the City upon a methodology and at a rate to be established by Council resolution and in accord with MCA 7-13-4304. The methodologies used to calculate such rates shall be reviewed at a minimum every five years.

All storm sewer system service charges shall be collected as provided in this article and credited to a fund to be known as "The Municipal Storm Sewer System Fund", which shall be at all times segregated and maintained as a separate fund.

**Sec. 22-805. – Appeal and adjustment.**

Any party who considers the charges applicable to his premises unfair, inequitable or unreasonable may apply to the public works director for adjustment thereof, stating the facts and grounds of complaint, and the public works director may notify the owner of any premises as to which he considers the rates and charges to be inadequate. In either case, the public works director shall cause appropriate investigation and report to be made by himself or his duly authorized representative.

The public works director, or his duly authorized representative, shall consider each and all of such complaints and reports and communicate his findings with respect thereto to the city council. The council shall have the right to order a public hearing as to any such matter and, if convinced that an adjustment of the charges for such premises is necessary to provide reasonable equality with those charged to others, it shall so provide, either by ordinance amendatory hereto, or by resolutions fixing special charges for individual premises during the period of continuance of special circumstances which make the standard charges unfair, inequitable, unreasonable or inadequate.

**Sec. 22-806. – Delinquent charges.**

Bills for storm sewer system service charges shall become delinquent twenty-five (25) days from the date of billing if not paid. If the bill is not paid within forty (40) days after the billing date, the water service to the customer shall be discontinued after written notice of delinquency is mailed to the customer until the delinquent amount due and owing is paid. The city invokes use of the procedures set forth under MCA 7-13-4309 for collection of the payment due and owing as a tax against the lot or parcel of real property to which stormwater sewer system service was furnished and payment is delinquent and also permits the city to bring suit to collect payment of delinquent charges as a debt owing the city.

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 3. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the \_\_\_\_\_ day of \_\_\_\_\_,  
2024.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.

CITY OF BILLINGS

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

Attest:

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

ORDINANCE 24-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE  
22-800 (STORM SEWERS) BY GENERALLY ADDING  
DEFINITIONS, RENUMBERING THE SECTIONS OF THE  
ARTICLE, AND SPECIFYING THE FREQUENCY OF RATE  
METHODOLOGY REVIEW

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1.** That Article 22-800 of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

**Article 22-800. – STORM SEWER SYSTEM RATES AND CHARGES**

**Sec. 22-801. – Costs and purpose.**

The purpose of the rates and charges shall be to generate sufficient revenue to pay all costs of establishing, building, reconstructing, or extending the city's storm sewer system, authorized under MCA 7-13-4301, including but not limited to costs of construction, reconstruction, operation, maintenance, administration, depreciation and replacement of stormwater infrastructure, appurtenances, and sewers to dispose of stormwater and divert it from the sewage disposal plant and prevent pollution of sources of water supply, including the principal of and interest on all revenue bonds to be issued for that purpose, as authorized by MCA Title 7 Chapter 7 Part 44, or Title 7 Chapter 13 Part 43, as amended. All proceeds are deemed to be in payment for the use of the city storm sewer system.

**Sec. 22-802. – Definitions.**

For the purpose of this article and the calculation of storm sewer system fees, the following terms, phrases, and words shall have the meaning ascribed to them below.

Commercial property means developed property except a single-family residential property or duplex.

Developed property means real property that has been altered from its natural state by the addition of any improvements, including but not limited to buildings, structures or impervious surfaces. Parcels with square feet of impervious surface area equal to more than 2,500 square feet or those properties

that meet the definition of single-family residential or duplex property, shall be considered developed property.

Duplex property means a developed property residential building containing two separate residential dwelling units, both served by one water and/or wastewater connection.

Equivalent Residential Unit or ERU means the average impervious surface area for a developed single-family residential property in the City.

Impervious surface means a surface that is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, pavement, buildings, decks, parking areas, and compacted gravel areas. Impervious surface does not include sidewalks within a park, trails and paths, improved streets, roads and sidewalks within the public right-of-way, and parcels dedicated for storm drains, ditches, and drains. Rather, such facilities are deemed to be part of the municipal storm sewer system or to constitute non-impervious surfaces.

Single-family residential property means a developed property containing a building or structure maintained and used as a residential single dwelling unit and is served by an individual water and/or wastewater connection.

Undeveloped property means any real property which has 2,500 square feet or less of impervious surface area and does not have utility services (water, wastewater, or trash collection).

### **Sec. 22-80~~32~~.** – Operation cost determination.

The City Administrator or the Public Works Department shall determine the total annual cost of operation and maintenance of the storm sewer system pursuant to policies adopted by the city council. The total annual cost of operation and maintenance of the storm sewer system shall include, but is not limited to, costs of planning, analysis, labor, personnel, repairs, capital improvements, equipment, equipment replacement, maintenance, modifications, power, permitting, sampling, administration, debt service, and amounts needed to fund reserves.

### **Sec. 22-80~~43~~.** – Monthly service charge.

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by Council resolution and in accord with MCA 7-13-4304. The methodologies used to calculate such rates shall be reviewed at a minimum every five years.

All storm sewer system service charges shall be collected as provided in this article and credited to a fund to be known as “The Municipal Storm Sewer System Fund”, which shall be at all times segregated and maintained as a separate fund.

**Sec. 22-8054. – Appeal and adjustment.**

Any party who considers the charges applicable to his premises unfair, inequitable or unreasonable may apply to the public works director for adjustment thereof, stating the facts and grounds of complaint, and the public works director may notify the owner of any premises as to which he considers the rates and charges to be inadequate. In either case, the public works director shall cause appropriate investigation and report to be made by himself or his duly authorized representative.

The public works director, or his duly authorized representative, shall consider each and all of such complaints and reports and communicate his findings with respect thereto to the city council. The council shall have the right to order a public hearing as to any such matter and, if convinced that an adjustment of the charges for such premises is necessary to provide reasonable equality with those charged to others, it shall so provide, either by ordinance amendatory hereto, or by resolutions fixing special charges for individual premises during the period of continuance of special circumstances which make the standard charges unfair, inequitable, unreasonable or inadequate.

**Sec. 22-8065. – Delinquent charges.**

Bills for storm sewer system service charges shall become delinquent twenty-five (25) days from the date of billing if not paid. If the bill is not paid within forty (40) days after the billing date, the water service to the customer shall be discontinued after written notice of delinquency is mailed to the customer until the delinquent amount due and owing is paid. The city invokes use of the procedures set forth under MCA 7-13-4309 for collection of the payment due and owing as a tax against the lot or parcel of real property to which stormwater sewer system service was furnished and payment is delinquent and also permits the city to bring suit to collect payment of delinquent charges as a debt owing the city.

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**Section 4. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF BILLINGS

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

Attest:

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Payment of Claims for week of May 20th, 2024  
**Presented by:** Erin Watterud  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$11,102,332.77 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 05202024

| Check Date | Check # | Name                  | Fund Name      | Amount        | Item Desc                                        |
|------------|---------|-----------------------|----------------|---------------|--------------------------------------------------|
| 05/20/2024 | 871100  | 360 Office            | Library        | \$ 10,938.60  | 1369916-0 Co+Lab Tables, Friends' grant          |
| 05/20/2024 | 871101  | A & E Architects      | Park Dist 1    | \$ 24,847.52  | invoice 2316203- additional expenses consultant  |
| 05/20/2024 | 871104  | Advanced Eng & Enviro | Wastewater     | \$ -          | Agreement for Water and Wastewater Rate Study    |
| 05/20/2024 | 871104  | Advanced Eng & Enviro | Wastewater     | \$ 717.00     | Agreement for Water and Wastewater Rate Study    |
| 05/20/2024 | 871104  | Advanced Eng & Enviro | Water          | \$ -          | Agreement for Water and Wastewater Rate Study    |
| 05/20/2024 | 871104  | Advanced Eng & Enviro | Water          | \$ 627.00     | Agreement for Water and Wastewater Rate Study    |
| 05/20/2024 | 871104  | Advanced Eng & Enviro | Water          | \$ 10,964.75  | WO 22-45 Willett Christensen Pump Station Improv |
| 05/20/2024 | 871106  | AirSide Solutions     | Airport        | \$ 89,980.74  | Airfield Lighting System Equipment Upgrade       |
| 05/20/2024 | 871108  | Alpha Omega Disaster  | Engineering    | \$ 3,037.19   | Roof leak - went into Jeremy's office            |
| 05/20/2024 | 871113  | Arconas               | Airport        | \$ 342,788.33 | Hold Room Seating - New Terminal                 |
| 05/20/2024 | 871115  | Askin Construction    | Gas Tax        | \$ 61,857.48  | WO 23-02 Missing Sidewalk Project                |
| 05/20/2024 | 871115  | Askin Construction    | Sidewalk Const | \$ 23,695.65  | WO 23-02 Missing Sidewalk Project                |
| 05/20/2024 | 871115  | Askin Construction    | Tax Incrmnt S  | \$ 649,462.37 | WO 23-26 Sbura Gravel Streets                    |
| 05/20/2024 | 871116  | AT & T                | Airport        | \$ 825.66     | Airport                                          |
| 05/20/2024 | 871116  | AT & T                | Building       | \$ 45.20      | Building Manager                                 |
| 05/20/2024 | 871116  | AT & T                | Building       | \$ 512.66     | PW-Building Cell Phone                           |
| 05/20/2024 | 871116  | AT & T                | Building       | \$ 426.24     | PW-Building Surfaces                             |
| 05/20/2024 | 871116  | AT & T                | CDBG           | \$ 145.68     | Comm Dev                                         |
| 05/20/2024 | 871116  | AT & T                | Court Grants   | \$ 135.60     | Muni Court DC                                    |
| 05/20/2024 | 871116  | AT & T                | Engineering    | \$ 174.20     | Engineering Tablets                              |
| 05/20/2024 | 871116  | AT & T                | Engineering    | \$ 31.33      | PW- Engineering -MiFi                            |
| 05/20/2024 | 871116  | AT & T                | Engineering    | \$ 147.13     | PW-Engineering Cell Phones and MiFi              |
| 05/20/2024 | 871116  | AT & T                | Facilities     | \$ 45.20      | Facilities BOC                                   |
| 05/20/2024 | 871116  | AT & T                | Facilities     | \$ 31.64      | Facilities BOC                                   |
| 05/20/2024 | 871116  | AT & T                | Facilities     | \$ 13.56      | Facilities BOC                                   |
| 05/20/2024 | 871116  | AT & T                | Facilities     | \$ 45.20      | Facilities BOC                                   |
| 05/20/2024 | 871116  | AT & T                | Facilities     | \$ 86.44      | Facilities BOC/CH                                |
| 05/20/2024 | 871116  | AT & T                | Facilities     | \$ 28.80      | Facilities BOC/CH                                |
| 05/20/2024 | 871116  | AT & T                | Facilities     | \$ 45.20      | Facilities City Hall                             |
| 05/20/2024 | 871116  | AT & T                | Facilities     | \$ 45.20      | Facilities City Hall                             |
| 05/20/2024 | 871116  | AT & T                | Facilities     | \$ 45.20      | Facilities City Hall                             |
| 05/20/2024 | 871116  | AT & T                | Facilities     | \$ 90.40      | Facilities Managers                              |
| 05/20/2024 | 871116  | AT & T                | Fleet          | \$ 61.14      | Motor Pool                                       |

| Check Date | Check # | Name   | Fund Name        | Amount     | Item Desc                          |
|------------|---------|--------|------------------|------------|------------------------------------|
| 05/20/2024 | 871116  | AT & T | General          | \$ 416.68  | Code Enforcement                   |
| 05/20/2024 | 871116  | AT & T | General          | \$ 45.20   | Purchasing                         |
| 05/20/2024 | 871116  | AT & T | General          | \$ 45.20   | Human Resources                    |
| 05/20/2024 | 871116  | AT & T | General          | \$ 180.80  | Legal Dept -Domestic Violence -    |
| 05/20/2024 | 871116  | AT & T | General          | \$ 50.24   | Legal                              |
| 05/20/2024 | 871116  | AT & T | General          | \$ 294.72  | PRPL - Recreation Division         |
| 05/20/2024 | 871116  | AT & T | General          | \$ 72.65   | REC Seasonal                       |
| 05/20/2024 | 871116  | AT & T | General          | \$ (50.00) | Rec Tablet Credit                  |
| 05/20/2024 | 871116  | AT & T | General          | \$ 175.06  | Rec Tablets                        |
| 05/20/2024 | 871116  | AT & T | IT Resources     | \$ 59.61   | IT Department -On call Phone -     |
| 05/20/2024 | 871116  | AT & T | Library          | \$ 234.56  | Library                            |
| 05/20/2024 | 871116  | AT & T | Library          | \$ 107.31  | Library Out Reach                  |
| 05/20/2024 | 871116  | AT & T | P.W. Admin       | \$ 32.55   | PWBLKNP OFFICE -50/50              |
| 05/20/2024 | 871116  | AT & T | P.W. Admin       | \$ 32.56   | PWBLKNP OFFICE -50/50              |
| 05/20/2024 | 871116  | AT & T | Park Dist 1      | \$ 553.19  | Parks Dept.                        |
| 05/20/2024 | 871116  | AT & T | Park Dist 1      | \$ 23.90   | Parks Seasonal                     |
| 05/20/2024 | 871116  | AT & T | Park Dist 1      | \$ 537.26  | PRPL Parks Tablets                 |
| 05/20/2024 | 871116  | AT & T | Parking          | \$ -       | Parking Division Meter Maintenance |
| 05/20/2024 | 871116  | AT & T | Parking          | \$ 406.80  | Parking Phones and scanner         |
| 05/20/2024 | 871116  | AT & T | Parking          | \$ 226.00  | Parking Phones and scanner         |
| 05/20/2024 | 871116  | AT & T | Payroll Clearing | \$ 45.20   | Legal Dept -Domestic Violence -    |
| 05/20/2024 | 871116  | AT & T | PD Program       | \$ 160.56  | CCSIU Toughbook                    |
| 05/20/2024 | 871116  | AT & T | PD Program       | \$ 45.51   | Domestic Violence                  |
| 05/20/2024 | 871116  | AT & T | Phone System     | \$ 40.37   | IT Department -On call Phone -     |
| 05/20/2024 | 871116  | AT & T | Phone System     | \$ 65.02   | IT iPads                           |
| 05/20/2024 | 871116  | AT & T | Phone System     | \$ (0.08)  | IT iPads                           |
| 05/20/2024 | 871116  | AT & T | Phone System     | \$ 3.38    | Metro Cell Account                 |
| 05/20/2024 | 871116  | AT & T | Phone System     | \$ 17.49   | TeleComm Manager                   |
| 05/20/2024 | 871116  | AT & T | Planning         | \$ 67.73   | Planning                           |
| 05/20/2024 | 871116  | AT & T | Public Safety    | \$ 257.23  | Animal Control Cell Phones         |
| 05/20/2024 | 871116  | AT & T | Public Safety    | \$ 321.12  | Animal Control -MDT                |
| 05/20/2024 | 871116  | AT & T | Public Safety    | \$ 120.42  | Assistant chiefs new iPads         |
| 05/20/2024 | 871116  | AT & T | Public Safety    | \$ 288.69  | Comm. Center 9-1-1                 |

| Check Date | Check # | Name   | Fund Name      | Amount      | Item Desc                              |
|------------|---------|--------|----------------|-------------|----------------------------------------|
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 40.14    | Detective -Toughbook                   |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 444.13   | FIRE CRADLEPOINT                       |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 1,563.92 | Fire Department Cell Phones            |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 121.25   | Fire Drone MiFi and Cradlepoint        |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 583.68   | FIRE EMS                               |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 135.60   | Fire EMS Cell Phone                    |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 198.72   | FIRE INSPECTIONS                       |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 325.20   | Fire iPads                             |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 40.14    | Fire iPads                             |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 222.06   | Fire iPads                             |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 799.46   | Fire Station iPads                     |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 85.65    | ICAC                                   |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 541.65   | MDT Fire                               |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 83.39    | POLICE CRADLEPOINT                     |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 125.32   | POLICE CSO                             |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 3,979.01 | Police Department Cell Phone           |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 50.24    | Police -Drone                          |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 5,229.24 | Police MDT Toughbooks and Loaner MDT's |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 240.84   | Police MDT Toughbooks and Loaner MDT's |
| 05/20/2024 | 871116  | AT & T | Public Safety  | \$ 287.20   | Yellowstone County Cellular Charges    |
| 05/20/2024 | 871116  | AT & T | Solid Waste    | \$ 386.16   | SOLID WASTE Cell and iPads             |
| 05/20/2024 | 871116  | AT & T | Solid Waste    | \$ 139.36   | SOLID WASTE Cell and iPads             |
| 05/20/2024 | 871116  | AT & T | Street/Traffic | \$ 55.35    | School Flashers                        |
| 05/20/2024 | 871116  | AT & T | Street/Traffic | \$ 724.66   | Street Traffic iPads                   |
| 05/20/2024 | 871116  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones             |
| 05/20/2024 | 871116  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones             |
| 05/20/2024 | 871116  | AT & T | Transit        | \$ 45.22    | MET Supervisor Cell Phones             |
| 05/20/2024 | 871116  | AT & T | Transit        | \$ 37.79    | MET Supervisor Cell Phones             |
| 05/20/2024 | 871116  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones             |
| 05/20/2024 | 871116  | AT & T | Transit        | \$ 49.07    | MET Supervisor Cell Phones             |
| 05/20/2024 | 871116  | AT & T | Transit        | \$ 50.34    | MET Supervisor Cell Phones             |
| 05/20/2024 | 871116  | AT & T | Transit        | \$ 50.27    | MET Supervisor Cell Phones             |
| 05/20/2024 | 871116  | AT & T | Transit        | \$ 389.65   | MET Transit Tablets                    |

| Check Date | Check # | Name                    | Fund Name     | Amount        | Item Desc                                           |
|------------|---------|-------------------------|---------------|---------------|-----------------------------------------------------|
| 05/20/2024 | 871116  | AT & T                  | Transit       | \$ 645.35     | MET Transit Tablets                                 |
| 05/20/2024 | 871116  | AT & T                  | Wastewater    | \$ 180.80     | PW Environmental                                    |
| 05/20/2024 | 871116  | AT & T                  | Wastewater    | \$ 366.45     | PWBELKNAP-DIST COLL CELL PHONES 50/50               |
| 05/20/2024 | 871116  | AT & T                  | Wastewater    | \$ 473.24     | PWBLKNP Electricians -Phones                        |
| 05/20/2024 | 871116  | AT & T                  | Wastewater    | \$ 28.15      | PWBLKNP STORES -75/25                               |
| 05/20/2024 | 871116  | AT & T                  | Wastewater    | \$ 1,006.34   | PWBLNP-WWTRMNT1                                     |
| 05/20/2024 | 871116  | AT & T                  | Wastewater    | \$ 104.52     | PWBLNP-WWTRMNT2                                     |
| 05/20/2024 | 871116  | AT & T                  | Wastewater    | \$ 385.50     | PW-Distribution Collection Tablets 50/50            |
| 05/20/2024 | 871116  | AT & T                  | Wastewater    | \$ 80.28      | PW-Environmental                                    |
| 05/20/2024 | 871116  | AT & T                  | Water         | \$ 366.44     | PWBELKNAP-DIST COLL CELL PHONES 50/50               |
| 05/20/2024 | 871116  | AT & T                  | Water         | \$ 993.75     | PWBELKNAP-WT Water Treatment                        |
| 05/20/2024 | 871116  | AT & T                  | Water         | \$ 472.64     | PWBLKNP COMM-METER CityWorks/Neptune                |
| 05/20/2024 | 871116  | AT & T                  | Water         | \$ 412.15     | PWBLKNP MTRSHOP CELL PHONE AND IPADS                |
| 05/20/2024 | 871116  | AT & T                  | Water         | \$ 288.40     | PWBLKNP MTRSHOP CELL PHONE AND IPADS                |
| 05/20/2024 | 871116  | AT & T                  | Water         | \$ 84.46      | PWBLKNP STORES -75/25                               |
| 05/20/2024 | 871116  | AT & T                  | Water         | \$ 385.50     | PW-Distribution Collection Tablets 50/50            |
| 05/20/2024 | 871117  | ATS Inland NW           | Airport       | \$ 714.00     | FY23 Energy Management Services - QTA               |
| 05/20/2024 | 871117  | ATS Inland NW           | Airport       | \$ 3,079.00   | FY23 Energy Management Services - Terminal          |
| 05/20/2024 | 871123  | Billings Depot          | Engineering   | \$ 15,437.22  | Last pickup 2:56; finished route 4:32               |
| 05/20/2024 | ACH     | Burns & McDonnell Engin | Water         | \$ 181,598.58 | WO 19-42 West End Water Treatment Plant Project     |
| 05/20/2024 | 871138  | Civicplus               | IT Resources  | \$ 7,250.00   | On-Site Training Fee and On-Site Days               |
| 05/20/2024 | 871140  | Cop Construction        | Solid Waste   | \$ 69,646.51  | WO 20-46 Landfill Compost Facility                  |
| 05/20/2024 | 871144  | Cushing Terrell         | St Maint Dist | \$ 15,993.96  | WO 23-45 Street/Traffic Remote Salt Storage Bldg    |
| 05/20/2024 | 871146  | Dakota Supply           | Water         | \$ (47.97)    | 1-1/4 MIP X CTS COMPRESSION ADAPTER                 |
| 05/20/2024 | 871146  | Dakota Supply           | Water         | \$ 5,191.11   | 6 " MJ GATE VALVE P/N: 2606BLAFMMU                  |
| 05/20/2024 | 871146  | Dakota Supply           | Water         | \$ 1,065.71   | 6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH        |
| 05/20/2024 | 871146  | Dakota Supply           | Water         | \$ 311.66     | 6" X 20" CI FC CLAMP - F1-724 X 20 X SH P/N: 405763 |
| 05/20/2024 | 871146  | Dakota Supply           | Water         | \$ 1,791.13   | 8" MJ GATE VALVE P/N: 24509                         |
| 05/20/2024 | 871146  | Dakota Supply           | Water         | \$ (39.22)    | 8" MJ GLAND PACK                                    |
| 05/20/2024 | 871146  | Dakota Supply           | Water         | \$ 676.46     | 8" X 20" CI-FC REPAIR CLAMP - F1-939 X20-SH         |
| 05/20/2024 | 871146  | Dakota Supply           | Water         | \$ 161.38     | 8"X2" CC BRASS SADDLE C900 P/N: 342432              |
| 05/20/2024 | 871146  | Dakota Supply           | Water         | \$ 276.17     | Fitting to hook up water service PBD027             |
| 05/20/2024 | 871146  | Dakota Supply           | Water         | \$ 380.27     | MJ GLAND PACK 6" P/N: 333-020-00180                 |

| Check Date | Check # | Name                       | Fund Name        | Amount          | Item Desc                                             |
|------------|---------|----------------------------|------------------|-----------------|-------------------------------------------------------|
| 05/20/2024 | 871146  | Dakota Supply              | Water            | \$ 34.48        | Stiffeners for plastic water services P               |
| 05/20/2024 | 871146  | Dakota Supply              | Water            | \$ 1,248.00     | TYLER 6860 #69 HD ADJUSTABLE RISER (TY502227)         |
| 05/20/2024 | 871148  | Dell Computer              | Public Safety    | \$ 2,103.49     | Dell 55" 4K touch monitor                             |
| 05/20/2024 | 871148  | Dell Computer              | Public Safety    | \$ 1,450.00     | Dell Latitude 5540, i7, 16GB RAM, 1TB SSD             |
| 05/20/2024 | 871149  | Desert Mountain            | Street/Traffic   | \$ 2,296.28     | ice slicer                                            |
| 05/20/2024 | 871149  | Desert Mountain            | Street/Traffic   | \$ 2,657.25     | inv#23-111321ice slicer                               |
| 05/20/2024 | 871150  | Dick Anderson Construction | Stillwater Const | \$ 1,852,190.79 | City of Billings Law Justice Center/City Hall Remodel |
| 05/20/2024 | 871150  | Dick Anderson Construction | Water            | \$ 1,443,163.33 | WO 19-42 West End WTP Project - Construction          |
| 05/20/2024 | 871153  | DOWL                       | Storm Sewer      | \$ 17,662.50    | WO 20-24 West End Storm System Improvements           |
| 05/20/2024 | 871153  | DOWL                       | Storm Sewer      | \$ 980.00       | WO 24-22 Arnold Drain Capacity Analysis               |
| 05/20/2024 | 871153  | DOWL                       | Water            | \$ 31,189.75    | WO 22-44 Zone 1 Water Storage Improvements            |
| 05/20/2024 | 871153  | DOWL                       | Water            | \$ 79,346.25    | WO24-01 Contract 1: 2024 Water Main Replacement       |
| 05/20/2024 | 871145  | D-Tech International       | Library          | \$ 55,985.00    | 2826 Book Locker #4, Children's Clinic                |
| 05/20/2024 | 871155  | Dynamic Designs            | Engineering      | \$ 583.31       | Pubic Works Week hats coolers                         |
| 05/20/2024 | 871155  | Dynamic Designs            | P.W. Admin       | \$ 583.31       | Pubic Works Week hats coolers                         |
| 05/20/2024 | 871155  | Dynamic Designs            | Solid Waste      | \$ 583.32       | Pubic Works Week hats coolers                         |
| 05/20/2024 | 871155  | Dynamic Designs            | Street/Traffic   | \$ 583.31       | Pubic Works Week hats coolers                         |
| 05/20/2024 | 871155  | Dynamic Designs            | Wastewater       | \$ 583.31       | Pubic Works Week hats coolers                         |
| 05/20/2024 | 871155  | Dynamic Designs            | Wastewater       | \$ 583.31       | Pubic Works Week hats coolers                         |
| 05/20/2024 | 871155  | Dynamic Designs            | Wastewater       | \$ 583.31       | Pubic Works Week hats coolers                         |
| 05/20/2024 | 871155  | Dynamic Designs            | Water            | \$ 291.66       | Pubic Works Week hats coolers                         |
| 05/20/2024 | 871155  | Dynamic Designs            | Water            | \$ 291.66       | Pubic Works Week hats coolers                         |
| 05/20/2024 | 871157  | Earth Movers Excavation    | Storm Sewer      | \$ 3,813.58     | Retainage Release                                     |
| 05/20/2024 | 871160  | Empire Roofing             | Wastewater       | \$ 306,133.71   | Roofing Replacement for WRF Solids Process BLDG       |
| 05/20/2024 | 871167  | Financial Consulting       | Storm Sewer      | \$ 16,304.75    | WO 20-37 Stormwater Utility Development               |
| 05/20/2024 | ACH     | Finishing Touch Exteriors  | Facilities       | \$ 36,948.13    | Retainage Release - Billings Community Center         |
| 05/20/2024 | 871174  | Hample Excavation          | Solid Waste      | \$ 4,831.55     | Retainage Release FINAL                               |
| 05/20/2024 | ACH     | HDR                        | Wastewater       | \$ 8,552.71     | WO 23-22 Digester Boiler Engineering Design           |
| 05/20/2024 | ACH     | HDR                        | Wastewater       | \$ 3,616.38     | WO 24-15 WRF Chemical Room Repair                     |
| 05/20/2024 | ACH     | HDR                        | Water            | \$ 98,291.69    | WO 19-12 West End Reservoir                           |
| 05/20/2024 | ACH     | HDR                        | Water            | \$ 24,074.70    | WO 23-12 Zone 4 Pump Station & Waterline Improv       |
| 05/20/2024 | ACH     | HDR                        | Water            | \$ 2,900.00     | WO 24-24 Foelker PRV Design Confirmation              |
| 05/20/2024 | 871177  | Hernandez                  | Public Safety    | \$ 3,042.36     | SPRING TUITION: EXERCISE & SPORT NUTRITION            |

| Check Date | Check # | Name           | Fund Name        | Amount       | Item Desc                        |
|------------|---------|----------------|------------------|--------------|----------------------------------|
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 285.64    | 1913627                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 362.30    | 1914270                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 161.55    | 1914483                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 75.86     | 1914859                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 41.52     | 1914890                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 247.81    | 1915639                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 1,502.74  | 1916675                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 468.77    | 1916858                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 131.08    | 1916921                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 270.75    | 1916927                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Fleet            | \$ 111.40    | 1916930                          |
| 05/20/2024 | 871181  | Hose & Rubber  | Street/Traffic   | \$ 41.60     | pipe/couplers for sanders        |
| 05/20/2024 | 871181  | Hose & Rubber  | Street/Traffic   | \$ 535.72    | parts to repair pump             |
| 05/20/2024 | 871181  | Hose & Rubber  | Wastewater       | \$ 25.00     | 1919016- 4" industrial band      |
| 05/20/2024 | 871181  | Hose & Rubber  | Water            | \$ 432.55    | 1919420- gates spiral GS-GSP-GSM |
| 05/20/2024 | 871183  | Iaff           | Payroll Clearing | \$ 5,643.42  | Payroll Summary                  |
| 05/20/2024 | 871186  | InfoSend       | P.W. Admin       | \$ 5,630.88  | Additional Postage Deposit       |
| 05/20/2024 | 871186  | InfoSend       | P.W. Admin       | \$ 14,884.53 | Services for 04/01/24-04/29/24   |
| 05/20/2024 | 871186  | InfoSend       | P.W. Admin       | \$ 3,596.69  | Services for 04/01/24-04/29/24   |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 0.04      | 81382257                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 16.52     | 81382257                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 0.24      | 81382258                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 70.80     | 81382258                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 10.77     | 81382258                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 14.99     | 81382258                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 0.63      | 81382259                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 271.51    | 81382259                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 49.17     | 81382259                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 49.82     | 81382260 Eisner                  |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 0.02      | 81382261                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 10.17     | 81382261                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 0.15      | 81382262                         |
| 05/20/2024 | 871187  | Ingram Library | Library          | \$ 55.45     | 81382262                         |

| Check Date | Check # | Name           | Fund Name | Amount    | Item Desc       |
|------------|---------|----------------|-----------|-----------|-----------------|
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 1.73   | 81382263        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 113.65 | 81382263        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 192.38 | 81382263        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 11.20  | 81382263        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 422.29 | 81382263        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 101.07 | 81382263        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.06   | 81382264        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 18.88  | 81382264        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.05   | 81394889        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 9.59   | 81394889        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 3.02   | 81394890        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.06   | 81394892        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 10.79  | 81394892        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.14   | 81394893        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 17.67  | 81394893        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 1.86   | 81394894        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 81.84  | 81394894        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 101.94 | 81394894        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 42.43  | 81394894        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 23.98  | 81394894        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.14   | 81422404        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 21.58  | 81422404        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.09   | 81422405        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 10.79  | 81422405        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.48   | 81422406        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 16.51  | 81422406        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 32.98  | 81422406        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 53.18  | 81422407 Eisner |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.13   | 81422408        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 7.66   | 81422408        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.12   | 81422410        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 16.52  | 81422410        |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.47   | 81422411        |

| Check Date | Check # | Name           | Fund Name | Amount    | Item Desc |
|------------|---------|----------------|-----------|-----------|-----------|
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 13.19  | 81422411  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 24.16  | 81422411  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 108.23 | 81422412  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.26   | 81441611  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 165.77 | 81441611  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 12.01  | 81441612  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.08   | 81441613  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 40.21  | 81441613  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.02   | 81441614  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 10.61  | 81441614  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.10   | 81441615  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 37.16  | 81441615  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 11.79  | 81441615  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 2.52   | 81441616  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 82.09  | 81441616  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 154.27 | 81441616  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 68.95  | 81441616  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 783.87 | 81441616  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.82   | 81466214  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 28.48  | 81466214  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 50.97  | 81466214  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 1.33   | 81466215  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 146.45 | 81466215  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 11.20  | 81466215  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 15.69  | 81466216  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.15   | 81466217  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 17.70  | 81466217  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.20   | 81466218  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 14.99  | 81466218  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.39   | 81466219  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 14.99  | 81466219  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 7.79   | 81466219  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 22.40  | 81466219  |

| Check Date | Check # | Name           | Fund Name | Amount    | Item Desc |
|------------|---------|----------------|-----------|-----------|-----------|
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.95   | 81488914  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 10.17  | 81488914  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.73   | 81488915  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 10.19  | 81488915  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 1.32   | 81488916  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 20.65  | 81488916  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.47   | 81508587  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 12.59  | 81508587  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.24   | 81508588  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 7.19   | 81508588  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.32   | 81508589  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 5.89   | 81508589  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.32   | 81508591  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 7.77   | 81508591  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 1.36   | 81508592  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 12.97  | 81508592  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.33   | 81570562  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 34.22  | 81570562  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 15.34  | 81570562  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 12.97  | 81570562  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 1.07   | 81570858  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 169.25 | 81570858  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 46.77  | 81570858  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 85.41  | 81570859  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.09   | 81570860  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 11.20  | 81570860  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.38   | 81570863  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 15.93  | 81570863  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 53.67  | 81570863  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.06   | 81570864  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 18.60  | 81570864  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.23   | 81570865  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 20.65  | 81570865  |

| Check Date | Check # | Name           | Fund Name | Amount    | Item Desc |
|------------|---------|----------------|-----------|-----------|-----------|
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 10.61  | 81570865  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 11.38  | 81570866  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.05   | 81610550  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 9.59   | 81610550  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 2.57   | 81610551  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 162.02 | 81610551  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 78.26  | 81610551  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 37.15  | 81610551  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 147.15 | 81610551  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 38.47  | 81610552  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.11   | 81635060  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 67.82  | 81635060  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 48.01  | 81635061  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.02   | 81635063  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 8.99   | 81635063  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.02   | 81635064  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 11.79  | 81635064  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.02   | 81635065  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 10.19  | 81635065  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 2.68   | 81635066  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 404.77 | 81635066  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 276.25 | 81635066  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 11.99  | 81635066  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 846.26 | 81635066  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 20.40  | 81635067  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 11.99  | 81635068  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.05   | 81691886  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 19.76  | 81691886  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 0.04   | 81691887  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 10.19  | 81691887  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 2.86   | 81691888  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 169.37 | 81691888  |
| 05/20/2024 | 871187  | Ingram Library | Library   | \$ 161.80 | 81691888  |

| Check Date | Check # | Name           | Fund Name     | Amount    | Item Desc                               |
|------------|---------|----------------|---------------|-----------|-----------------------------------------|
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 10.79  | 81691888                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 246.18 | 81691888                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 0.05   | 81691889                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 24.92  | 81691889                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 0.07   | 81699703                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 11.20  | 81699703                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 0.13   | 81699704                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 17.70  | 81699704                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 0.09   | 81699705                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 17.11  | 81699705                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 0.07   | 81699706                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 14.99  | 81699706                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 1.42   | 81699707                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 295.66 | 81699707                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 0.06   | 81699708                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 12.36  | 81699708                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 0.56   | 81699709                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 56.79  | 81699709                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 49.48  | 81699709                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 19.43  | 81699709                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 0.27   | 81699710                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 52.49  | 81699710                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 0.14   | 81699711                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 17.10  | 81699711                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 10.59  | 81699711                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 0.19   | 81699712                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 17.10  | 81699712                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 32.29  | 81699712                                |
| 05/20/2024 | 871187  | Ingram Library | Library       | \$ 8.84   | 81699712                                |
| 05/20/2024 | 871187  | Ingram Library | Property Ins  | \$ 23.93  | Replacement of books frozen/broken pipe |
| 05/20/2024 | 871187  | Ingram Library | Property Ins  | \$ 42.76  | Replacement of books frozen/broken pipe |
| 05/20/2024 | 871188  | Invoice Cloud  | Building      | \$ 283.34 | Services for 04/01/2024 to 04/30/2024   |
| 05/20/2024 | 871188  | Invoice Cloud  | City Ins Fund | \$ 113.15 | Services for 04/01/2024 to 04/30/2024   |

| Check Date | Check # | Name                  | Fund Name        | Amount       | Item Desc                                    |
|------------|---------|-----------------------|------------------|--------------|----------------------------------------------|
| 05/20/2024 | 871188  | Invoice Cloud         | Parking          | \$ 875.91    | Services for 04/01/2024 to 04/30/2024        |
| 05/20/2024 | 871188  | Invoice Cloud         | Solid Waste      | \$ 12,699.48 | Services for 04/01/2024 to 04/30/2024        |
| 05/20/2024 | 871188  | Invoice Cloud         | Wastewater       | \$ 10,851.44 | Services for 04/01/2024 to 04/30/2024        |
| 05/20/2024 | 871188  | Invoice Cloud         | Water            | \$ 14,797.42 | Services for 04/01/2024 to 04/30/2024        |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 5,580.74  | C251374082.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 6,248.85  | C251374082.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 2,115.03  | C251374082.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 161.03    | C251374082.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 3,308.51  | C251374082.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 829.88    | C251374082.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 107.81    | C251374082.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 63.47     | C251374082.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 5.19      | C251374526.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 57.88     | C251374595.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 40.18     | C251374720.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 50.00     | C251374720.01                                |
| 05/20/2024 | 871182  | I-State Truck         | Fleet            | \$ 57.88     | C251374795.01                                |
| 05/20/2024 | ACH     | Jacobs Engineering    | Wastewater       | \$ 13,796.81 | WO 23-23 Briarwood H2S Mitigation            |
| 05/20/2024 | 871191  | JC Billion            | Water            | \$ 50,257.00 | 1 Ton Dually Truck to Replace Vehicle # 7365 |
| 05/20/2024 | ACH     | Kois Brothers         | Fleet            | \$ 847.62    | 132357                                       |
| 05/20/2024 | ACH     | Kois Brothers         | Fleet            | \$ 37.91     | 132382                                       |
| 05/20/2024 | ACH     | Kois Brothers         | Fleet            | \$ 36.80     | 132382                                       |
| 05/20/2024 | ACH     | Kois Brothers         | Fleet            | \$ 285.00    | 132442                                       |
| 05/20/2024 | ACH     | Kois Brothers         | Fleet            | \$ 233.13    | 132500                                       |
| 05/20/2024 | ACH     | Kois Brothers         | Fleet            | \$ 293.84    | 132500                                       |
| 05/20/2024 | ACH     | Kois Brothers         | Fleet            | \$ 307.08    | 132510                                       |
| 05/20/2024 | ACH     | Kois Brothers         | Fleet            | \$ 3,023.40  | 132547                                       |
| 05/20/2024 | ACH     | Kois Brothers         | Fleet            | \$ 847.62    | 132554                                       |
| 05/20/2024 | ACH     | Kois Brothers         | Fleet            | \$ 1,031.46  | 132559                                       |
| 05/20/2024 | 871204  | Mailing Technical     | Library          | \$ 2,561.37  | LIBR Library mailing April 2024              |
| 05/20/2024 | 871206  | Marketing Specialties | Public Safety    | \$ 2,833.00  | FIRE 6: OVERFILL ALARM & ACKNOWLEDGE SWITCH  |
| 05/20/2024 | 871212  | Monroe Jr             | Planning         | \$ 3,156.63  | Invoice #004 PLNMOB Art Project Supplies     |
| 05/20/2024 | 871213  | Montana CSED          | Payroll Clearing | \$ 5,895.62  | Payroll Summary                              |

| Check Date | Check # | Name                | Fund Name         | Amount       | Item Desc                                             |
|------------|---------|---------------------|-------------------|--------------|-------------------------------------------------------|
| 05/20/2024 | 871216  | MFPE                | Payroll Clearing  | \$ 2,920.68  | Payroll Summary                                       |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 16.28     | 92853BL                                               |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 236.70    | 92874BL                                               |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 152.57    | 92875BL                                               |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 712.05    | 93120BL                                               |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 1,321.40  | 93228BL                                               |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 88.00     | 93228BL                                               |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 235.78    | 94085BL                                               |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 65.00     | 94085BL                                               |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 71.23     | 94085BL                                               |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 286.68    | 94085BL                                               |
| 05/20/2024 | 871217  | Montana Peterbilt   | Fleet             | \$ 55.86     | 94085BL                                               |
| 05/20/2024 | 871218  | MSFA                | Payroll Clearing  | \$ 5,418.12  | Payroll Summary                                       |
| 05/20/2024 | 871219  | Morrison Maierle    | Wastewater        | \$ 1,919.92  | WO 23-35 Hesper Sanitary Sewer Extension              |
| 05/20/2024 | 871219  | Morrison Maierle    | Water             | \$ 3,280.38  | WO 24-24 Voelker Pump Station PRV                     |
| 05/20/2024 | 871221  | MPPA                | Payroll Clearing  | \$ 4,006.52  | Payroll Summary                                       |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Airport           | \$ 5,348.57  | AIP-77 Terminal Expansion (GMP) Federal Share         |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Airport           | \$ 502.76    | AIP-77 Terminal Expansion (GMP) Ineligible Local      |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Airport           | \$ 594.28    | AIP-77 Terminal Expansion (GMP) Local Share           |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Airport           | \$ 908.90    | Airfield Lighting System Equipment Upgrade            |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Arterial Streets  | \$ 33,774.83 | WO 09-12 Inner Belt Loop NW Billings Connector        |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Facilities        | \$ 373.21    | Retainage Release Billings Community Center           |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | FireStation Const | \$ 1,199.72  | Fire Station #8 Remodel                               |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Gas Tax           | \$ 4,340.75  | WO 09-12 Inner Belt Loop NW Billings Connector        |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Gas Tax           | \$ 624.82    | WO 23-02 Missing Sidewalk Project                     |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Library           | \$ 1,262.38  | Business Tax: Library Materials Handler/Conveyance    |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Park Dist 1       | \$ 1,434.22  | playground for north park playground-Gametime         |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Sidewalk Const    | \$ 239.35    | WO 23-02 Missing Sidewalk Project                     |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Solid Waste       | \$ 465.67    | Retainage Release 2                                   |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Solid Waste       | \$ 48.80     | Retainage Release FINAL                               |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Solid Waste       | \$ 703.50    | WO 20-46 Landfill Compost Facility                    |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Solid Waste       | \$ 548.25    | WO 22-47 Landfill Slope Stability Improvements        |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Stillwater Const  | \$ 18,709.00 | City of Billings Law Justice Center/City Hall Remodel |

| Check Date | Check # | Name                | Fund Name    | Amount       | Item Desc                                        |
|------------|---------|---------------------|--------------|--------------|--------------------------------------------------|
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Storm Sewer  | \$ 92.58     | change order #1                                  |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Storm Sewer  | \$ 38.52     | Retainage Release                                |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Storm Sewer  | \$ -         | WO 22-25 CCTV City Storm Drain                   |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Tax Incrmt S | \$ 239.40    | WO 23-26 Sbura Gravel Streets                    |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Tax Incrmt S | \$ 6,560.22  | WO 23-26 Sbura Gravel Streets                    |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Trl Donate   | \$ 1,669.77  | WO 21-38 Warren Trans_Weave Const Contract       |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Wastewater   | \$ 2,997.20  | WO 20-44 WRF Nutrient Recovery Improvements      |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Wastewater   | \$ 1,968.50  | WO 23-24 Belknap Remodel Phase 2                 |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Wastewater   | \$ 40.30     | WO 23-35 Hesper Sanitary Sewer Extension project |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Wastewater   | \$ 29.60     | WO 23-35 Hesper Sanitary Sewer Extension project |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Wastewater   | \$ 3,092.26  | WO 24-11 Roofing Replacement WRF Solids Process  |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Water        | \$ 28,067.18 | WO 19-42 West End WTP Construction               |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Water        | \$ 14,577.41 | WO 19-42 West End WTP Construction               |
| 05/20/2024 | 871222  | MT Dept of Rev-CGR2 | Water        | \$ 523.27    | WO 23-24 Belknap Remodel Phase 2                 |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Water        | \$ 86.05     | WO 23-43 Water Service Repairs                   |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Water        | \$ 6,311.79  | WO 24-01 Contract 1: 2024 Water Main Replacement |
| 05/14/2024 | 870911  | MT Dept of Rev-CGR2 | Water        | \$ 471.07    | WO 24-28 WTP Sediment Hauling                    |
| 05/20/2024 | 871226  | NorthWestern Energy | Facilities   | \$ 1,869.70  | 0975808-7                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | Facilities   | \$ 2,946.86  | 1269391-7                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | General      | \$ 39.58     | 0712387-0                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | General      | \$ 117.83    | 0712536-2                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | General      | \$ 276.91    | 0712538-8                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | General      | \$ 33.77     | 0720818-4                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | General      | \$ 274.36    | 0720821-8                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | Park Dist 1  | \$ 130.70    | 0722287-0                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | Park Dist 1  | \$ 696.81    | 0723045-1                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | Park Dist 1  | \$ 11.36     | 0723055-0                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | Park Dist 1  | \$ 42.77     | 0813489-2                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | Park Dist 1  | \$ 45.20     | 0839280-5                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | Park Dist 1  | \$ 471.61    | 0925496-2                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | Park Dist 1  | \$ 319.61    | 1191404-1                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | Park Dist 1  | \$ 12.88     | 1836666-6                                        |
| 05/20/2024 | 871226  | NorthWestern Energy | Park Dist 1  | \$ 12.08     | 1849408-8                                        |

| Check Date | Check # | Name                      | Fund Name        | Amount        | Item Desc                                     |
|------------|---------|---------------------------|------------------|---------------|-----------------------------------------------|
| 05/20/2024 | 871226  | NorthWestern Energy       | Park Dist 1      | \$ 22.41      | 1904944-4                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Park Dist 1      | \$ 79.88      | 3241436-9                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Park Dist 1      | \$ -          | 4086220-3                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Park Dist 1      | \$ 36.93      | ELECTRICAL FOR OPTIMIST PARK LIGHT POLES      |
| 05/20/2024 | 871226  | NorthWestern Energy       | Parking          | \$ 131.05     | 3835890-9                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Parks Maint      | \$ 6.89       | 0881455-0                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Parks Maint      | \$ 45.75      | 1029192-0                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Parks Maint      | \$ 45.88      | 1265177-4                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Parks Maint      | \$ 45.20      | 1425364-5                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Parks Maint      | \$ 45.88      | 1948667-9                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Parks Maint      | \$ 4.77       | 2055817-7                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Parks Maint      | \$ 45.20      | 3707234-5                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Parks Maint      | \$ 45.20      | 3707235-2                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Parks Maint      | \$ 45.20      | 3707236-0                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Public Safety    | \$ 388.87     | 0720817-6                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Public Safety    | \$ 634.46     | 0871546-8                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Solid Waste      | \$ 1,899.45   | 3252194-0                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Street/Traffic   | \$ 45.60      | 1740357-7                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Street/Traffic   | \$ 45.88      | 1748896-6                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Transit          | \$ 418.70     | 0719225-5                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Wastewater       | \$ 83,499.66  | 0100591-7                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Wastewater       | \$ 508.77     | 822 Shiloh Crossing BLVD Lift..April 202      |
| 05/20/2024 | 871226  | NorthWestern Energy       | Water            | \$ 1,274.17   | 0100485-2                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Water            | \$ 4,975.53   | 0722264-9                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Water            | \$ 3,400.35   | 0723040-2                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Water            | \$ 12.42      | 0723059-2                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Water            | \$ 469.53     | 1116452-2                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Water            | \$ 146.47     | 1142253-2                                     |
| 05/20/2024 | 871226  | NorthWestern Energy       | Water            | \$ 773.70     | 4374 Hesper Rd, Temp Service..April 202       |
| 05/20/2024 | 871226  | NorthWestern Energy       | Water            | \$ 1,481.17   | 5809 Canyonwoods Dr, April 2024               |
| 05/20/2024 | 871228  | Peterson Office Furniture | Stillwater Const | \$ 624,931.97 | Perform the services of furniture procurement |
| 05/20/2024 | 871231  | Pow-R Moles Sales         | Street/Traffic   | \$ 42,103.36  | boring machine                                |
| 05/20/2024 | 871234  | Prof Sports Publications  | Airport          | \$ 19,500.00  | 2024 Los Angeles Dodgers Yearbook Ad          |

| Check Date | Check # | Name                     | Fund Name        | Amount          | Item Desc                                             |
|------------|---------|--------------------------|------------------|-----------------|-------------------------------------------------------|
| 05/20/2024 | 871238  | Rhomar Industries        | Street/Traffic   | \$ 3,013.75     | lubraseal used in the back of truck beds              |
| 05/20/2024 | 871241  | Riverside Contracting    | Arterial Streets | \$ 3,343,707.97 | Inner Belt Loop Northwest Billings Connector          |
| 05/20/2024 | 871241  | Riverside Contracting    | Gas Tax          | \$ 429,734.25   | WO 09-12 Inner Belt Loop NW Billings Connector        |
| 05/20/2024 | 871243  | Rocky Mtn Health Network | City Ins Fund    | \$ 8,000.00     | May 24 Healthy Is-Corporate Wellness                  |
| 05/20/2024 | 871243  | Rocky Mtn Health Network | City Ins Fund    | \$ 2,325.00     | Inv. 502116 May 2024 EAP                              |
| 05/20/2024 | 871243  | Rocky Mtn Health Network | City Ins Fund    | \$ 47,851.00    | Inv. 502117 April 2024 Bil 2.0 Event                  |
| 05/20/2024 | 871247  | Sanderson Stewart        | Arterial Streets | \$ -            | WO 20-13 King Ave W & 36th St W Traffic Signal Improv |
| 05/20/2024 | 871247  | Sanderson Stewart        | Gas Tax          | \$ 11,279.00    | WO 20-13 King Ave W & 36th St W Traffic Signal Improv |
| 05/20/2024 | 871247  | Sanderson Stewart        | St Maint Dist    | \$ 3,439.00     | WO 24-07 SRTS Projects; Consultant Agreement          |
| 05/20/2024 | 871247  | Sanderson Stewart        | Storm Sewer      | \$ 7,957.50     | WO 24-25 Rimrock & 62nd Storm Drain Extension         |
| 05/20/2024 | 871247  | Sanderson Stewart        | Tax Incrmnt E    | \$ -            | WO 23-09 5th Ace Corridor - Phase 1 Prelim Design     |
| 05/20/2024 | 871247  | Sanderson Stewart        | Tax Incrmnt N27  | \$ 3,989.00     | WO 23-09 5th Ace Corridor - Phase 1 Prelim Design     |
| 05/20/2024 | 871247  | Sanderson Stewart        | Tax Incrmnt S    | \$ 1,563.50     | WO 21-42 SBURA Streets improvements                   |
| 05/20/2024 | 871247  | Sanderson Stewart        | Tax Incrmnt S    | \$ 49,701.49    | WO 21-42 SBURA Streets improvements                   |
| 05/20/2024 | 871252  | Skewis                   | P.W. Admin       | \$ 2,780.11     | Tuition Reimbursement Spring 2024                     |
| 05/20/2024 | 871253  | Solid Waste Systems      | Fleet            | \$ 92.60        | 0169072-IN                                            |
| 05/20/2024 | 871253  | Solid Waste Systems      | Fleet            | \$ 321.90       | 0169072-IN                                            |
| 05/20/2024 | 871253  | Solid Waste Systems      | Fleet            | \$ 220.47       | 166717                                                |
| 05/20/2024 | 871253  | Solid Waste Systems      | Fleet            | \$ 19.00        | 166717                                                |
| 05/20/2024 | 871253  | Solid Waste Systems      | Fleet            | \$ 128.32       | 168276                                                |
| 05/20/2024 | 871253  | Solid Waste Systems      | Fleet            | \$ 826.43       | 168276                                                |
| 05/20/2024 | 871253  | Solid Waste Systems      | Fleet            | \$ 2,520.46     | 168276                                                |
| 05/20/2024 | 871253  | Solid Waste Systems      | Fleet            | \$ 1,746.30     | 168617                                                |
| 05/20/2024 | 871253  | Solid Waste Systems      | Fleet            | \$ 30.87        | 169072                                                |
| 05/20/2024 | 871253  | Solid Waste Systems      | Fleet            | \$ 274.65       | 169072                                                |
| 05/20/2024 | 871258  | Steiner Thuesen          | Park Dist 1      | \$ 1,549.00     | services for north improvements to coulson park       |
| 05/20/2024 | 871258  | Steiner Thuesen          | Park Dist 1      | \$ 3,550.72     | consult on improv to the south end of Coulson Park    |
| 05/20/2024 | 871258  | Steiner Thuesen          | Park Dist 1      | \$ 254.55       | Grandview Park Irrigation System Replacement          |
| 05/20/2024 | 871259  | Steves Install           | Park Dist 1      | \$ 36,930.00    | playground equipment for Highland Park                |
| 05/20/2024 | 871265  | Thomas Appraisal         | Water            | \$ 3,000.00     | PBD034...Patterson land Livestock Easem               |
| 05/20/2024 | 871266  | TMG Services             | Water            | \$ 10,357.64    | C1 2 Rebuild...WTP                                    |
| 05/20/2024 | 871266  | TMG Services             | Water            | \$ 331.90       | Ci 2 Rebuild - WTP                                    |
| 05/20/2024 | ACH     | Town & Country Supply    | Airport          | \$ 25,662.41    | Invoice #443573. QTA Car Rental Fuel                  |

| Check Date | Check # | Name                        | Fund Name      | Amount        | Item Desc                                    |
|------------|---------|-----------------------------|----------------|---------------|----------------------------------------------|
| 05/20/2024 | ACH     | Town & Country Supply       | Fleet          | \$ 12,666.53  | 443572                                       |
| 05/20/2024 | ACH     | Town & Country Supply       | Fleet          | \$ 7,116.14   | 443572                                       |
| 05/20/2024 | ACH     | Town & Country Supply       | Fleet          | \$ 8,570.77   | 443572                                       |
| 05/20/2024 | ACH     | Town & Country Supply       | Fleet          | \$ 6,487.36   | 443572                                       |
| 05/20/2024 | ACH     | Town & Country Supply       | Solid Waste    | \$ 21,177.80  | 440994                                       |
| 05/20/2024 | 871269  | Trinity Tactical Consulting | Public Safety  | \$ 9,150.00   | 9 SWAT and 4 negotiator training in Billings |
| 05/20/2024 | 871271  | TW Ridley                   | Wastewater     | \$ 194,881.59 | WO 23-24 Belknap Remodel                     |
| 05/20/2024 | 871271  | TW Ridley                   | Water          | \$ 51,803.97  | WO 23-24 Belknap Remodel                     |
| 05/20/2024 | 871272  | United Rentals              | Water          | \$ 3,360.00   | Spreaders for trench box PBD027              |
| 05/20/2024 | 871275  | Verizon Wireless            | Engineering    | \$ 27.32      | PW-Engineering                               |
| 05/20/2024 | 871275  | Verizon Wireless            | Fleet          | \$ 31.15      | Motor Pool                                   |
| 05/20/2024 | 871275  | Verizon Wireless            | General        | \$ 163.24     | City Administrator                           |
| 05/20/2024 | 871275  | Verizon Wireless            | General        | \$ 40.01      | Code Enforcement Laptop                      |
| 05/20/2024 | 871275  | Verizon Wireless            | General        | \$ 10.02      | Tina Hoeger                                  |
| 05/20/2024 | 871275  | Verizon Wireless            | General        | \$ 27.32      | Victoria Hill                                |
| 05/20/2024 | 871275  | Verizon Wireless            | PD Program     | \$ 509.71     | CCSIU Cel/PTT                                |
| 05/20/2024 | 871275  | Verizon Wireless            | PD Program     | \$ 80.02      | CCSIU RAVEN                                  |
| 05/20/2024 | 871275  | Verizon Wireless            | Phone System   | \$ 80.04      | WRF Cradle Point Belknap Cradle Point        |
| 05/20/2024 | 871275  | Verizon Wireless            | Public Safety  | \$ 40.01      | Bait Car                                     |
| 05/20/2024 | 871275  | Verizon Wireless            | Public Safety  | \$ 40.01      | Fire Drone Hotspot                           |
| 05/20/2024 | 871275  | Verizon Wireless            | Public Safety  | \$ 50.03      | Fire MDT                                     |
| 05/20/2024 | 871275  | Verizon Wireless            | Public Safety  | \$ 40.01      | Fire MDT                                     |
| 05/20/2024 | 871275  | Verizon Wireless            | Public Safety  | \$ 400.10     | MDT Toughbooks                               |
| 05/20/2024 | 871275  | Verizon Wireless            | Public Safety  | \$ 56.51      | Police Bait Car                              |
| 05/20/2024 | 871275  | Verizon Wireless            | Public Safety  | \$ 50.03      | Police iPad Chiefs                           |
| 05/20/2024 | 871275  | Verizon Wireless            | Public Safety  | \$ 40.02      | Police MiFi                                  |
| 05/20/2024 | 871275  | Verizon Wireless            | Solid Waste    | \$ 27.32      | PW-Solid Waste                               |
| 05/20/2024 | 871275  | Verizon Wireless            | Solid Waste    | \$ 93.96      | PW-SW-ON CALL Solid Waste On Call            |
| 05/20/2024 | 871275  | Verizon Wireless            | Solid Waste    | \$ 24.16      | PW-SW-ON CALL Solid Waste On Call            |
| 05/20/2024 | 871275  | Verizon Wireless            | Solid Waste    | \$ 267.80     | Solid Waste Tablets -Routware                |
| 05/20/2024 | 871275  | Verizon Wireless            | Street/Traffic | \$ 174.67     | PW-Streets                                   |
| 05/20/2024 | 871275  | Verizon Wireless            | Street/Traffic | \$ -          | PW-Streets City Works                        |
| 05/20/2024 | 871275  | Verizon Wireless            | Street/Traffic | \$ 242.16     | PW-STRT TRFC Streets                         |

| Check Date | Check # | Name                      | Fund Name   | Amount       | Item Desc                               |
|------------|---------|---------------------------|-------------|--------------|-----------------------------------------|
| 05/20/2024 | 871275  | Verizon Wireless          | Transit     | \$ 309.02    | MET AVL                                 |
| 05/20/2024 | 871275  | Verizon Wireless          | Transit     | \$ 970.43    | MET Max Transit                         |
| 05/20/2024 | 871275  | Verizon Wireless          | Transit     | \$ 1,120.28  | MET Max Transit                         |
| 05/20/2024 | 871275  | Verizon Wireless          | Transit     | \$ 120.27    | MET Transit                             |
| 05/20/2024 | 871275  | Verizon Wireless          | Wastewater  | \$ 480.12    | MET Tablets                             |
| 05/20/2024 | 871275  | Verizon Wireless          | Wastewater  | \$ 52.03     | MET Tablets                             |
| 05/20/2024 | 871275  | Verizon Wireless          | Water       | \$ -         | PW Belknap Meter Shop                   |
| 05/20/2024 | 871275  | Verizon Wireless          | Water       | \$ 27.32     | PWBLKNP Water Treatment                 |
| 05/20/2024 | 871275  | Verizon Wireless          | Water       | \$ 40.01     | PWBLNP Comm-Meter CityWorks/Neptune     |
| 05/20/2024 | 871275  | Verizon Wireless          | Water       | \$ 67.33     | PWBLNP Comm-Meter CityWorks/Neptune     |
| 05/20/2024 | 871281  | Western Municipal Const   | Solid Waste | \$ 46,102.41 | Retainage Release 2                     |
| 05/20/2024 | 871282  | Western States Automation | Wastewater  | \$ 3,115.09  | Headworks Rotork Actuator Valve         |
| 05/20/2024 | 871284  | Wilbur Ellis              | Park Dist 1 | \$ 24,559.00 | fertilizer for parks - invoice 16427856 |
| 05/20/2024 | 871284  | Wilbur Ellis              | Parks Maint | \$ 574.00    | fertilizer for parks - invoice 16427856 |
| 05/20/2024 | 871284  | Wilbur Ellis              | Parks Maint | \$ 451.00    | fertilizer for parks - invoice 16427856 |
| 05/20/2024 | 871284  | Wilbur Ellis              | Parks Maint | \$ 1,230.00  | fertilizer for parks - invoice 16427856 |
| 05/20/2024 | 871284  | Wilbur Ellis              | Parks Maint | \$ 820.00    | fertilizer for parks - invoice 16427856 |
| 05/20/2024 | 871284  | Wilbur Ellis              | Parks Maint | \$ 902.00    | fertilizer for parks - invoice 16427856 |
| 05/20/2024 | 871284  | Wilbur Ellis              | Parks Maint | \$ 656.00    | fertilizer for parks - invoice 16427856 |
| 05/20/2024 | 871284  | Wilbur Ellis              | Parks Maint | \$ 2,255.00  | fertilizer for parks - invoice 16427856 |
| 05/20/2024 | 871284  | Wilbur Ellis              | Parks Maint | \$ 1,353.00  | fertilizer for parks - invoice 16427856 |

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Payment of Claims for week of May 28th, 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 \$404,154.03 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**

CouncilMemowk05282024

| Check Date | Check # | Name                        | Fund Name          | Amount       | Item Desc                                         |
|------------|---------|-----------------------------|--------------------|--------------|---------------------------------------------------|
| 05/28/2024 | 871288  | AAA Striping                | Ballpark Donations | \$ 4,300.00  | striping at dehler park - 240183                  |
| 05/28/2024 | 871290  | Advanced Employment         | Planning           | \$ 491.40    | Temp Employee W/E 5/12/2024                       |
| 05/28/2024 | 871290  | Advanced Employment         | Public Safety      | \$ 105.00    | 1360094170, PD3 cleaning                          |
| 05/28/2024 | 871290  | Advanced Employment         | Solid Waste        | \$ 1,656.20  | Contract labor Landfill week ending 5/12/24       |
| 05/28/2024 | 871290  | Advanced Employment         | Solid Waste        | \$ 982.80    | Contract labor LF weeks ending 4/28 & 5/5         |
| 05/28/2024 | 871307  | B.I.R.D.                    | Tax Incrmnt E      | \$ 3,478.00  | Tree Program changed to Project Green Light       |
| 05/28/2024 | 871321  | Creative Monograms          | Solid Waste        | \$ 3,512.00  | Hi-Viz shirts in place of SW shirts. Collections. |
| 05/28/2024 | 871321  | Creative Monograms          | Solid Waste        | \$ 480.00    | Hi-Viz shirts in place of SW. Landfill.           |
| 05/28/2024 | 871324  | Dakota Supply Group         | Water              | \$ 11,295.00 | Watermain Pipe PBD027                             |
| 05/28/2024 | 871327  | Desert Mountain Corporation | Street/Traffic     | \$ 5,057.60  | ice slicer                                        |
| 05/28/2024 | 871327  | Desert Mountain Corporation | Street/Traffic     | \$ 4,902.53  | ice slicer                                        |
| 05/28/2024 | 871332  | Downtown Blngs Partnership  | Tax Incrmnt N27    | \$ 25,615.42 | Annual DBP Operating Agreement FY 2024            |
| 05/28/2024 | ACH     | Endress & Hauser            | Water              | \$ 994.53    | Sensor for Waldo Level XMTR                       |
| 05/28/2024 | ACH     | Endress & Hauser            | Water              | \$ 2,267.43  | ultrasonic level XMTR for Waldo Reservoi          |
| 05/28/2024 | 871346  | First Light Technologies    | Public Safety      | \$ 65,001.49 | Pole mounted LED fixtures for North Park          |
| 05/28/2024 | 871347  | Fisher Sand & Gravel        | Street/Traffic     | \$ 10,613.76 | asphalt for 6th & Terry                           |
| 05/28/2024 | 871347  | Fisher Sand & Gravel        | Street/Traffic     | \$ 6,689.92  | asphalt for 7th & terry                           |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 21.58     | \$.35 PER MOBILE PAYMENT APRIL 2024               |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 21.59     | \$.35 PER MOBILE PAYMENT APRIL 2024               |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 21.58     | \$.35 PER MOBILE PAYMENT APRIL 2024               |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 16.33     | \$49 PER 5000 CREDIT CARD TRANSACTION 4/24        |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 16.34     | \$49 PER 5000 CREDIT CARD TRANSACTION 4/24        |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 16.33     | \$49 PER 5000 CREDIT CARD TRANSACTION 4/24        |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 2,101.88  | EMPIRE 100CUST HID PROXCARD II CARD               |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 18.55     | EMPIRE MOBILE PAYMENT                             |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 110.00    | EMPIRE SERVICE TRIP CHARGE 30 MI OR LESS          |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 141.68    | ONSITE/ REMOTE SERVICE CALL                       |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 525.50    | PARK 1 100CUST HID PROXCARD II CARD               |
| 05/28/2024 | 871349  | FlashParking                | Parking            | \$ 1,576.41  | PARK 2 100CUST HID PROXCARD II CARD               |
| 05/28/2024 | ACH     | HDR                         | Engineering        | \$ 165.48    | WO 20-33 Public Works GIS Services                |
| 05/28/2024 | ACH     | HDR                         | Light Maint        | \$ 42.83     | WO 20-33 Public Works GIS Services                |
| 05/28/2024 | ACH     | HDR                         | P.W. Admin         | \$ 472.61    | WO 20-33 Public Works GIS Services                |
| 05/28/2024 | ACH     | HDR                         | Solid Waste        | \$ 192.74    | WO 20-33 Public Works GIS Services                |

| Check Date | Check # | Name           | Fund Name      | Amount      | Item Desc                          |
|------------|---------|----------------|----------------|-------------|------------------------------------|
| 05/28/2024 | ACH HDR |                | Storm Sewer    | \$ 526.63   | WO 20-33 Public Works GIS Services |
| 05/28/2024 | ACH HDR |                | Street/Traffic | \$ 648.80   | WO 20-33 Public Works GIS Services |
| 05/28/2024 | ACH HDR |                | Wastewater     | \$ 708.67   | WO 20-33 Public Works GIS Services |
| 05/28/2024 | ACH HDR |                | Water          | \$ 2,109.45 | WO 20-33 Public Works GIS Services |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 0.12     | 81806677                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 17.10    | 81806677                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 199.92   | 81806678                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 1.16     | 81806678                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 12.05    | 81806679                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 0.22     | 81806681                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 5.99     | 81806681                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 23.98    | 81806681                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 46.78    | 81806682                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 0.26     | 81806682                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 0.07     | 81806683                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 10.79    | 81806683                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 16.52    | 81806684                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 36.58    | 81806684                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 5.30     | 81806684                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 0.37     | 81806684                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 32.35    | 81806685                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 0.55     | 81806685                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 50.15    | 81806685                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 0.55     | 81806685                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 50.15    | 81806685                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 32.35    | 81806685                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 19.20    | 81806686                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 0.11     | 81806686                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 523.08   | 81847791                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 74.93    | 81847791                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 774.34   | 81847791                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 2.57     | 81847791                           |
| 05/28/2024 | 871365  | Ingram Library | Library        | \$ 23.37    | 81847791                           |

| Check Date | Check # | Name           | Fund Name | Amount      | Item Desc |
|------------|---------|----------------|-----------|-------------|-----------|
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 16.19    | 81847792  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 0.03     | 81847792  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 0.02     | 81847793  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 26.31    | 81847793  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 0.06     | 81847794  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 28.78    | 81847794  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 8.84     | 81847795  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 0.02     | 81847795  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 77.98    | 81847796  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 0.25     | 81847796  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 16.68    | 81847797  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 49.50    | 81865667  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 117.90   | 81865667  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 23.95    | 81865667  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 1,075.30 | 81865667  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 93.48    | 81865667  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 97.80    | 81865667  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 3.00     | 81865667  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 879.68   | 81865667  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 14.99    | 81865667  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 143.24   | 81865668  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 1.00     | 81865668  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 0.10     | 81865669  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 29.98    | 81865669  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 1.50     | 81865670  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 259.54   | 81865670  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 7.83     | 81865671  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 0.14     | 81865672  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 27.32    | 81865672  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 0.11     | 81865673  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 17.70    | 81865673  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 17.11    | 81865674  |
| 05/28/2024 | 871365  | Ingram Library | Library   | \$ 0.11     | 81865674  |

| Check Date | Check # | Name                    | Fund Name      | Amount       | Item Desc                                     |
|------------|---------|-------------------------|----------------|--------------|-----------------------------------------------|
| 05/28/2024 | 871366  | Insight Public Sector   | General        | \$ 2,554.88  | MS Durface Laptop 6 13", i7, REC              |
| 05/28/2024 | 871366  | Insight Public Sector   | General        | \$ 94.50     | MS Durface Laptop 6 13", i7 REC               |
| 05/28/2024 | 871387  | Midwest Tape            | Library        | \$ 11.24     | 505416037                                     |
| 05/28/2024 | 871387  | Midwest Tape            | Library        | \$ 59.22     | 505416038                                     |
| 05/28/2024 | 871387  | Midwest Tape            | Library        | \$ 14.98     | 505416039                                     |
| 05/28/2024 | 871387  | Midwest Tape            | Library        | \$ 51.73     | 505416039                                     |
| 05/28/2024 | 871387  | Midwest Tape            | Library        | \$ 52.48     | 505419331                                     |
| 05/28/2024 | 871387  | Midwest Tape            | Library        | \$ 39.71     | 505419331                                     |
| 05/28/2024 | 871387  | Midwest Tape            | Library        | \$ 41.98     | 505447404                                     |
| 05/28/2024 | 871387  | Midwest Tape            | Library        | \$ 22.49     | 505447406                                     |
| 05/28/2024 | 871387  | Midwest Tape            | Library        | \$ 40,000.00 | Hoopla credits, agreement attached to vendor  |
| 05/28/2024 | 871394  | MSDSonline, Inc         | Property Ins   | \$ 4,298.33  | MSDS Online sub period 4/24/24-4/23/25.       |
| 05/28/2024 | ACH     | NorMont Equipment       | Street/Traffic | \$ 2,633.00  | emulsion for road patcher                     |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Facilities     | \$ 146.56    | Backflow Preventer at Stillwater Building     |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Fleet          | \$ 3.59      | 7116320                                       |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Storm Sewer    | \$ 2,900.00  | WO 23-40 Ramada Drive Culvert Materials       |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Street/Traffic | \$ 308.28    | inv#4103486air valves for storm line on wicks |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Street/Traffic | \$ 2,501.41  | gasket/pvc for storm line @ copperridge       |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Street/Traffic | \$ 13.68     | freight charges on airvalves                  |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 207.86    | cold weather cement, Clear Primer, Gray       |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 2.44      | Exhaust pipe elbow for heater in D & C S      |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 41.28     | Gate actuators at Headworks rock box          |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 1,087.96  | Gateway replacement installation Materia      |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 365.38    | pvc dement, clear primer, couplings           |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 138.52    | sewer solvent weld WYE, PCV solid S & D       |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 14.40     | WWTP Gas Line/Hex Bushing                     |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 22.30     | -1/2 X CLOSE BRASS NIPPLE -                   |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 49.08     | 1/2" BALL VALVE T-585 THREADED P/N: 1196720   |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 47.92     | 1/2" BALL VALVE T-585 THREADED P/N: 1196845   |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 8,698.10  | 1-1/2" MACH10 METER EU2A1F1 OR                |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 276.22    | 1-1/2" TD METER FLANGES P/N: 2038240          |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 28.98     | 1-1/2" TD T-10 STRAINERS N - 0-9084-001       |
| 05/28/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 48.40     | 2" MAIN CASE GASKET - T-10 (9083-002)         |

| Check Date | Check # | Name                          | Fund Name          | Amount       | Item Desc                                    |
|------------|---------|-------------------------------|--------------------|--------------|----------------------------------------------|
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 13.47     | 2" T-10 STRAINER - 9084-002                  |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 417.40    | 2" TD METER FLANGES OVAL CI P/N: 2038244     |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 444.40    | 27" POLYWRAP .008 MIL - PIPE WRAP (1891692)  |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 15,283.20 | 3/4" E-CODER WALL CU/FT METER W/RECPT        |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 15,283.20 | 3/4" E-CODER WALL CU/FT METER W/RECPT        |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 40.60     | 3/4" X 2" BRASS THREADED NIPPLES             |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 48.45     | 3/4" X CLOSE BRASS NIPPLE P/N: 0430684       |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 787.96    | 3196772 K-8128 SEAT RING P/N: 2131279        |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 1,774.80  | 5/8" E-CODER WALL CU.FT. - METER W/RECPT     |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 4,492.00  | 5/8" PIT REGISTER HEAD E-CODER               |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 2.28      | 5/8" T-10 BOTTOM CAP GASKET                  |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 1,957.46  | 6 " MJ GATE VALVE P/N: 333-115-00020         |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 502.58    | 8" BELL JOINT CLAMP 9.05-9. 30 # SMITH BLAIR |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 54.50     | BRASS BUSHING 1 X 3/4 P/N: 111-275-01550     |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 1,055.88  | DRAIN VALVE K1130 - K-11 HYDRANT (K1130)     |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 2.44      | Exhaust pipe elbow for heater in D & C S     |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 624.58    | K81 UPPER STEM WITH FERRULE - K81 HYDRANT    |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 159.22    | Levens Meter Install                         |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 102.10    | POLY WRAP WATER MAIN TAPE 2" X 100' #900     |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 13,241.00 | R-900 ENHANCED WALL RR - MIU 13341-200       |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 299.65    | sensor for meter testing bench               |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 239.05    | valve for high service pipe repair           |
| 05/28/2024 | ACH     | Northwest Pipe Fittings       | Water              | \$ 263.00    | Volker Meter Install                         |
| 05/28/2024 | 871409  | Priority Dispatch             | EOC 911            | \$ 24,700.00 | (12 MONTH) QUALITY PERFORMANCE REVIEW        |
| 05/28/2024 | 871409  | Priority Dispatch             | Public Safety      | \$ 655.00    | SIN367569: TRAINING                          |
| 05/28/2024 | 871416  | Routeware                     | Solid Waste        | \$ 5,224.00  | Camera Controller (Camera Not Included)      |
| 05/28/2024 | 871420  | Schoening                     | Public Safety      | \$ 3,049.00  | TUITION: FY2024 - SPR 2024 - FAITH REASON    |
| 05/28/2024 | 871423  | Signature Painters & Staining | Ballpark Donations | \$ 3,300.00  | dehler park painting - 5.22.24               |
| 05/28/2024 | 871426  | Solid Waste Systems           | Fleet              | \$ 225.20    | 168633                                       |
| 05/28/2024 | 871426  | Solid Waste Systems           | Fleet              | \$ 16.73     | 168633                                       |
| 05/28/2024 | 871426  | Solid Waste Systems           | Fleet              | \$ 18.73     | 168714                                       |
| 05/28/2024 | 871426  | Solid Waste Systems           | Fleet              | \$ 401.94    | 168714                                       |
| 05/28/2024 | 871426  | Solid Waste Systems           | Fleet              | \$ 4,189.37  | 168715                                       |

| Check Date | Check # | Name                    | Fund Name      | Amount       | Item Desc                                      |
|------------|---------|-------------------------|----------------|--------------|------------------------------------------------|
| 05/28/2024 | 871426  | Solid Waste Systems     | Fleet          | \$ 57.80     | 168715                                         |
| 05/28/2024 | 871426  | Solid Waste Systems     | Fleet          | \$ 257.57    | 168790                                         |
| 05/28/2024 | 871426  | Solid Waste Systems     | Fleet          | \$ 3,870.78  | 168790                                         |
| 05/28/2024 | 871426  | Solid Waste Systems     | Fleet          | \$ 150.34    | 169017                                         |
| 05/28/2024 | 871426  | Solid Waste Systems     | Fleet          | \$ 39.06     | 169017                                         |
| 05/28/2024 | 871430  | Summit Utility Services | Phone System   | \$ 2,548.07  | May 4, 2024 -May 10, 2024 Locates              |
| 05/28/2024 | ACH     | Town & Country Supply   | Fleet          | \$ 12,195.06 | 443587                                         |
| 05/28/2024 | ACH     | Town & Country Supply   | Fleet          | \$ 5,277.63  | 443587                                         |
| 05/28/2024 | ACH     | Town & Country Supply   | Fleet          | \$ 5,952.60  | 443587                                         |
| 05/28/2024 | ACH     | Town & Country Supply   | Fleet          | \$ 6,783.48  | 443587                                         |
| 05/28/2024 | ACH     | Tractor & Equipment     | Fleet          | \$ 4,182.35  | BLW00234773                                    |
| 05/28/2024 | ACH     | Tractor & Equipment     | Solid Waste    | \$ 1,823.64  | Cartridge ASs, Elements, Filters for unit 0261 |
| 05/28/2024 | ACH     | Tractor & Equipment     | Solid Waste    | \$ 911.81    | Coolant for Landfill unit 0262.                |
| 05/28/2024 | ACH     | Tractor & Equipment     | Solid Waste    | \$ 293.24    | Wire - AS for Landfill unit 0201.              |
| 05/28/2024 | 871438  | TrueNorth Steel         | Street/Traffic | \$ 4,146.78  | geogrid for paving job at 5th & terry          |
| 05/28/2024 | 871449  | YVAS                    | Public Safety  | \$ 834.00    | boarding cost #113537                          |
| 05/28/2024 | 871449  | YVAS                    | Public Safety  | \$ 27,288.32 | city contract 5-2024                           |

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Public Hearing regarding Low-Income Multifamily Housing Project - Aurora Apartments,  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

There is no action request on this matter. It is simply a statutory requirement that a public hearing to gather public input must be accomplished.

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

The Aurora Apartments is a 156-unit affordable housing community that will be built for low-income families located in Billings, Montana. The units at the community will be subject to Land Use Restriction Agreement that will restrict the property to 60% AMI or less to preserve the community's affordability. The parties plan to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Mont. Code Ann. ~~Æ~~5-6-221. Under the application requirements, a unit of local government where the project is located must give notice and hold a public hearing to solicit comment on whether the proposed project meets a community housing need. Aurora Billings Holdings, LLC, in partnership with WCH Affordable LII, LLC., a nonprofit corporation specializing in the preservation and development of affordable housing, are requesting this agenda item solely in order to comply with the public hearing requirements under Mont. Code Ann. ~~Æ~~5-6-221.

**ALTERNATIVES**

N/A

**FISCAL EFFECTS**

This public opportunity to comment has no fiscal consequences to the City. The Montana Department of Revenue may grant a property tax exemption, but the project will pay all city fees and assessments.

**SUMMARY**

The Aurora Apartments will be a 156-unit low-income multifamily rental housing complex generally located north of Grand Avenue, west of Zimmerman Trail and south of Colton Blvd., which will be owned by Aurora Billings Holdings, LLC, with WCH Affordable LII, LLC. The community will be subject to a Montana Board of Housing deed restriction that requires the units to be rent restricted and income-restricted to ensure that the community continues to provide affordable homes to residents in the Billings community. In addition to the 156-units available to income-qualifying residents at the property, the community will provide residents with various amenities, such as in-unit laundry facilities, a playground, covered parking, BBQ areas, open space and onsite management. The project will be new construction and will adhere to all zoning and building codes as adopted by the City of Billings. This community plans on applying for a real estate property tax exemption and is required to hold a public hearing to solicit public comment on the project in relation to community housing needs.

Notice of the Public Hearing was posted in the Yellowstone County News on June 4, 2024 and June 21, 2024.

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**Attachments**

Legal Ad  
Presentation

# NOTICE OF PUBLIC HEARING

Aurora Billings Holdings, LLC, in partnership with WCH Affordable LII, LLC, a nonprofit corporation specializing in the preservation and development of affordable housing, hereby notifies all interested persons of Billings, Montana, that we are soliciting public comment on community housing needs in relation to the following low-income multifamily rental housing project to be built at the following address in Billings, Montana:

**Project Name**

Aurora Apartments

**Address**

North of grand Avenue,  
West of Zimmerman Trail  
and South of Colton Blvd.

**Number of units**

156

The Aurora Apartments will be deed restricted to 60% or less AMI, and the owner intends to apply to the Montana Department of Revenue for a determination that the above project is exempt from property taxation pursuant to 15-6-221, MCA. Under the application requirements, a unit of local government where the project is located must give notice and hold a public hearing to solicit comment on whether the proposed project meets a community housing need. As such, there will be a Public Meeting of the City Council of the City of Billings, Montana, on June 24, 2024, at 5:30 PM at the Council Chambers, second floor of City Hall, 220 N. 27th Street, Billings, MT. Members of the public are invited to attend and provide comment. Attendance information and other meeting information will be available at: <https://www.billingsmt.gov/107/City-Council>.

Comments may be sent to the developer at [connor.marshall@netwasatch.com](mailto:connor.marshall@netwasatch.com). The Public may view meetings on the Community 7 TV - Channel 7 or Channel 507 - Spectrum Cable, and Channel 7 or Channel 978 - TDS Fiber. On evenings when there is a conflict with School District No. 2 Board meetings, the City Council meeting will be broadcast on Spectrum Cable, Channel 8. The Public may also view online at [www.comm7tv.com](http://www.comm7tv.com) and click on the "Watch Live" icon or at the City's website at [www.billingsmt.gov](http://www.billingsmt.gov).

You are also encouraged to submit comments regarding the need for affordable multi-family rental housing in your area to the Montana Board of Housing, PO Box 200528, Helena, MT 59620-0528 or FAX (406) 841-2841.

6/7, 6/21 2024  
MNAXLP



K A M A K A

RESPONSIBLE DEVELOPMENT  
A WASATCH COMPANY

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# AURORA APARTMENTS

BILLINGS, MONTANA

# Property Info

NAME: **Aurora Apartments** ADDRESS: **3605 Grand Ave  
Billings, MT 59102**

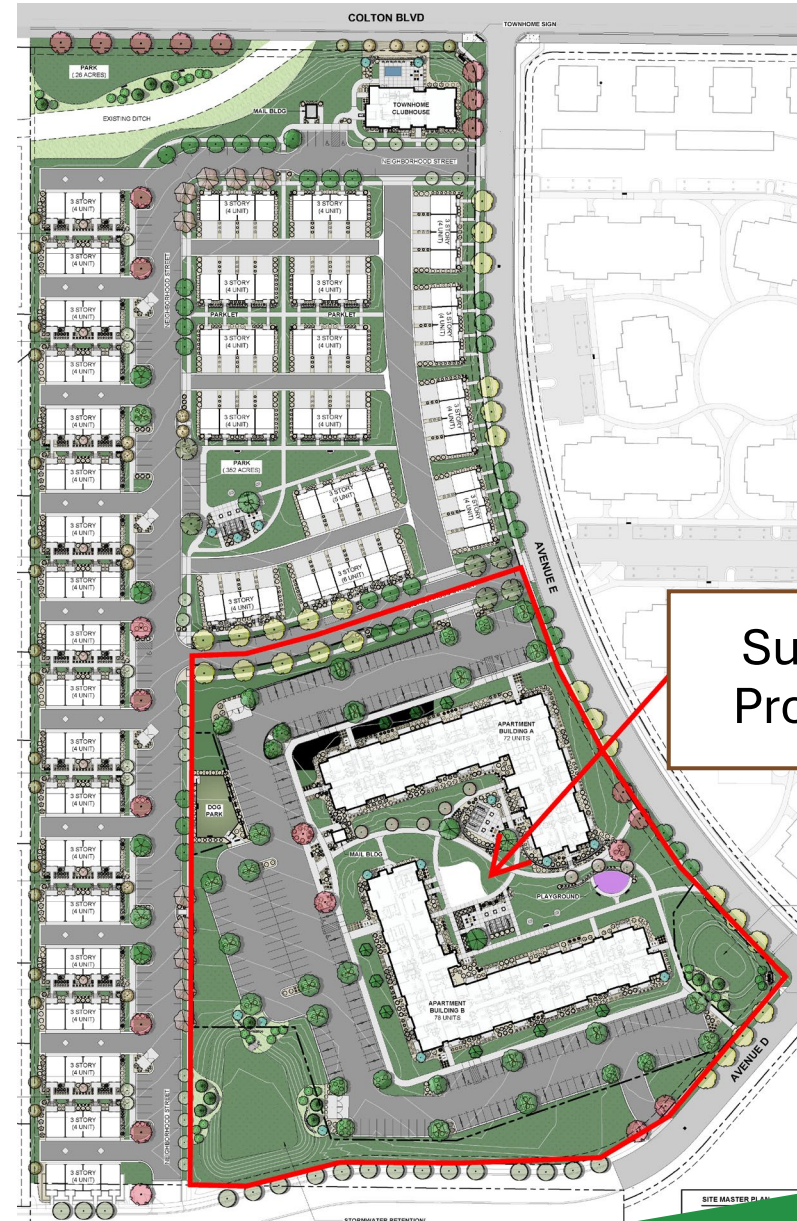
RENT RESTRICTION:  
**The Community will be deed restricted to  
60% AMI or less.**

## DEMAND SUMMARY\*

### Primary Market Area

| Unit Type                         | Households    | Income Eligible | Income Qualified |
|-----------------------------------|---------------|-----------------|------------------|
| Households                        | 51,440        |                 |                  |
| Renter Households                 | 19,599        |                 |                  |
| Income-Eligible Renters           | 11,544        | 11,544          |                  |
| Income-Qualified Renters          | 5,341         |                 | 5,341            |
| Frictional Vacancy                | 5%            | 577             | 267              |
| <b>Eligible/Qualified Renters</b> | <b>19,599</b> | <b>12,121</b>   | <b>5,608</b>     |
| <b>Mobility Rate</b>              | <b>35%</b>    | <b>35%</b>      | <b>35%</b>       |
| <b>Tenure-Eligible Renters</b>    | <b>6,860</b>  | <b>4,242</b>    | <b>1,963</b>     |

\*Source: ESRI/Compiled by CBRE/Affordable Market Study by CBRE dated 1.24.24.



**Subject Property**

# Property Info (cont.)

## UNIT MIX:

1 – Bed/1 – Bath (50)

2 – Bed/2 – Bath (72)

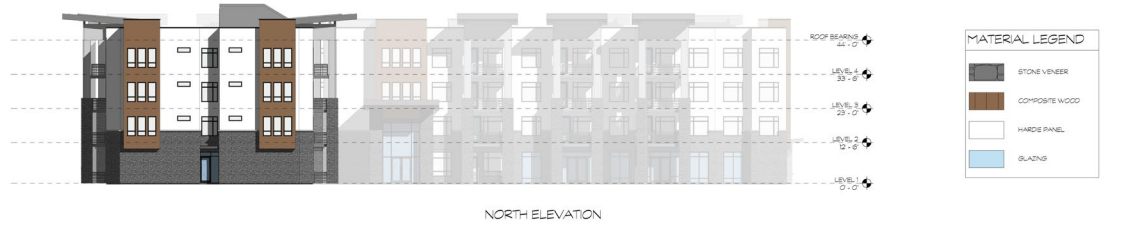
3 – Bed/2 – Bath (34)

## AMENITIES:

- Playground
- Covered parking
- In-unit washer & dryer
- Clubhouse
- Dog park access
- BBQ areas



# Property Info (cont.)



NORTH ELEVATION



EAST ELEVATION





K A M A K A

RESPONSIBLE DEVELOPMENT  
A WASATCH COMPANY

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**THANK YOU**

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Ridgeline Subdivision Annexation Boundary Adjustment  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** PZX-21-00081

**RECOMMENDATION**

Staff recommends the City Council hold a public hearing on the amendment to the annexation. Upon completion of the hearing, staff recommends the City approve the Amended Annexation Resolution to amend the annexed boundary, as provided for in the original Development Agreement, Doc #3989874 and annex territory into the City.

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

On August 23, 2021, the City of Billings Passed Annexation Resolution 21-10986, annexation a portion of land more particularly described as Phase 1: Tracts 2-G-1 and 2-H-1 of Certificate of Survey 983, Amended Tracts 2G and 2H of Plat Amending Tract 2-F, recorded November 24, 2020, under Document No. 3948933; Tract 2-C of Certificate of Survey 983, Tract 2 Amended, recorded February 15, 1979, under Document No. 1119356; Including all adjacent right of way; and Phase 2, (Pursuant to conditions being met with the Development Agreement): Tract 14 of Certificate of Survey 983, Amending Tracts 2B and 13, recorded May 31, 1983, under Document No. 1266982; Including all adjacent right of way;  
 Said phases contain 66.925 gross and 63.711 net acres, more or less.

At the same Council Session, a development agreement regarding the aforementioned annexation was approved by the City Council. Section 10 of the Development Agreement noted the annexation is subject to the following conditions of approval:

1. Phase 1 shall be considered annexed effective immediately upon approval of the mutually agreed upon Development Agreement.
2. Phase 2 annexation will require a written request from the developer to the Planning Division. The request shall refer to the document number of this filed resolution and expressly state the landowners desire to immediately include the property within city limits to be developed in accordance with the Planned Neighborhood Development. If deemed necessary, the City may bring forward a subsequent Resolution of Annexation for the City Council's review specifically related to Phase 2. Since both phases were included in the original petition, no new annexation petition fees will be collected by the Planning Division. Further, in no circumstance shall development of any kind commence prior to the City accepting the written request and notification to the Department of Revenue (DOR), City of Billings Geographic Information Services (GIS) and the Yellowstone County Clerk and Recorder. If the Phase 2 written request has not been submitted within seven years of the date of this Resolution, the property will automatically be included in the City Limits. The City will initiate this through notification to the DOR.
3. **Upon the approval of a subdivision associated with this Annexation and Planned Neighborhood Development, the Annexation Resolution may be amended by City Council to reflect any new phasing boundaries to be consistent with the required Subdivision Improvement Agreement and plat.**
4. If the conditions are not satisfied, or the developer requests changes inconsistent with the approval in the Resolution of Annexation, any new requests for the property legally described within this resolution shall be processed as a new petition of annexation.

On June 12, 2023, City Council approved the Final Plat of Ridgeline Subdivision. The phasing lines as shown on the Final Plat do not match the phasing boundaries as initially shown on the annexation resolution. This has led to a legal lot partially within the City and partially within the County.

**STAKEHOLDERS**

The City Council must hold a public hearing to amend the resolution.

**ALTERNATIVES**

The City Council may

- Approve the Amended Resolution
- Deny the Amended Resolution

Denial of the petition will mean the lots in question will remain as they are. On June 24, 2024, the City Council is scheduled to take action on the petition.

#### **FISCAL EFFECTS**

This amended annexation will have no financial impact on the Planning Division.

#### **SUMMARY**

Original Development Agreement, Subdivision Plat, Annexation Resolution, and Amended Resolution are attached.

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#### **Attachments**

Subdivision Map  
Annexation Agreement  
Annexation Resolution 21-10986  
Amended Resolution  
Area of Concern



**LEGEND**

- FOUND PROPERTY CORNER, AS DESCRIBED
- SET PROPERTY CORNER, 5/8" REBAR W/ PEC CAP
- FOUND SECTION CORNER, AS DESCRIBED
- FOUND QUARTER CORNER, AS DESCRIBED
- CALCULATED CORNER, NOT FOUND/NOT SET

- SURVEY BOUNDARY
- EASEMENT LINE
- PARKLAND BOUNDARY
- PROPERTY LINE
- 1" NO ACCESS STRIP
- RECORD DISTANCE

(R XXX.XXX)

PLAT OF  
**RIDGELINE SUBDIVISION**

BEING TRACT 14 OF CERTIFICATE OF SURVEY NO. 983 AMENDING TRACTS 2B & 13, TRACT 2-C OF CERTIFICATE OF SURVEY NO. 983, TRACT 2 AMENDED AND TRACTS 2-G-1 AND 2-H-1 OF AMENDED TRACTS 2G AND 2H OF PLAT AMENDING TRACT 2-F OF CERTIFICATE OF SURVEY NO. 983, LOCATED IN THE SW 1/4 OF SECTION 10, TOWNSHIP 01 SOUTH, RANGE 25 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

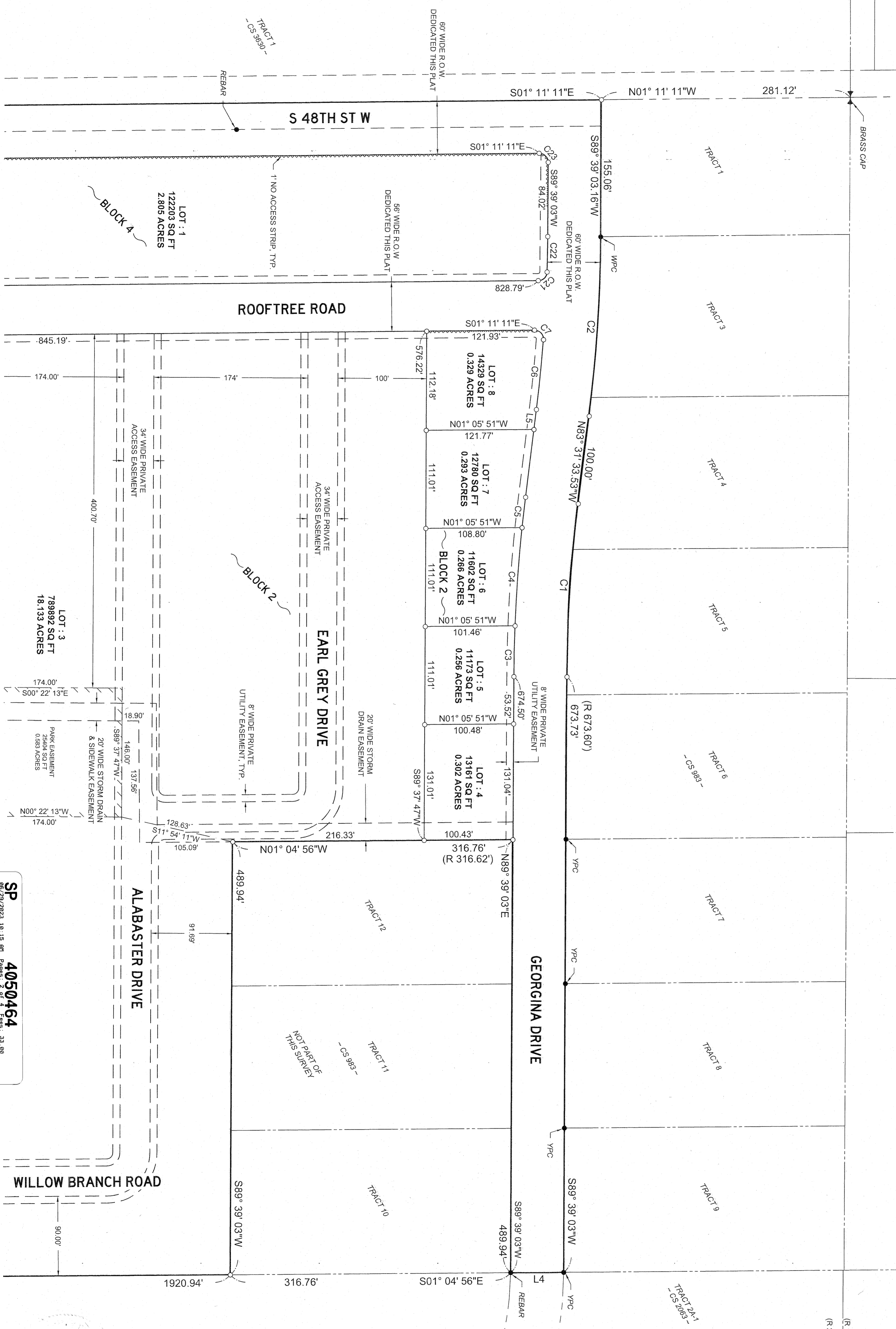
PREPARED FOR : TKJ DEVELOPMENTS, LLC



PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION : ± 65.329 ACRES

MARCH 2023



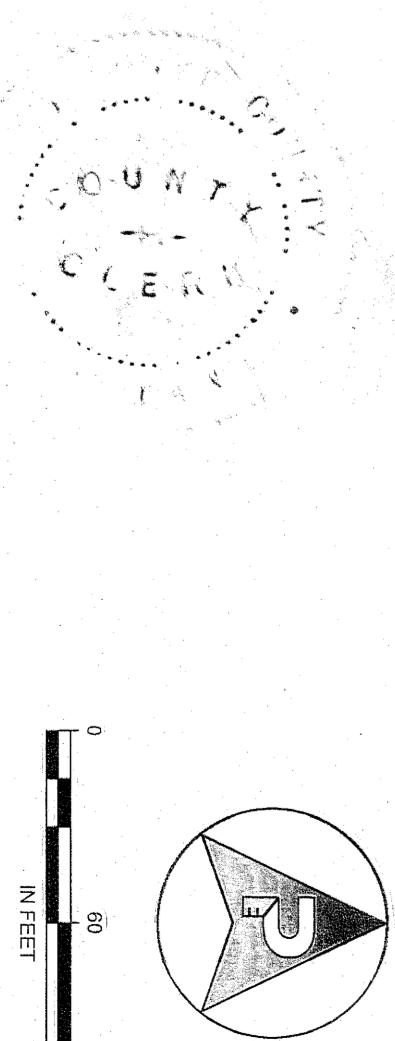
**Curve Table**

| Curve # | Length  | Radius   | Delta       | Chord Direction | Chord Length |
|---------|---------|----------|-------------|-----------------|--------------|
| C1      | 196.37' | 1648.65' | 6° 49' 13"  | N86° 56' 20"W   | 198.25'      |
| C2      | 203.50' | 1709.65' | 6° 49' 12"  | N86° 56' 21"W   | 203.38'      |
| C3      | 57.51'  | 1709.59' | 1° 55' 39"  | N89° 25' 04"W   | 57.51'       |
| C4      | 111.35' | 1709.59' | 3° 43' 55"  | N86° 35' 16"W   | 111.34'      |
| C5      | 34.63'  | 1709.59' | 1° 09' 38"  | N84° 08' 29"W   | 34.62'       |
| C6      | 79.50'  | 1648.62' | 2° 45' 40"  | N84° 54' 35"W   | 79.48'       |
| C7      | 16.58'  | 10.00'   | 94° 53' 48" | S46° 15' 42"W   | 14.73'       |
| C8      | 15.57'  | 10.00'   | 89° 10' 57" | S45° 48' 40"E   | 14.04'       |
| C9      | 71.55'  | 298.20'  | 13° 42' 03" | S8° 03' 11"E    | 71.38'       |
| C10     | 71.55'  | 298.20'  | 13° 42' 04" | S8° 03' 11"E    | 71.38'       |
| C11     | 54.81'  | 228.20'  | 13° 42' 04" | S8° 03' 11"E    | 54.66'       |
| C12     | 88.23'  | 389.20'  | 13° 42' 03" | S8° 03' 11"E    | 88.07'       |
| C13     | 15.58'  | 10.00'   | 89° 09' 59" | S45° 47' 09"E   | 14.04'       |
| C14     | 15.85'  | 10.00'   | 90° 49' 03" | N44° 13' 20"E   | 14.24'       |
| C15     | 15.57'  | 10.00'   | 89° 10' 57" | S45° 48' 40"E   | 14.04'       |
| C16     | 15.85'  | 10.00'   | 90° 49' 03" | N44° 13' 20"E   | 14.24'       |
| C17     | 15.57'  | 10.00'   | 89° 11' 02" | N45° 46' 42"W   | 14.04'       |
| C18     | 15.85'  | 10.00'   | 90° 48' 58" | S44° 13' 18"W   | 14.24'       |
| C19     | 15.57'  | 10.00'   | 89° 11' 02" | N45° 46' 42"W   | 14.04'       |
| C20     | 15.85'  | 10.00'   | 90° 48' 58" | S44° 13' 18"W   | 14.24'       |
| C21     | 15.32'  | 10.00'   | 87° 45' 54" | S45° 04' 08"E   | 13.88'       |
| C22     | 40.24'  | 1648.64' | 1° 23' 52"  | S89° 39' 01"E   | 40.24'       |
| C23     | 15.85'  | 10.00'   | 90° 50' 14" | N44° 13' 56"E   | 14.25'       |
| C24     | 23.37'  | 15.00'   | 89° 15' 29" | S45° 47' 08"E   | 21.06'       |
| C25     | 51.52'  | 48.00'   | 60° 14' 28" | N52° 23' 37"E   | 49.18'       |

**Parcel Line Table**

| Line # | Length | Direction     |
|--------|--------|---------------|
| L1     | 30.00' | S89° 37' 31"W |
| L2     | 50.21' | S01° 11' 11"E |
| L3     | 71.50' | S45° 46' 21"E |
| L4     | 58.88' | N01° 04' 56"W |
| L5     | 22.70' | N83° 31' 34"W |
| L6     | 88.25' | S01° 12' 09"E |
| L7     | 70.00' | N89° 37' 52"E |
| L8     | 67.24' | S01° 12' 09"E |
| L9     | 60.00' | N88° 48' 48"E |
| L10    | 35.95' | S01° 05' 08"E |
| L11    | 83.52' | N01° 12' 09"W |

SP 4050464  
06/29/2023 10:15 AM  
Page: 2 of 4  
Scale: 1" = 100'  
Date: 03/08/2023



**LEGEND**

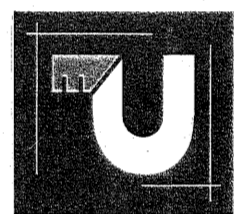
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- FOUND SECTION CORNER, AS DESCRIBED
- FOUND QUARTER CORNER, AS DESCRIBED
- CALCULATED CORNER, NOT FOUND/NOT SET

- SURVEY BOUNDARY
- EASEMENT LINE
- PARKLAND BOUNDARY
- PROPERTY LINE
- 1" NO ACCESS STRIP
- (R XXX.XXX) RECORD DISTANCE

**PLAT OF  
RIDGELINE SUBDIVISION**

BEING TRACT 14 OF CERTIFICATE OF SURVEY NO. 983 AMENDING TRACTS 2B & 13, TRACT 2-C OF CERTIFICATE OF SURVEY NO. 983, TRACT 2 AMENDED AND TRACTS 2-G-1 AND 2-H-1 OF AMENDED TRACTS 2G AND 2H OF PLAT AMENDING TRACT 2-F OF CERTIFICATE OF SURVEY NO. 983, LOCATED IN THE SW 1/4 OF SECTION 10, TOWNSHIP 01 SOUTH, RANGE 25 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

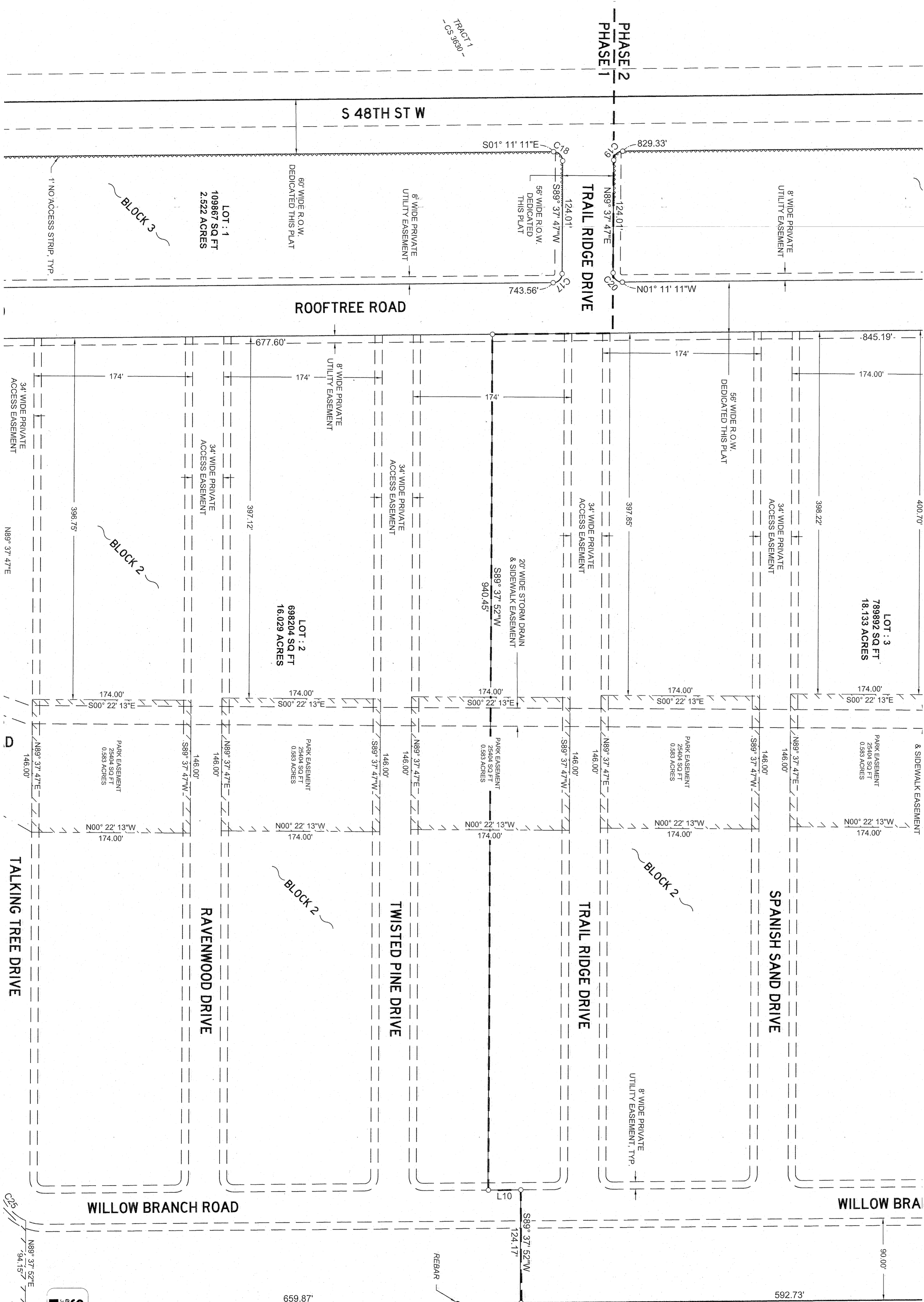
PREPARED FOR: TKJ DEVELOPMENTS, LLC



PREPARED BY: PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION: ± 65,329 ACRES

MARCH 2023



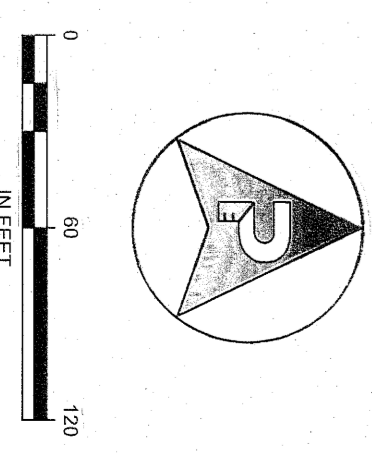
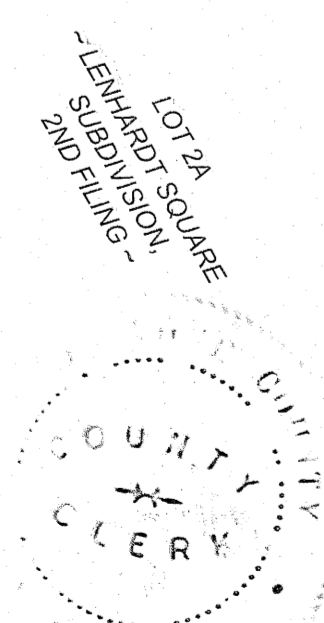
**Curve Table**

| Curve # | Length | Radius  | Delta       | Chord Direction | Chord Length |
|---------|--------|---------|-------------|-----------------|--------------|
| C1      | 186.37 | 1649.65 | 6° 49' 13"  | N86° 56' 20"W   | 196.25       |
| C2      | 203.50 | 1709.65 | 6° 48' 12"  | N86° 56' 21"W   | 203.38       |
| C3      | 57.51  | 1709.59 | 1° 55' 39"  | N89° 25' 04"W   | 57.51        |
| C4      | 111.34 | 1709.59 | 3° 43' 56"  | N86° 35' 15"W   | 111.34       |
| C5      | 34.63  | 1709.59 | 1° 09' 38"  | N84° 08' 29"W   | 34.62        |
| C6      | 79.50  | 1649.62 | 2° 45' 40"  | N84° 54' 35"W   | 79.49        |
| C7      | 16.56  | 10.00   | 94° 53' 48" | S46° 15' 42"W   | 14.73        |
| C8      | 15.57  | 10.00   | 89° 10' 57" | S45° 46' 40"E   | 14.04        |
| C9      | 71.55  | 299.20  | 13° 42' 03" | S8° 03' 11"E    | 71.38        |
| C10     | 71.55  | 299.20  | 13° 42' 04" | S8° 03' 11"E    | 71.38        |
| C11     | 54.81  | 229.20  | 13° 42' 04" | S8° 03' 11"E    | 54.68        |
| C12     | 88.29  | 359.20  | 13° 42' 03" | S8° 03' 11"E    | 88.07        |
| C13     | 15.56  | 10.00   | 89° 09' 59" | S45° 47' 09"E   | 14.04        |
| C14     | 15.85  | 10.00   | 90° 49' 03" | N44° 13' 20"E   | 14.24        |
| C15     | 15.57  | 10.00   | 89° 10' 57" | S45° 46' 40"E   | 14.04        |
| C16     | 15.57  | 10.00   | 89° 11' 02" | N45° 46' 42"W   | 14.04        |
| C17     | 15.57  | 10.00   | 89° 11' 02" | N45° 46' 42"W   | 14.04        |
| C18     | 15.85  | 10.00   | 90° 48' 58" | S44° 13' 18"W   | 14.24        |
| C19     | 15.57  | 10.00   | 89° 11' 02" | N45° 46' 42"W   | 14.04        |
| C20     | 15.85  | 10.00   | 90° 48' 58" | S44° 13' 18"W   | 14.24        |
| C21     | 15.32  | 10.00   | 87° 45' 54" | S45° 04' 08"E   | 13.89        |
| C22     | 40.24  | 1649.64 | 1° 23' 52"  | S89° 39' 01"E   | 40.24        |
| C23     | 15.85  | 10.00   | 90° 50' 14" | N44° 13' 59"E   | 14.25        |
| C24     | 23.37  | 15.00   | 89° 15' 29" | S45° 47' 08"E   | 21.08        |
| C25     | 51.52  | 49.00   | 60° 14' 28" | N52° 23' 37"E   | 49.18        |

**Parcel Line Table**

| Line # | Length | Direction     |
|--------|--------|---------------|
| L1     | 30.00  | S89° 37' 31"W |
| L2     | 50.21  | S01° 11' 11"E |
| L3     | 71.50  | S45° 48' 21"E |
| L4     | 59.89  | N01° 04' 56"W |
| L5     | 22.70  | N83° 31' 34"W |
| L6     | 89.28  | S01° 12' 09"E |
| L7     | 70.00  | N89° 37' 52"E |
| L8     | 67.24  | S01° 12' 09"E |
| L9     | 60.00  | N88° 48' 48"E |
| L10    | 35.99  | S01° 05' 08"E |
| L11    | 63.52  | N01° 12' 09"W |

SP 4050464  
 5/15/2023 3:42:56 PM  
 PERFORMANCE ENGINEERING, LLC  
 1111 14th Street, Billings, MT 59102  
 TEL: 360.444.4444 FAX: 360.444.4444  
 WWW.PERFORMANCEENGINEERING.COM



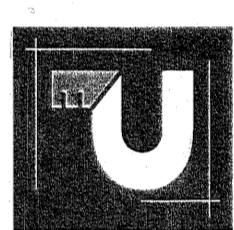
**LEGEND**

- FOUND PROPERTY CORNER, AS DESCRIBED
- SET PROPERTY CORNER, S&B REBAR W/ PEC CAP
- ⊕ FOUND SECTION CORNER, AS DESCRIBED
- ⊖ FOUND QUARTER CORNER, AS DESCRIBED
- ⊙ CALCULATED CORNER, NOT FOUND/NOT SET
- SURVEY BOUNDARY
- - - EASEMENT LINE
- - - PARKLAND BOUNDARY
- - - PROPERTY LINE
- - - 1' NO ACCESS STRIP
- (R XXX.XXX) RECORD DISTANCE

BEING TRACT 14 OF CERTIFICATE OF SURVEY NO. 983 AMENDING TRACTS 2B & 13, TRACT 2-C OF CERTIFICATE OF SURVEY NO. 983, TRACT 2 AMENDED AND TRACTS 2-G-1 AND 2-H-1 OF AMENDED TRACTS 2G AND 2H OF PLAT AMENDING TRACT 2-F OF CERTIFICATE OF SURVEY NO. 983, LOCATED IN THE SW 1/4 OF SECTION 10, TOWNSHIP 01 SOUTH, RANGE 25 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PLAT OF  
**RIDGELINE SUBDIVISION**

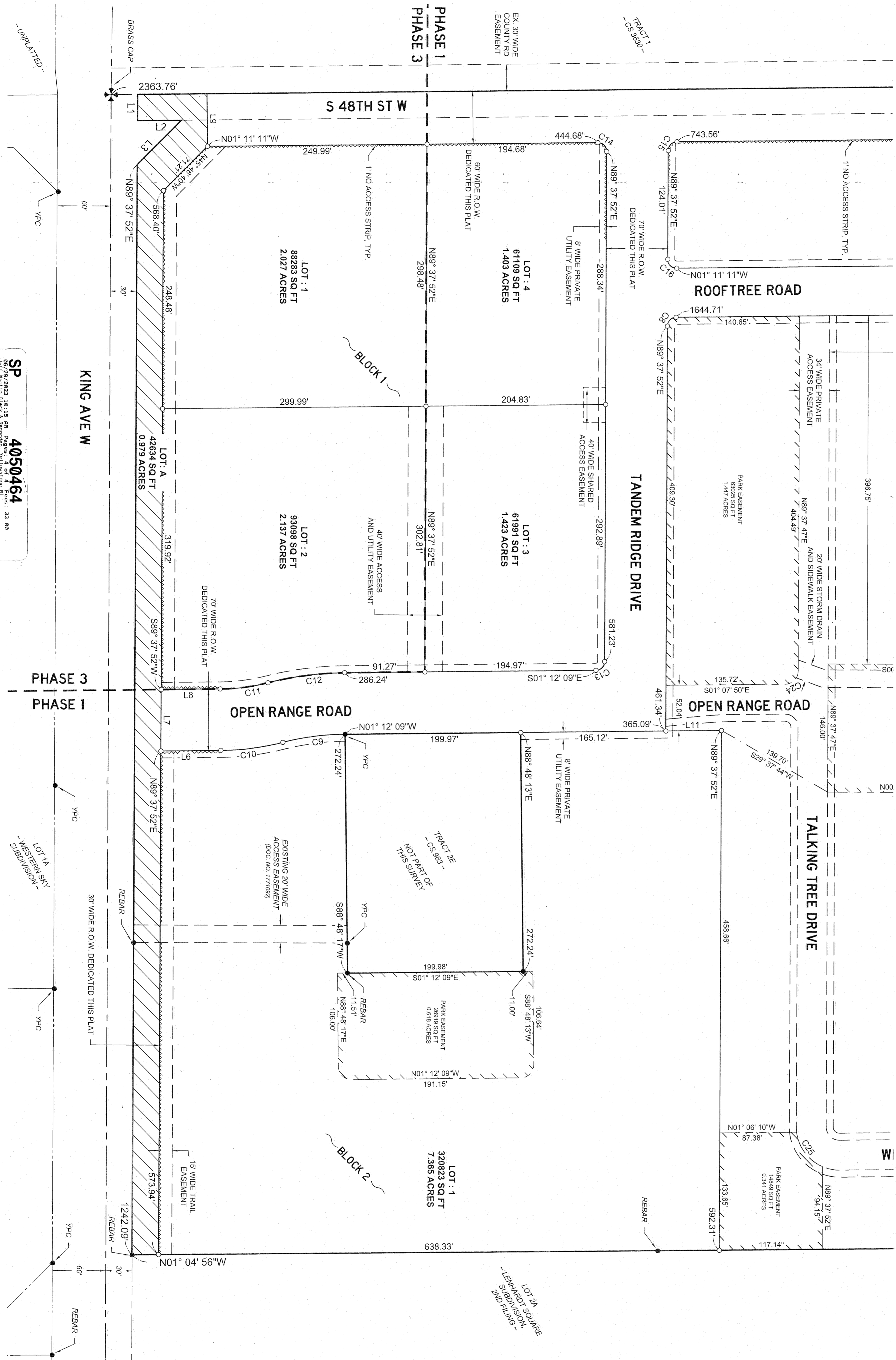
PREPARED FOR: TKJ DEVELOPMENTS, LLC



PREPARED BY: PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION: ± 65,329 ACRES

MARCH 2023



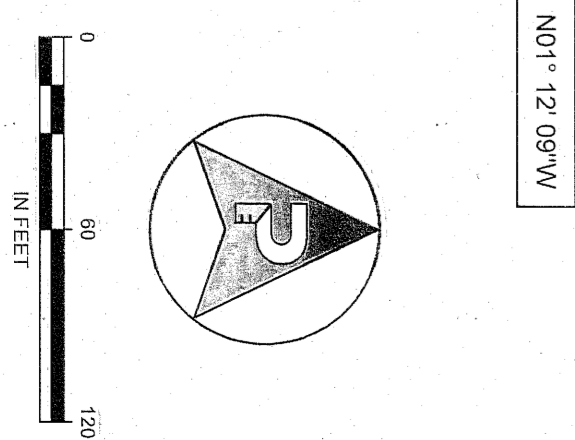
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|---------|--------|---------|-------------|-----------------|--------------|
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| C3      | 57.51  | 1709.59 | 1° 55' 39"  | N89° 25' 04"W   | 57.51        |
| C4      | 111.36 | 1709.59 | 3° 43' 56"  | N86° 35' 16"W   | 111.34       |
| C5      | 34.83  | 1709.59 | 1° 09' 38"  | N84° 08' 29"W   | 34.82        |
| C6      | 79.50  | 1549.62 | 2° 45' 40"  | N84° 54' 35"W   | 79.48        |
| C7      | 16.56  | 10.00   | 94° 53' 46" | S46° 15' 42"W   | 14.73        |
| C8      | 15.57  | 10.00   | 88° 10' 57" | S45° 46' 40"E   | 14.04        |
| C9      | 71.55  | 299.20  | 13° 42' 03" | S8° 03' 11"E    | 71.38        |
| C10     | 71.55  | 299.20  | 13° 42' 04" | S8° 03' 11"E    | 71.38        |
| C11     | 54.81  | 229.20  | 13° 42' 04" | S8° 03' 11"E    | 54.66        |
| C12     | 88.29  | 369.20  | 13° 42' 03" | S8° 03' 11"E    | 88.07        |
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| C19     | 15.57  | 10.00   | 89° 11' 02" | N45° 46' 42"W   | 14.04        |
| C20     | 15.85  | 10.00   | 90° 48' 59" | S44° 13' 18"W   | 14.24        |
| C21     | 15.32  | 10.00   | 87° 45' 54" | S45° 04' 08"E   | 13.88        |
| C22     | 40.24  | 1549.64 | 1° 23' 52"  | S89° 39' 01"E   | 40.24        |
| C23     | 15.85  | 10.00   | 90° 50' 14" | N44° 13' 56"E   | 14.25        |
| C24     | 23.37  | 15.00   | 88° 15' 29" | S45° 47' 08"E   | 21.08        |
| C25     | 51.52  | 49.00   | 60° 14' 28" | N52° 23' 37"E   | 49.18        |

**Parcel Line Table**

| Line # | Length | Direction     | (R 50.00) |
|--------|--------|---------------|-----------|
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| L2     | 50.21  | S01° 11' 11"E | (R 50.00) |
| L3     | 71.50  | S45° 46' 21"E | (R 71.22) |
| L4     | 59.89  | N01° 04' 56"W | (R 71.22) |
| L5     | 22.70  | N83° 31' 34"W | (R 71.22) |
| L6     | 68.28  | S01° 12' 09"E | (R 71.22) |
| L7     | 70.00  | N89° 37' 52"E | (R 71.22) |
| L8     | 67.24  | S01° 12' 09"E | (R 71.22) |
| L9     | 60.00  | N87° 48' 49"E | (R 71.22) |
| L10    | 35.95  | S01° 05' 08"E | (R 71.22) |
| L11    | 63.52  | N01° 12' 09"W | (R 71.22) |

SP 4050464





Return to:  
City Clerk  
City of Billings  
PO Box 1178  
Billings, MT 59103

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** is made this 25<sup>th</sup> day of August 2021, by and between TKJ Development, LLC, PO Box 1555, Billings, MT 59103 hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

**WHEREAS**, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Tract 2-C of COS 983 Tract 2 Amended; Tracts 2-G-1 and 2-H-1 of Amended Tracts 2G and 2H of Plat Amending Tract 2-F of COS 983; Tract 14 of COS 983 Amending Tracts 2B & 13

Above referenced property is hereinafter referred to as "Developer Tract"

**WHEREAS**, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

**WHEREAS**, DEVELOPER desires to annex Developer Tract to the City; and

**WHEREAS**, DEVELOPER is proposing to develop the Developer Tract in phases over time; and

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution No. 21-10986 for the Developer Tract contingent upon a Development Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:



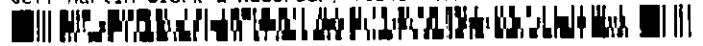
1. Roads and Access. The Developer Tract will be accessed by way of internal roads and driveway approaches as approved by MDOT and the City. There will be three accesses off 48<sup>th</sup> Street West and two accesses off King Avenue West. An internal road will access onto King Avenue West approximately 680 feet east of the intersection with 48<sup>th</sup> Street West. Two internal road approaches will access onto 48<sup>th</sup> Street West approximately 550 and 1,400 feet north of the intersection with King Avenue West. An additional internal road access point to 48<sup>th</sup> Street West will be provided via the existing Georgina Drive. One driveway access approach shall be provided onto King Avenue West approximately 300 feet east of the intersection with 48<sup>th</sup> Street West. One driveway access point shall be provided onto 48<sup>th</sup> Street west approximately 300 feet north of the intersection with King Avenue West. Approaches within 1,000 feet of the 48<sup>th</sup> Street West and King Avenue West intersection will be restricted to a maximum of three-quarter ( $\frac{3}{4}$ ) access turning movements.
  
2. Sanitary Sewer. The Developer Tract will be served by extending sanitary sewer main along King Avenue West to 48<sup>th</sup> Street West. Developer will be required to provide a cash contribution for half of the cost of installation of a 12-inch sanitary sewer main extension in 48<sup>th</sup> Street West for the extent of the property.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. Water. The Developer Tract will be served by extending 24-inch water main along King Avenue West to 48<sup>th</sup> Street West. The City has agreed (through a compensation agreement) to pay the difference in the upsizing of a 12-inch main to a 24-inch. A future water main extension is planned in 48<sup>th</sup> Street West as part of the larger West End Reservoir project. In-lieu of extending water main in 48<sup>th</sup> Street West, the Developer will be required to construct a public 12-inch water main from King Avenue West through the Developer Tract to the intersection of 48<sup>th</sup> Street West and Georgina Drive to be located in a public easement or public right of way.

DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.

4. Storm Drain. The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018). The existing stormwater drain ditch along 48<sup>th</sup> Street West shall be maintained in place. Developer Tract will be permitted to outfall stormwater through a drainage outfall to City infrastructure.



5. Right-of-Way. Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. Developer will be required to dedicate right-of-way at the intersection of King Avenue West and 48<sup>th</sup> Street West for construction of a future roundabout.
6. Street Construction, Widening and Sidewalks. DEVELOPER will be required at the time of development to provide a cash contribution for curb and gutter and street widening of 48<sup>th</sup> Street West to an equivalent residential street width (34' B-B), and given credit for the existing asphalt in place.
7. Multi-use Trail. A 10-foot multi-use trail will be required to be constructed along King Avenue West and 48<sup>th</sup> Street West at the expense of the DEVELOPER at the time of development.  
  
The development shall be responsible for the maintenance of the sidewalk and/or trail after construction.
8. Future Intersection Contributions. A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER. Traffic study shall be submitted for review and approval by both the City and Montana Department of Transportation.
9. Other Public Improvements. For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, driveways, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Development Agreement regardless of location of individual properties in relation to the improvements.
10. Annexation. The Developer has requested to develop and annex the property in phases. The annexation is subject to the following conditions of approval:



- a. Phase 1 shall be considered annexed effective immediately upon approval of the mutually agreed upon Development Agreement.
  - b. Phase 2 annexation will require a written request from the developer to the Planning Division. The request shall refer to the document number of this filed resolution and expressly state the landowners desire to immediately include the property within city limits to be developed in accordance with the Planned Neighborhood Development. If deemed necessary, the City may bring forward a subsequent Resolution of Annexation for the City Council's review specifically related to Phase 2. Since both phases were included in the original petition, no new annexation petition fees will be collected by the Planning Division. Further, in no circumstance shall development of any kind commence prior to the City accepting the written request and notification to the Department of Revenue (DOR), City of Billings Geographic Information Services (GIS) and the Yellowstone County Clerk and Recorder. If the Phase 2 written request has not been submitted within seven years of the date of this Resolution, the property will automatically be included in the City Limits. The City will initiate this through notification to the DOR.
  - c. Upon the approval of a subdivision associated with this Annexation and Planned Neighborhood Development, the Annexation Resolution may be amended by City Council to reflect any new phasing boundaries to be consistent with the required Subdivision Improvement Agreement and plat.
  - d. If the conditions are not satisfied, or the developer requests changes inconsistent with the approval in the Resolution of Annexation, any new requests for the property legally described within this resolution shall be processed as a new petition of annexation.
11. Compliance. Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
  12. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.



13. Attorney's Fees. In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
  
14. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.





This Agreement is hereby approved and accepted by City of Billings, this 25<sup>th</sup> day of August, 2021.

“CITY”

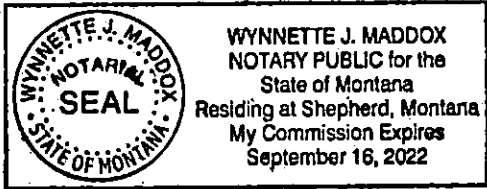
CITY OF BILLINGS, MONTANA

By: William A Cole  
Mayor

Attest: Denise R. Bohlman  
City Clerk

STATE OF MONTANA     )  
                                          :SS  
County of Yellowstone    )

On this 9<sup>th</sup> day of September, 2021, before me, a Notary Public for the State of Montana, personally appeared William A. Cole, and Denise R. Bohlman, 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.



Wynnette J Maddox  
Notary Public in and for the State of Montana  
Printed name: Wynnette J Maddox  
Residing at: Shepherd MT  
My commission expires: 9-16-2022

Approved as to Form:

[Signature]  
City Attorney



## RESOLUTION 21-10986

### A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

WHEREAS, the annexation is part of a Planned Neighborhood Development ("PND") and overall development plan in accordance with BMCC (27-800)

WHEREAS, the developer desires phased annexation and development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY EFFECTIVELY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section 10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

**Phase 1**

Tracts 2-G-1 and 2-H-1 of Certificate of Survey 983, Amended Tracts 2G and 2H of Plat Amending Tract 2-F, recorded November 24, 2020, under Document No. 3948933;

Tract 2-C of Certificate of Survey 983, Tract 2 Amended, recorded February 15, 1979, under Document No. 1119356;

Including all adjacent right of way

2. TERRITORY TO BE ANNEXED. Pursuant to conditions being met with the Development Agreement, the following territory will be annexed to the City of Billings:

Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section 10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

**Phase 2**

Tract 14 of Certificate of Survey 983, Amending Tracts 2B & 13, recorded May 31, 1983, under Document No. 1266982;

Including all adjacent right of way;

Said phases containing 66.925 gross and 63.711 net acres, more or less.

(# 21-09) See Exhibit "A" Attached

3. **CONDITIONS.** The annexation is approved, subject to the following condition:

1. Within 45 working days and prior to site development, a mutually acceptable Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, provide guidance for the effectiveness of Phase 2 of AN 21-09 and include a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded;

If the conditions are not satisfied, any new requests for the property legally described within this resolution shall be processed as a new petition of annexation.

4. **PHASED DEVELOPMENT.** This annexation and development is phased. This Resolution immediately annexes Phase 1 as described in section 1. The required Development Agreement provides guidance on subsequent processes required to finalize the Phase 2 annexation legally described in Section 2 of this Resolution.

5. **EFFECTIVE DATE.** Upon satisfaction of the above condition(s), this resolution to annex the above described territory identified will become effective and shall be filed with the Yellowstone County Clerk and Recorder. If the owner fails to meet the deadline identified above, this resolution to annex shall not become effective, will be null and void, and shall not be filed with the Yellowstone County Clerk and Recorder.

6. **PROCEDURE.** All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana,  
on the 23rd day of August, 2021.



CITY OF BILLINGS:

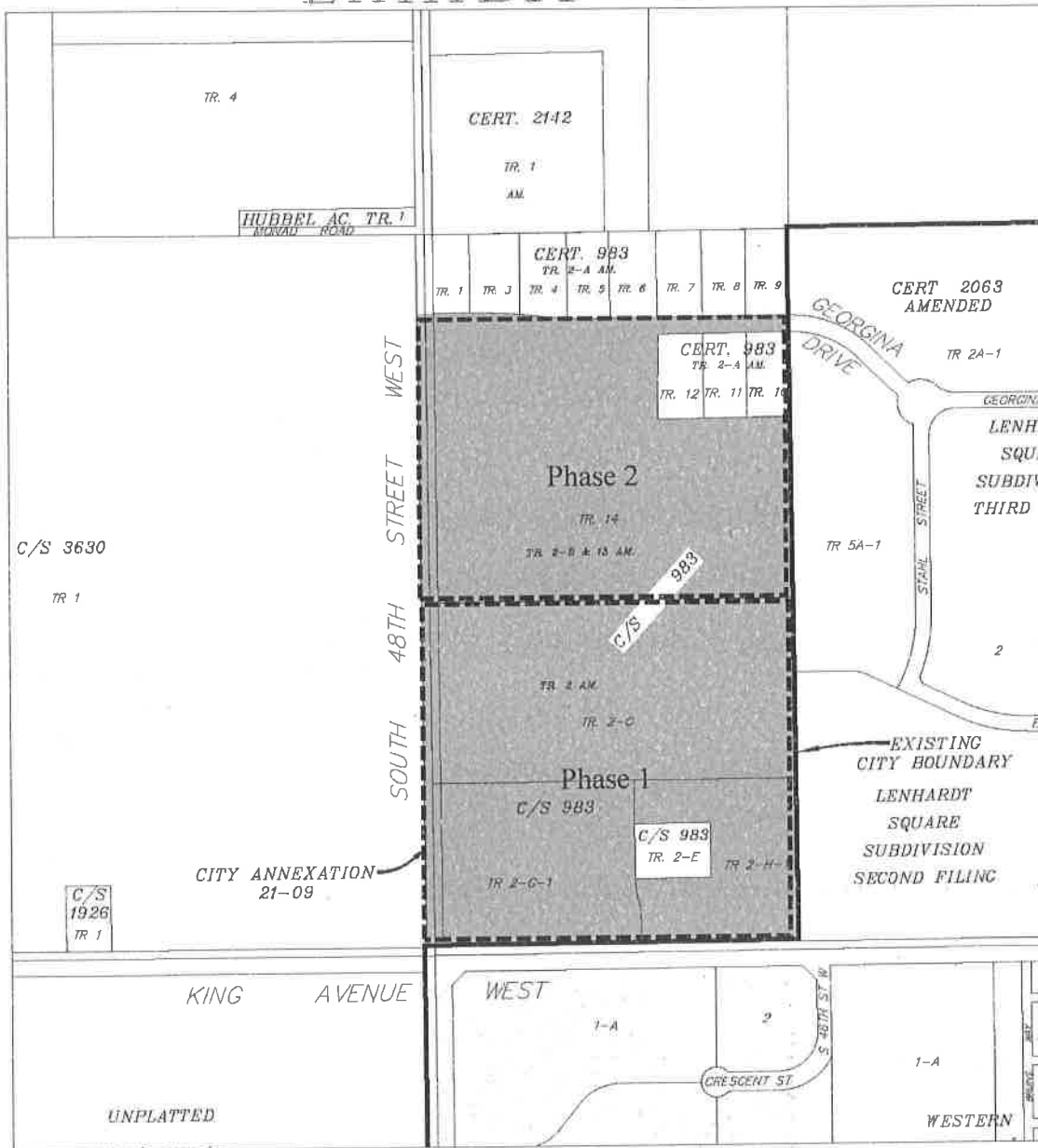
BY: William A Cole  
William A. Cole, Mayor

ATTEST:

BY: Denise R. Bohman  
Denise R. Bohman, City Clerk

(Annexation # 21-09)

# EXHIBIT 99 A 99



## RESOLUTION NO. 24 -

A RESOLUTION AMENDING RESOLUTION 21-10986 BY AMENDING THE ANNEXED BOUNDARY AS PROVIDED FOR IN DEVELOPMENT AGREEMENT DOC NO. 3989874 AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, the City of Billings adopted Resolution 21-10986 annexing property owned by TKJ, LLC; and

WHEREAS, the City of Billings and TKJ, LLC, executed and recorded a Development Agreement regarding the terms of such annexation, that certain Document No. 3989874 of record with Yellowstone County Clerk and Recorder; and

WHEREAS, such Development Agreement in Section 10.c. provided for a future amendment of the Phase 1 boundary to ensure the annexed land was coterminous with the subdivision blocks and lots in the future Ridgeline Subdivision as described in Resolution 21-10986; and

WHEREAS, Ridgeline Subdivision has now been filed and is under construction but only partially within the city limits; and

WHEREAS, the coterminous boundary of lots and blocks in Ridgeline Subdivision need to match the City of Billings and the developer's approved phased development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY EFFECTIVELY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section 10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

**Phase 1**

Ridgeline Subdivision all lots in Block 1; Lots 1, Block 2; and that portion a of Lot 2, Block 2, shown as "Phase 1" on Sheet 3 of 4; and Lot 1, Block 3, under the filed Ridgeline Subdivision, Document No. 4050464;

Including all adjacent right of way;

2. **TERRITORY TO BE ANNEXED.** Pursuant to conditions being met with the Development Agreement:

Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section 10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

**Phase 2**

All remaining area within the Ridgeline Subdivision Block 2, and Block 4, under Document No. 4050464;

Including all adjacent right of way;

Said phases containing 66.925 gross and 63.711 net acres, more or less.

3. **PHASED DEVELOPMENT.** This annexation and development is phased. This Resolution amends Resolution 21-10986 to ensure that Phase 1 land is coterminous with the filed subdivision as intended in such resolution. The required Development Agreement provides guidance on subsequent processes required to finalize Phase 2 legally described in Section 2 of this Resolution.
4. **EFFECTIVE DATE.** Conditions previously required in Resolution 21-10986 have been met. The effective date of this resolution is immediately upon passage.
5. **PROCEDURE.** All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana,  
on the 24th day of June 2024.

CITY OF BILLINGS:

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

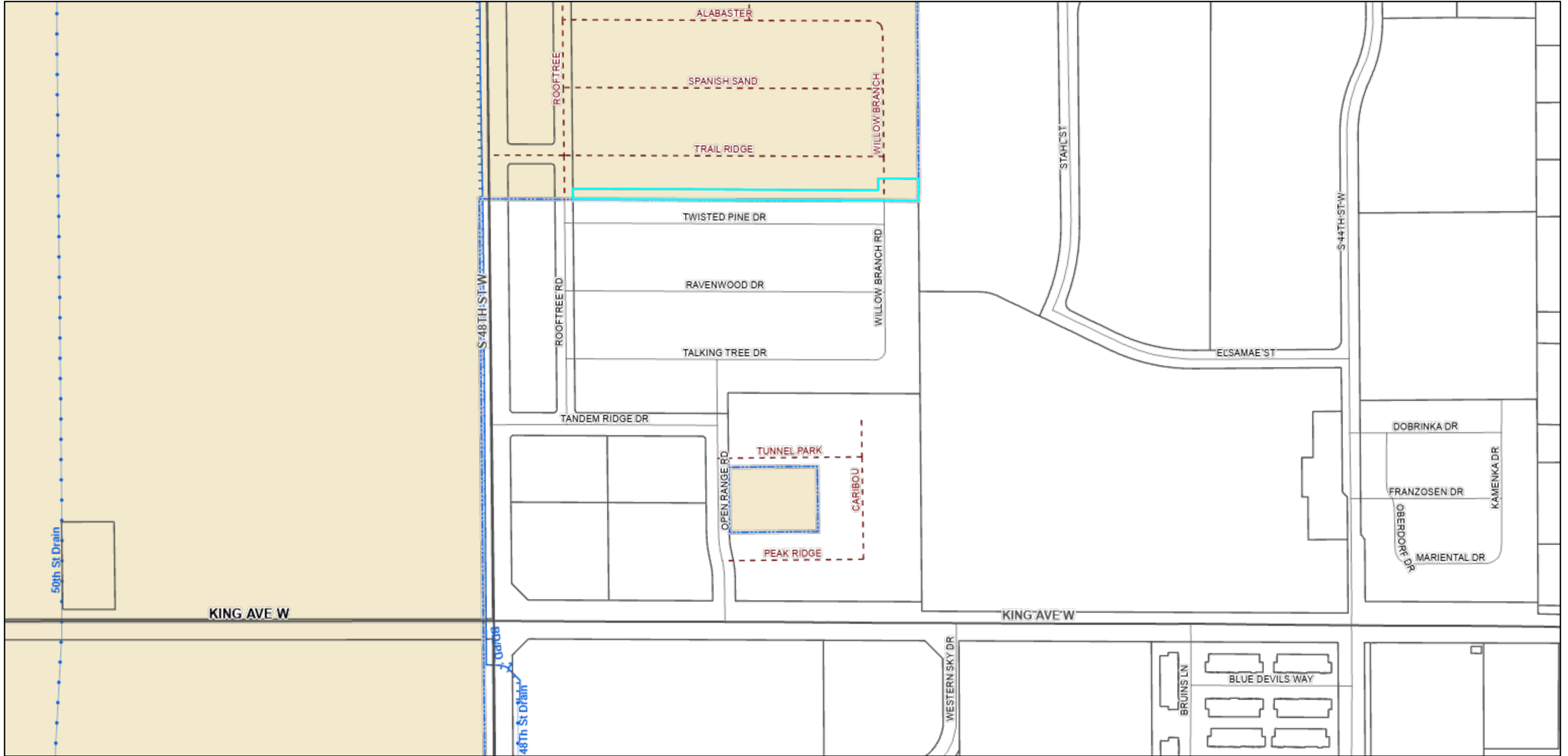
William A. Cole, Mayor

ATTEST:

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

Denise R. Bohlman, City Clerk  
Amending Resolution 21-10986 – Annexation of Ridgeline Subdivision Phase 1

# ArcGIS Web Map



6/6/2024, 10:15:37 AM

Streams, Ditches, Canals

Canal or Ditch

Drain

Tax Parcels

Billings City Limits

Road Centerline

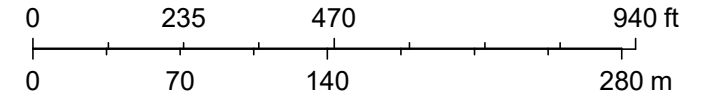
US ROUTE or STATE HIGHWAY

ARTERIAL

STREET

PROPOSED ROAD

1:5,143



**City Council Regular**

**Date:** 06/24/2024  
**Title:** Public Hearing and Resolution Adopting Revised Right-of-Way Fees  
**Presented by:** Jennifer Duray  
**Department:** Public Works  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends that the City Council approve the resolution adopting the revised Public Works right-of-way fees for FY25 and FY26.

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

Public Works is presenting an updated right-of-way fee schedule and Resolution to the City Council for modifications to the fees for FY25 and FY26. These fees, which are typically revised every two years, were last updated in June 2022. After analyzing the costs associated with administering and inspecting right-of-way permits, staff is recommending adjustments to align the fees with the actual costs of services provided. The proposed fees are based on full cost recovery principles. The average fee increase is proposed to be 9.1% in FY25 and 4% in FY26.

**ALTERNATIVES**

City Council may:

- Approve the resolution to update the existing fee schedule for right-of-way fees, or;
- Not approve the resolution to update the existing fee schedule of right-of-way fees, or;
- Approve an amended resolution to update the existing fee schedule of right-of-way fees.

**FISCAL EFFECTS**

The modified right-of-way fees will provide approximately \$34,000 of additional revenue for the Public Works Engineering Division in FY25 and an additional \$35,000 of revenue in FY26.

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**Attachments**

Resolution Right of Way Fees  
Exhibit A  
Presentation

**RESOLUTION NO. 24 -**

**A RESOLUTION ADOPTING REVISED SCHEDULE OF RIGHT-OF-WAY FEES  
FOR THE PUBLIC WORKS DEPARTMENT**

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide adequate inspection and administration of operations within the City right-of-way and to provide adequate funding to meet the cost of providing said services incurred in the administration of right-of-way permits; and

WHEREAS, it has become necessary in the operation of City Engineering services to revise the right-of-way fees to levels to be consistent with the costs of administration and inspection incurred relating to the services provided; 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 Exhibit A showing Fiscal Year 2025 and 2026 fees are hereby established and shall become effective July 1, 2024, and July 1, 2025, and remain in effect thereafter until changed by resolution.
2. NOTICE OF HEARING. On Monday, June 24, 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.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 24th day of June 2024.

CITY OF BILLINGS

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

ATTEST:

By: \_\_\_\_\_  
Denise Bohlman, City Clerk

# Exhibit A

|                                   | FY 2025           |                 |                                     | FY 2026           |                 |                                     |
|-----------------------------------|-------------------|-----------------|-------------------------------------|-------------------|-----------------|-------------------------------------|
| <b>Excavation</b>                 |                   |                 |                                     |                   |                 |                                     |
| Utility Service                   | \$ 285.00         |                 |                                     | \$ 296.00         |                 |                                     |
| All Others                        | \$ 332.00         |                 |                                     | \$ 345.00         |                 |                                     |
| <b>Surface</b>                    | <b>First 100'</b> | <b>&gt;100'</b> |                                     | <b>First 100'</b> | <b>&gt;100'</b> |                                     |
| Grass/Unimproved                  | \$ 106.00         | \$ 1.34         | per foot                            | \$ 110.00         | \$ 1.40         | per foot                            |
| Asphalt                           | \$ 220.00         | \$ 2.45         | per foot                            | \$ 229.00         | \$ 2.55         | per foot                            |
| Gravel Alley                      | \$ 155.00         | \$ 1.12         | per foot                            | \$ 161.00         | \$ 1.15         | per foot                            |
| Concrete - Sidewalk               | \$ 282.00         | \$ 1.24         | per foot                            | \$ 293.00         | \$ 1.30         | per foot                            |
| Concrete - Curb & Gutter          | \$ 282.00         | \$ 1.24         | per foot                            | \$ 293.00         | \$ 1.30         | per foot                            |
| Concrete - Approach               | \$ 282.00         |                 |                                     | \$ 293.00         |                 |                                     |
| Concrete Grinding                 | \$ 80.00          |                 |                                     | \$ 84.00          |                 |                                     |
|                                   | \$ 12.00          |                 | per each additional onsite          | \$ 12.50          |                 | per each additional onsite          |
| <b>Boring</b>                     | \$ 495.00         |                 | per project (plus excavation costs) | \$ 515.00         |                 | per project (plus excavation costs) |
| <b>Pothole or Monitoring Well</b> | \$ 135.00         |                 | per project location                | \$ 140.00         |                 | per project location                |
| <b>Staking</b>                    | <b>First 150'</b> | <b>&gt;150'</b> |                                     | <b>First 150'</b> | <b>&gt;150'</b> |                                     |
|                                   | \$ 375.00         | \$ 1.90         | per foot                            | \$ 390.00         | \$ 2.00         | per foot                            |
| <b>Permit Renewal</b>             | \$ 75.00          |                 | per 1-year extension                | \$ 78.00          |                 | per 1-year extension                |
| <b>Storm Drain Connection</b>     | \$ 170.00         |                 |                                     | \$ 177.00         |                 |                                     |
| <b>Encroachment Permit</b>        | \$ 75.00          |                 |                                     | \$ 78.00          |                 |                                     |



## **FY25-FY26 Right of Way Fees**

# ► Proposed Right-of-Way Fees

| EXCAVATION      | FY24  | FY25  | FY26  |
|-----------------|-------|-------|-------|
| Utility Service | \$265 | \$285 | \$296 |
| All Other       | \$368 | \$332 | \$345 |

| SURFACE                | FY24  | FY25  | FY26  |
|------------------------|-------|-------|-------|
| Grass/ Unimproved      | \$95  | \$106 | \$110 |
| Asphalt                | \$217 | \$220 | \$229 |
| Gravel Alley           | \$152 | \$155 | \$161 |
| Concrete-Sidewalk      | \$250 | \$282 | \$293 |
| Concrete-Curb & Gutter | \$250 | \$282 | \$293 |
| Concrete-Approach      | \$250 | \$282 | \$293 |
| Concrete-Grinding      | \$65  | \$80  | \$84  |

| OTHER PERMITS              | FY24  | FY25  | FY26  |
|----------------------------|-------|-------|-------|
| Boring                     | \$412 | \$495 | \$515 |
| Pothole or Monitoring Well | \$120 | \$135 | \$140 |
| Staking                    | \$375 | \$375 | \$390 |
| Permit Renewal             | \$70  | \$75  | \$78  |
| Storm Drain Connection     | \$155 | \$170 | \$177 |
| Encroachment Permit        | \$70  | \$75  | \$78  |



**City Council Regular**

**Date:** 06/24/2024  
**Title:** Public Hearing and Resolution Setting Annual Street Maintenance District Assessments 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 proposed Alternative 2 Resolution setting annual street maintenance district assessments for FY25.

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

Street Maintenance District (SMD) assessments are set annually by resolution. There are currently two SMDs in Billings. SMD 1 encompasses primarily the downtown area. SMD 2 is the entire City. Properties in SMD 1 are also in SMD 2. The existing rates for street maintenance funding are not adequate to provide for the operation and maintenance and capital investment necessary to continue providing service at the current level.

Staff is proposing an increase of 1.6% for SMD 1 to maintain the current service level in FY25. For SMD 2, two alternative rates have been proposed:

- **Alternative 1:** a 6.6% increase in SMD 2 rates. This proposal was initially presented at the May 20, 2024, Council work session and reflected the amount needed to maintain the current service level. However, at the June 10 Council meeting, the proposed FY25 budget was amended, reducing Public Works' entitlement share by \$300,000 and allocating \$100,000 for planning efforts on Skyway Drive. This results in a \$400,000 decrease in entitlement funding for street maintenance activities. If Council approves Alternative 1, Public Works will need to cut its PAVER program (overlays and chip seals) budget by \$400,000 in FY25.
- **Alternative 2:** a 9.2% increase in SMD 2 rates. This rate increase would compensate for the \$400,000 loss in entitlement funds in FY25. If Council approves Alternative 2, there will be no budget cuts for the PAVER program. Staff recommends this alternative because the PAVER program already faces a funding gap and needs additional resources to support overlays and chip seals according to the recommended cycles.

**ALTERNATIVES**

City Council must hold a public hearing and then may:

- Approve the recommended Alternative 2 Resolution,
- Approve the Alternative 1 Resolution,
- Approve an amended resolution, or:
- Not approve a resolution. If Council does not approve a resolution, an amended resolution to establish street maintenance district assessments will need to be considered at a future City Council meeting to be in accordance with state statutes.

**FISCAL EFFECTS**

SMD 1 revenues will increase by \$5,000 or 1.6% for both proposed alternatives.

If the Alternative 1 Resolution is approved, an average 9,691 square foot residential lot in SMD2 will be assessed \$211.11 annually, an increase of \$13.07 from FY24. Approximately \$1,020,000 of additional revenue will be generated in FY25.

If the recommended Alternative 2 Resolution is approved, an average 9,691 square foot residential lot in SMD2 will be assessed \$216.25 annually, an increase of \$18.21 from FY24. Alternative 2 will cost the average residential property \$5.14 more per year than Alternative 1 and will generate approximately \$1,420,000 of additional revenue in FY25.

Alternative 1 Resolution  
Alternative 2 Resolution

**RESOLUTION 24-\_\_\_\_\_**

**A RESOLUTION LEVYING AND ASSESSING STREET MAINTENANCE DISTRICT FEES FOR PROPERTIES WITHIN STREET MAINTENANCE DISTRICTS IN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.**

WHEREAS, the City, by Resolution, has defined the boundaries and established street maintenance districts as provided by State Law, and

WHEREAS, Billings Montana City Code and Title 7, Chapter 12, Part 44 of the Montana Code Annotated authorizes the City of Billings to adjust street maintenance district rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of each said district.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. METHOD OF ASSESSMENT. The City hereby determines that each lot or parcel of land within both Street Maintenance Districts One (1) and Two (2) shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears to the total area of the respective district exclusive of streets, avenues, alleys, and public places.
2. ASSESSMENT DISTRICT ONE (1). Each lot or parcel within the boundaries of Street Maintenance District One (1), is hereby assessed \$.064985 per square foot of area for fiscal year 2025.
3. ASSESSMENT DISTRICT TWO (2). Each lot or parcel within the boundaries of Street Maintenance District Two (2), is hereby assessed the following for fiscal year 2025:

| <b>Property Type</b>     | <b>Rate per square foot of area</b> |
|--------------------------|-------------------------------------|
| Residential/Governmental | \$.021784                           |
| Commercial               | \$.031291                           |
| Vacant                   | \$.020116                           |

The maximum square footage charged for any tract, parcel or lot is as follows:

| <b>Property Type</b>            | <b>Max Square Feet</b> |
|---------------------------------|------------------------|
| Residential                     | 1 Acre                 |
| Governmental                    | 1,100,000 SF           |
| Vacant Residential/Governmental | 1 Acre                 |
| Vacant Commercial               | 115,000 SF             |

4. LOTS AND PARCELS ASSESSED. A list which describes each lot or parcel of land assessed within the respective district, with the name of the owner thereof, and the amount levied thereon set is available in the office of Public Works Fiscal Services Belknap location, 2251 Belknap Avenue, Billings, Montana.
5. EXEMPTION. Street Maintenance District assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, MET Transit Fund or Airport Fund.
6. COLLECTION OF ASSESSMENTS. Said special assessments shall be placed upon the assessment rolls and collected in the same manner as other taxes.
7. NOTICE OF HEARING. On Monday, **June 24, 2024**, at 5:30 p.m., or as soon thereafter as the matter may 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.
8. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 24th day of June 2024

CITY OF BILLINGS

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

William A. Cole, Mayor

ATTEST:

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

Denise R. Bohlman, City Clerk

RESOLUTION 24-\_\_\_\_\_

**A RESOLUTION LEVYING AND ASSESSING STREET MAINTENANCE DISTRICT FEES FOR PROPERTIES WITHIN STREET MAINTENANCE DISTRICTS IN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.**

WHEREAS, the City, by Resolution, has defined the boundaries and established street maintenance districts as provided by State Law, and

WHEREAS, Billings Montana City Code and Title 7, Chapter 12, Part 44 of the Montana Code Annotated authorizes the City of Billings to adjust street maintenance district rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of each said district.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. METHOD OF ASSESSMENT. The City hereby determines that each lot or parcel of land within both Street Maintenance Districts One (1) and Two (2) shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears to the total area of the respective district exclusive of streets, avenues, alleys, and public places.
2. ASSESSMENT DISTRICT ONE (1). Each lot or parcel within the boundaries of Street Maintenance District One (1), is hereby assessed \$.064985 per square foot of area for fiscal year 2025.
3. ASSESSMENT DISTRICT TWO (2). Each lot or parcel within the boundaries of Street Maintenance District Two (2), is hereby assessed the following for fiscal year 2025:

| <b>Property Type</b>     | <b>Rate per square foot of area</b> |
|--------------------------|-------------------------------------|
| Residential/Governmental | \$.022315                           |
| Commercial               | \$.032055                           |
| Vacant                   | \$.020607                           |

The maximum square footage charged for any tract, parcel or lot is as follows:

| <b>Property Type</b>            | <b>Max Square Feet</b> |
|---------------------------------|------------------------|
| Residential                     | 1 Acre                 |
| Governmental                    | 1,100,000 SF           |
| Vacant Residential/Governmental | 1 Acre                 |
| Vacant Commercial               | 115,000 SF             |

4. LOTS AND PARCELS ASSESSED. A list which describes each lot or parcel of land assessed within the respective district, with the name of the owner thereof, and the amount levied thereon set is available in the office of Public Works Fiscal Services Belknap location, 2251 Belknap Avenue, Billings, Montana.
5. EXEMPTION. Street Maintenance District assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, MET Transit Fund or Airport Fund.
6. COLLECTION OF ASSESSMENTS. Said special assessments shall be placed upon the assessment rolls and collected in the same manner as other taxes.
7. NOTICE OF HEARING. On Monday, **June 24, 2024**, at 5:30 p.m., or as soon thereafter as the matter may 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.
8. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 24th day of June 2024

CITY OF BILLINGS

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

William A. Cole, Mayor

ATTEST:

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

Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Public Hearing and Resolution to Create the City of Billings Planning Commission  
**Presented by:** Lora Mattox  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends the City Council conduct a public hearing on the creation of the City Planning Commission to comply with the Montana Land Use Planning Act (MLUPA) and approve the resolution to create the Planning Commission.

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

In response to the evolving needs of our community and the regulatory requirements outlined in the Montana Land Use Planning Act, this memo proposes the establishment of a City Planning Commission. This commission will be integral to developing and overseeing the City Growth Policy, ensuring sustainable and well-regulated urban development.

The Montana Land Use Planning Act mandates that municipalities develop and implement a growth policy to guide future development. This growth policy serves as a comprehensive plan that addresses land use, economic development, housing, public services, and natural resources. To comply with state regulations and to support our city's strategic development goals, it is crucial to establish a dedicated body to manage these efforts.

The primary functions of the City Planning Commission will include:

- Developing a City Growth Policy in alignment with the Montana Land Use Planning Act.
- Conducting public hearings and community engagement to ensure the growth policy reflects the needs and aspirations of our residents.
- Reviewing and making recommendations on zoning changes, subdivision applications, and other land use proposals.
- Ensuring that all development aligns with the city's long-term strategic goals and regulatory frameworks.
- Advising the City Council on matters related to urban planning and land use.

Planning Division staff is proposing that the first and temporary City Planning Commission consist of seven members, appointed by the City Council. Planning Division staff recommends establishing this initial commission as the temporary board for the development of the City Growth Policy including the land use map. Staff recommends the following composition initially through the Growth Policy plan development:

- The five City representatives that currently serve on the City/County Planning Board. These members are experienced in land use issues such as subdivision, land use issues and transportation planning and will help guide the Growth Policy Development. The five members currently appointed to the Planning Board to represent the city include one member from each Ward. These members are as follows:
  - Ward 1 - Jim Ronquillo
  - Ward 2 - Roger Gravgaard
  - Ward 3 - Dennie Stephenson
  - Ward 4 - John Staley
  - Ward 5 - David Nordel
- One member each from the City Zoning Commission and Board of Adjustment. These members are experienced in City Zoning Regulations and land use decisions.

This commission will remain in place until the adoption of the City Growth Policy. At that time, this initial commission will be dissolved, and an Ordinance will be drafted to establish the permanent commission. Elements in the development of the permanent commission include:

1. Drafting the Ordinance: Prepare an ordinance for the City Council's approval, outlining the establishment, powers, and duties of the City Planning Commission.

2. Appointment of members: Solicit applications and nominations for commission members, ensuring a transparent and inclusive selection process.
3. Initial meeting and training: Conduct an inaugural meeting and provide training on relevant laws, regulations, and planning principles.

## **Benefits**

The establishment of a City Planning Commission will provide several key benefits:

- **Structured Development:** Ensures that urban growth is well-planned, sustainable, and aligned with the city's strategic vision.
- **Community Involvement:** Encourages active participation from residents and stakeholders in the planning process.
- **Expert Oversight:** Leverages the expertise of commission members to make informed decisions about land use and development.
- **Regulatory Compliance:** Ensures that all development activities comply with state and local regulations, minimizing legal risks.

## **STAKEHOLDERS**

By adopting this resolution, the City Council assures residents of an experienced commission that will help guide the development of the City Growth Policy.

## **ALTERNATIVES**

City Council may:

- Approve the Resolution to create the City Planning Commission to meet the intent of the Montana Land Use Planning Act; or,
- Not approve the Resolution to create the City Planning Commission. By not adopting the resolution, the City will not be in compliance with the required element of the Montana Land Use Planning Act.

## **FISCAL EFFECTS**

The adoption of this resolution will not directly affect city finances.

## **SUMMARY**

The creation of a City Planning Commission is a strategic move to support our city's growth and development in a structured and sustainable manner. By leveraging community input and expert guidance, we can ensure that our City Growth Policy reflects the values and needs of our residents while complying with the Montana Land Use Planning Act.

---

## **Attachments**

Draft Planning Commission Resolution

**RESOLUTION 24-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING A PLANNING COMMISSION FOR THE CITY OF BILLINGS, MONTANA IN ACCORDANCE WITH THE MONTANA LAND USE PLANNING ACT (MLUPA)**

WHEREAS, the City of Billings recognizes the importance of comprehensive land use planning to guide growth, development, and conservation within its jurisdiction; and

WHEREAS, a Planning Commission is authorized by the Montana Land Use Planning Act, 2023 (“the act”);

WHEREAS, the State of Montana has established the make-up, duties, roles, and responsibilities of a Planning Commission in the Act;

WHEREAS, as required in the Act, the City of Billings must either establish a municipal Planning Commission or so designate an existing, legally authorized planning board, zoning commission, or planning and zoning commission as a Planning Commission for the purposes of the Act;

WHEREAS, the City desires to establish a separate Planning Commission for the City of Billings for the purposes of implementation of the Act; and

WHEREAS, the City shall establish this Planning Commission with existing City Ward members of the Yellowstone County Board of Planning (5 members), City Zoning Commissioner (1 member), and City Board of Adjustment (1 member) for the purposes outlined in the Act and existing City Code until such a time the City becomes compliant with the Act, at the latest May 17, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BILLINGS, MONTANA, AS FOLLOWS:

**1. Planning Commission Established.**

There is hereby established a Planning Commission for the City of Billings, which shall only have the following duties and responsibilities as provided in the Act, until such time MLUPA has been fully implemented by the City and the Planning Commission created by ordinance, but no later than May 17, 2026.

## **2. Duties and Responsibilities.**

The Planning Commission shall review and make recommendations to the City Council regarding the development, adoption, review, and approval or denial of the following documents:

- A. The Land Use Plan and Future Land Use Map as provided in the Act.
- B. Zoning Regulations and Map provided for in the Act.
- C. Subdivision Regulations as provided for in the Act.
- D. Any other legislative land use planning documents that the City Council designates.

## **3. Planning Commission Composition**

The Planning Commission shall consist of seven members, with each member being confirmed by a majority vote of the Billings City Council.

## **4. Terms.**

Members shall initially serve until May 17, 2026, upon the creation of the Planning Commission by ordinance, until re-appointed, or until their successors are appointed and qualified.

## **5. Planning Commission Qualifications.**

The citizen members of the Planning Commission shall be residents of the City of Billings and residing within the municipal limits of the City or residents within any area outside the City over which the Planning Commission may have jurisdiction.

## **6. Removal.**

Planning Commission members serve at the pleasure of the City of Billings and may be removed by a majority vote of the Council for any reason.

## **7. Planning Commission Vacancies.**

Vacancies occurring on the Planning Commission will be filled for the unexpired term by a majority vote of the City Council in the same manner as all initial appointments.

## **8. Meeting of the Planning Commission.**

The Planning Commission shall meet monthly, as needed, on the date and time established. Special meetings may be called as often as required to advance the roles and duties of the Planning Commission outlined in Section 2. A quorum shall consist of a majority of currently appointed voting members of the Planning Commission. A quorum must be present for the Planning Commission to take official

action. A favorable vote of at least a majority of the quorum is required to authorize an action at a regular or properly called special meeting.

**9. Meeting Notifications.**

All meetings of the Planning Commission shall be open to the public, both in person and virtually. Meeting notices shall be posted according to the adopted Public Participation Plan, as required by MCA for noticing meetings of public bodies, or as otherwise required by the Billings City Code or policies set for general City advisory boards and commissions.

**10. Officers.**

The Planning Commission shall consist of a Chairperson, Vice-Chair, and Secretary. The Chair and Vice-Chair shall serve one (1) year terms. Officer elections shall be held on the 1<sup>st</sup> meeting of each calendar year. The Secretary of the Planning Commission shall be the staff liaison or other staff member as assigned by the Planning & Community Director.

**11. Compensation and Budgeting.**

All expenses for the operation of the Planning Commission are paid from the City of Billings budget. Authorization for any related planning expenses incurred by the Planning Commission is the responsibility of the Planning & Community Services Department, or as directed to the City Administrator. The Planning Commission has no authority to establish a budget, levy taxes, or indebt the City or itself.

**12. Organization and By-Laws.**

The Planning Commission shall abide by the procedure as required by the Act and by the City of Billings' standard template for advisory boards and commissions.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 24th day of June 2024.

CITY OF BILLINGS

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

William A. Cole, Mayor

ATTEST:

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

Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Public Hearing and Resolution Setting Annual BID1 Assessment for Fiscal Year 2025  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve the resolution setting the assessment for the Business Improvement District 1.

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

The following annual assessment resolution has been completed by the Finance Department and the assessments are ready to be placed on the tax files.

Downtown Business Improvement District 1

For FY 2025 the assessments for BID1 total \$521,778.32.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve and provide additional guidance to staff
- Amend and approve the resolution

**FISCAL EFFECTS**

The City of Billings acts as a pass-through of these assessments as approved by the elected body.

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**Attachments**

Resolution DBID

**RESOLUTION 24 - \_\_\_\_\_**

**A RESOLUTION LEVYING AND ASSESSING PROPERTIES  
FOR THE PURPOSE OF PROVIDING AND MAINTAINING  
THE COMMON AREA IMPROVEMENTS MADE IN  
DOWNTOWN, CITY OF BILLINGS, PROVIDING FOR  
NOTICE, HEARING AND ADOPTION.**

WHEREAS, Billings, Montana City Code provides for assessment for public improvements and maintenance, including but not limited to public sidewalk sweeping, security, public sidewalk snow removal, litter control, graffiti removal, and abatement of other services that are requested by the downtown property owners.

WHEREAS, said Billings, Montana City Code provides that the City Council shall fix, levy, and assess said charge on or before the second Monday in August.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. SERVICE CHARGE FOR FISCAL YEAR 2025. The Business Improvement District assessment for the fiscal year 2025 is hereby fixed, levied and assessed against each and every parcel of real property within the B.I. D. Each parcel shall pay to the City that portion of the total Business Improvement District assessment imposed annually. The assessment is a calculation based on square footage, taxable market value, and building square footage. See Exhibit A

2. NOTICE OF HEARING. On Monday, June 24, 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.

3. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 24<sup>th</sup> day of June 2024.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

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

Attachment A

| <b>Tax ID</b> | <b>ASSESSMENT</b> |
|---------------|-------------------|
| A00001        | 590.46            |
| A00004        | 185.31            |
| A00006        | 157.30            |
| A00007        | 237.80            |
| A00008        | 116.77            |
| A00009        | 202.92            |
| A00010        | 346.39            |
| A00011        | 1,216.52          |
| A00016        | 642.62            |
| A00041        | 986.80            |
| A00042        | 1,211.77          |
| A00042A       | 795.27            |
| A00050        | 239.77            |
| A00051        | 439.55            |
| A00056        | 3,016.61          |
| A00062        | 285.49            |
| A00063        | 1,578.30          |
| A00064        | 293.49            |
| A00065        | 335.92            |
| A00066A       | 992.05            |
| A00067        | 375.51            |
| A00068A       | 385.53            |
| A00069        | 295.78            |
| A00070        | 129.30            |
| A00071        | 447.38            |
| A00072        | 238.57            |
| A00073        | 182.58            |
| A00073A       | 97.16             |
| A00073B       | 95.59             |
| A00074        | 323.29            |
| A00075        | 420.27            |
| A00075A       | 1,048.20          |
| A00075B       | 186.07            |
| A00196B       | 1,309.77          |
| A00202        | 131.05            |
| A00203        | 105.72            |

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| A00206 | 167.80   |
| A00207 | 344.88   |
| A00208 | 129.58   |
| A00209 | 109.82   |
| A00210 | 109.82   |
| A00211 | 129.58   |
| A00212 | 249.42   |
| A00215 | 208.58   |
| A00216 | 337.46   |
| A00217 | 178.68   |
| A00218 | 141.74   |
| A00219 | 402.34   |
| A00222 | 169.19   |
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| A00225 | 449.06   |
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| A00254 | 221.73   |
| A00255 | 601.17   |
| A00256 | 1,193.78 |
| A00257 | 859.19   |
| A00258 | 757.47   |
| A00260 | 667.92   |
| A00261 | 1,940.24 |
| A00262 | 2,295.22 |
| A00263 | 4,423.55 |
| A00264 | 5,782.96 |
| A00269 | 1,401.50 |
| A00270 | 291.80   |
| A00271 | 9,246.36 |
| A00273 | 1,189.97 |
| A00276 | 221.72   |
| A00277 | 207.97   |

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| A00367B | 188.74    |
| A00367C | 359.13    |
| A00368  | 10,238.83 |
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| A00409  | 166.98 |
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| A00430  | 94.47  |
| A00431  | 152.79 |
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| A00574  | 338.44 |

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| A00630  | 2,834.73 |
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| A00640K | 78.82    |
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| A00640Q | 75.03    |
| A00640R | 72.58    |
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| A00796N | 57.28    |
| A00796O | 58.03    |

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| A00920D | 58.55  |

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| A01024  | 156.17 |
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| A01032  | 204.99 |
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| A01210C | 83.62    |
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| A01291  | 331.95   |

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| A01298 | 330.84   |
| A01299 | 151.73   |
| A01300 | 294.85   |
| A01301 | 110.92   |
| A01302 | 138.63   |
| A01303 | 154.01   |
| A01304 | 354.16   |
| A01305 | 308.40   |
| A01308 | 85.16    |
| A01309 | 139.94   |
| A01310 | 142.45   |
| A01311 | 150.64   |
| A01534 | 605.11   |
| A01539 | 541.41   |
| A01540 | 261.64   |
| A01541 | 248.18   |
| A01545 | 243.90   |
| A01548 | 136.39   |
| A01549 | 157.78   |
| A01550 | 127.16   |
| A01551 | 156.44   |
| A01552 | 126.72   |
| A01553 | 126.72   |
| A01554 | 514.77   |
| A01560 | 721.35   |
| A01567 | 1,534.78 |
| A01688 | 7,931.34 |
| A01689 | 165.22   |
| A01690 | 127.67   |
| A01691 | 166.18   |
| A01692 | 228.88   |
| A01694 | 220.22   |
| A01696 | 838.65   |
| A01699 | 3,665.68 |
| A01711 | 367.04   |
| A01909 | 3,496.06 |
| A01916 | 223.44   |
| A01918 | 121.78   |

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| A01926  | 628.22   |
| A01932  | 129.84   |
| A01933  | 89.64    |
| A01933A | 351.09   |
| A01933B | 841.23   |
| A01935  | 81.32    |
| A01936  | 136.12   |
| A01937  | 133.93   |
| A01938  | 114.91   |
| A01939  | 99.64    |
| A01940  | 61.88    |
| A01941  | 99.25    |
| A01943  | 282.26   |
| A01944  | 262.84   |
| A01945  | 221.74   |
| A01946  | 280.42   |
| A01947  | 248.90   |
| A01951  | 126.72   |
| A01953  | 126.72   |
| A01954  | 68.84    |
| A01955  | 69.61    |
| A01956  | 92.35    |
| A01957  | 64.48    |
| A01958  | 60.60    |
| A01959  | 82.56    |
| A01960  | 220.15   |
| A01963  | 191.19   |
| A01963A | 382.18   |
| A01964  | 198.17   |
| A01968  | 729.25   |
| A02005A | 4,400.68 |
| A05968  | 9,701.66 |
| A07113  | 452.78   |
| A07115B | 185.73   |
| A07115C | 293.07   |
| A07116  | 337.95   |
| A07119  | 214.63   |
| A07120  | 642.17   |
| A07125  | 725.53   |
| A07129  | 148.46   |
| A07131  | 7,645.44 |

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| A07141  | 195.30   |
| A07142  | 452.71   |
| A07149  | 374.17   |
| A07153  | 266.73   |
| A07155  | 171.67   |
| A07179  | 180.80   |
| A07180  | 125.93   |
| A07181  | 178.54   |
| A07182  | 179.35   |
| A07191  | 132.39   |
| A07192  | 583.32   |
| A07196  | 543.54   |
| A07201  | 120.72   |
| A07212  | 544.00   |
| A07225  | 1,020.68 |
| A07229  | 107.64   |
| A07230  | 322.12   |
| A07249  | 1,264.14 |
| A07258  | 310.43   |
| A07260  | 246.36   |
| A07262  | 692.69   |
| A07265  | 124.80   |
| A07266  | 108.96   |
| A07267  | 159.54   |
| A07272  | 149.75   |
| A07273  | 395.86   |
| A07273A | 77.13    |
| A07276  | 187.70   |
| A07279  | 212.50   |
| A07281  | 542.47   |
| A07282  | 131.47   |
| A07283  | 243.38   |
| A07284  | 104.27   |
| A07285  | 207.62   |
| A07287  | 159.39   |
| A07288  | 246.13   |
| A07290  | 76.88    |
| A07291  | 184.37   |
| A07293  | 269.58   |
| A07295  | 117.14   |
| A07296  | 162.51   |

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| A07297  | 239.12   |
| A07317  | 1,001.49 |
| A07324  | 1,972.67 |
| A07331  | 247.83   |
| A07332  | 93.81    |
| A07332A | 171.60   |
| A07333  | 180.46   |
| A07334  | 431.07   |
| A07335  | 149.34   |
| A07336  | 149.34   |
| A07337  | 149.34   |
| A07338  | 151.52   |
| A07339  | 248.47   |
| A07341A | 290.86   |
| A07345  | 3,211.38 |
| A07348  | 278.44   |
| A07350  | 297.18   |
| A07352  | 199.91   |
| A07353  | 325.89   |
| A07355  | 198.16   |
| A07356  | 263.92   |
| A07356A | 771.35   |
| A07357  | 256.01   |
| A07361  | 203.50   |
| A07363  | 233.60   |
| A07364  | 1,279.61 |
| A07366  | 1,193.57 |
| A07369  | 213.75   |
| A07370  | 616.79   |
| A07371A | 104.40   |
| A07371B | 104.40   |
| A07372  | 1,807.89 |
| A07376A | 64.99    |
| A07376B | 67.05    |
| A07376C | 81.10    |
| A07376D | 78.97    |
| A07376E | 83.08    |
| A07376S | 59.50    |
| A07376T | 60.89    |
| A07376U | 60.89    |
| A07376V | 59.97    |

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| A07376W | 61.82    |
| A07379  | 249.80   |
| A07381  | 240.99   |
| A08170B | 958.97   |
| A11334  | 169.25   |
| A11335  | 484.94   |
| A11336  | 125.40   |
| A11341  | 226.22   |
| A11351  | 529.22   |
| A11353  | 129.21   |
| A11354  | 410.23   |
| A11355  | 157.40   |
| A11543  | 872.10   |
| A11550  | 1,436.48 |
| A11554  | 585.36   |
| A11563  | 120.31   |
| A11564  | 110.71   |
| A11565  | 7,906.90 |
| A11583  | 178.79   |
| A11584  | 108.58   |
| A11585  | 111.61   |
| A11586  | 127.50   |
| A11587  | 111.81   |
| A11588  | 129.11   |
| A11589  | 104.47   |
| A11592  | 364.33   |
| A11605  | 155.42   |
| A11606  | 104.51   |
| A11608  | 158.11   |
| A11609  | 128.42   |
| A11610  | 212.12   |
| A11614  | 101.53   |
| A11615  | 123.68   |
| A11630  | 104.97   |
| A11631  | 240.16   |
| A11636  | 103.61   |
| A11638  | 377.94   |
| A12102  | 2,065.46 |
| A12146  | 585.36   |
| A12156  | 103.92   |
| A12157  | 103.92   |

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| A12169 | 2,953.36 |
| A12176 | 887.00   |
| A12194 | 127.40   |
| A12201 | 109.57   |
| A12202 | 104.91   |
| A12203 | 92.43    |
| A12204 | 104.70   |
| A12205 | 92.43    |
| A12210 | 1,681.27 |
| A12216 | 318.02   |
| A12217 | 104.40   |
| A12218 | 344.92   |
| A12226 | 1,275.23 |
| A12229 | 211.07   |
| A12233 | 1,231.64 |
| A12241 | 104.13   |
| A12242 | 104.67   |
| A12243 | 104.34   |
| A12244 | 104.92   |
| A12245 | 104.70   |
| A12246 | 159.03   |
| A12248 | 96.76    |
| A12249 | 104.56   |
| A12250 | 104.45   |
| A12251 | 104.67   |
| A12252 | 104.34   |
| A12253 | 104.34   |
| A12254 | 104.45   |
| A12255 | 104.34   |
| A12256 | 104.45   |
| A12257 | 104.34   |
| A12258 | 104.70   |
| A12259 | 104.40   |
| A12260 | 104.40   |
| A12261 | 104.51   |
| A12262 | 104.40   |
| A12263 | 104.51   |
| A12264 | 104.40   |
| A16450 | 3,960.36 |
| A18733 | 159.15   |
| A18734 | 153.13   |

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| A18735  | 141.48   |
| A18736  | 143.77   |
| A18737  | 152.86   |
| A18738  | 238.89   |
| A18740  | 199.83   |
| A18741  | 136.31   |
| A18742  | 98.03    |
| A18743  | 156.17   |
| A18744  | 86.99    |
| A18745  | 1,542.16 |
| A26786  | 69.34    |
| A26787  | 69.33    |
| A26788  | 70.29    |
| A26789  | 70.61    |
| A26790  | 72.98    |
| A26791  | 68.95    |
| A26792  | 69.27    |
| A26793  | 61.07    |
| A26794  | 70.42    |
| A26795  | 72.98    |
| A26796  | 68.95    |
| A26797  | 69.25    |
| A26798  | 70.29    |
| A26799  | 70.42    |
| A26800  | 72.98    |
| A27701  | 126.06   |
| A27702  | 126.29   |
| A29916A | 86.94    |
| A29916B | 165.75   |
| A29916C | 110.15   |
| A29916D | 86.63    |
| A29916E | 97.88    |
| A29916F | 91.46    |
| A29916G | 99.93    |
| A29916H | 93.32    |
| A29916I | 103.54   |
| A29916J | 111.60   |
| A29916K | 103.54   |
| A29916L | 111.60   |
| A29916N | 111.60   |
| A29916O | 111.60   |

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| A29917  | 794.81   |
| A31251  | 809.78   |
| A33292  | 294.61   |
| A33974  | 1,373.30 |
| A34212A | 306.08   |
| A34212B | 70.18    |
| A34212C | 87.89    |
| A34212D | 52.04    |
| A34212E | 54.19    |
| A34212F | 52.02    |
| A34212G | 52.59    |
| A34212H | 52.58    |
| A34212I | 52.82    |
| A34212J | 52.54    |
| A34212K | 52.00    |
| A34212L | 52.09    |
| A34212N | 54.16    |
| A34212O | 55.55    |
| A34212P | 54.17    |
| A34212Q | 52.13    |
| A34212R | 61.20    |
| A34212S | 53.09    |
| A34212T | 51.92    |
| A34212U | 53.08    |
| A34212V | 52.11    |
| A34212W | 228.18   |
| A34212X | 121.63   |
| A34212Y | 173.46   |
| A34225A | 57.43    |
| A34225B | 57.43    |
| A34225C | 57.43    |
| A34225D | 57.10    |
| A34225E | 57.10    |
| A34225F | 57.10    |
| A34225G | 57.43    |
| A34225H | 57.43    |
| A34225I | 57.43    |
| A34225J | 57.43    |
| A34225K | 57.43    |
| A34225L | 57.43    |
| A34225N | 57.43    |

|         |          |
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| A34225O | 57.43    |
| A34225P | 57.43    |
| A34225Q | 57.43    |
| A34225R | 57.43    |
| A34225S | 57.43    |
| A34225T | 57.43    |
| A34225U | 57.43    |
| A34225V | 57.43    |
| A34225W | 57.43    |
| A34225X | 57.43    |
| A34226A | 57.43    |
| A34226B | 57.43    |
| A34226C | 57.43    |
| A34226D | 57.43    |
| A34226E | 57.43    |
| A34226F | 57.43    |
| A34226G | 57.43    |
| A34226H | 57.43    |
| A34226I | 57.43    |
| A34226J | 57.43    |
| A34226K | 57.43    |
| A34226L | 57.43    |
| A34226N | 57.43    |
| A34226O | 57.43    |
| A34226P | 57.43    |
| A34226R | 71.80    |
| A34226S | 71.80    |
| A34620  | 1,733.89 |
| A36413A | 72.30    |
| A36413B | 73.04    |
| A36413C | 69.18    |
| A36413D | 75.66    |
| A36413E | 72.93    |
| A36413F | 71.84    |
| A36413G | 71.91    |
| A36413H | 73.80    |
| A36413I | 73.78    |
| A36413J | 77.97    |
| A36413K | 74.06    |
| A36413L | 80.61    |
| A36413N | 68.47    |

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| D01207  | 11,869.95 |
| D05764  | 438.13    |
| D12010  | 108.36    |
| D12013  | 99.25     |
| D12013A | 117.40    |
| D12014  | 244.19    |
| D12015  | 201.41    |
| D12017  | 105.41    |
| D12017A | 150.62    |
| D12018  | 125.48    |
| D12018A | 75.18     |
| D12021  | 138.57    |
| D12037  | 147.94    |
| D12039  | 202.21    |
| D12048  | 285.35    |
| D12049  | 191.80    |
| D12053  | 135.91    |
| D12055  | 60.71     |
| D12056  | 58.09     |
| D12267  | 60.72     |
| D12268  | 65.27     |
| D12269  | 116.10    |
| D12270  | 79.46     |
| D12271  | 682.04    |
| D12436  | 75.75     |
| D12514  | 136.70    |
| D13071  | 118.79    |
| D13072  | 142.60    |
| D13111  | 136.18    |
| D13113  | 128.68    |
| D13114  | 110.23    |
| D13139I | 52.04     |
| D13144K | 554.66    |
| D13144L | 2,668.59  |
| D13144Z | 909.12    |
| D13145  | 229.75    |
| D13145A | 311.01    |
| D13145B | 50.00     |
| D13145D | 191.79    |
| D13145E | 227.08    |
| D13145F | 5,649.99  |

|         |          |
|---------|----------|
| D13145L | 220.13   |
| D13161  | 90.42    |
| D13244  | 157.17   |
| D13578  | 124.67   |
| D13580  | 58.66    |
| I00048  | 120.17   |
| I00063  | 77.68    |
| I00064  | 61.89    |
| I00078B | 66.55    |
| I00140  | 63.79    |
| I00153  | 110.83   |
| I00154  | 289.31   |
| I00199  | 109.02   |
| I00203  | 155.64   |
| I00221  | 143.66   |
| I00227  | 71.81    |
| I00230  | 91.50    |
| I00234  | 130.22   |
| I00236  | 143.54   |
| I00241  | 77.15    |
| I00250B | 96.03    |
| I00251  | 164.74   |
| I00251A | 86.19    |
| I00254  | 72.41    |
| I00263  | 186.40   |
| I00265  | 101.66   |
| I00270B | 50.48    |
| I00270C | 50.22    |
| I00272  | 120.60   |
| I00278  | 73.05    |
| I00282  | 907.28   |
| I00593  | 3,850.25 |
| I00593A | 395.49   |
| I00602  | 245.86   |
| I00603  | 1,189.22 |
| I00621  | 135.55   |
| I00622  | 78.34    |
| I00623  | 131.77   |
| I00624  | 633.87   |
| I00635  | 123.30   |
| I00648  | 74.07    |
| I00649  | 74.14    |
| I00650  | 372.33   |

|              |                   |
|--------------|-------------------|
| I00651       | 76.32             |
| I00734       | 51.46             |
| I00797       | 4,942.70          |
| I00877       | 68.71             |
| I01016       | 51.92             |
| I01060       | 52.58             |
| I01104       | 172.97            |
| I01149       | 110.81            |
| I01150       | 50.44             |
| I01160       | 90.05             |
| I01172       | 1,103.17          |
| <b>Total</b> | <b>521,778.32</b> |

**City Council Regular**

**Date:** 06/24/2024  
**Title:** Public Hearing and Resolution Setting Annual TBID Assessment for Fiscal Year 2025  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council conduct a public hearing and approve the resolution setting the assessment for the Tourism Business Improvement District.

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

The following annual assessment resolution has been completed by the Finance Department and the assessments are ready to be placed on the tax files.

Tourism Business Improvement District

The TBID assessment is \$4 per rented room per night and did increase by \$2 from last Fiscal Year.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve and provide additional guidance to staff
- Amend and approve the resolution

**FISCAL EFFECTS**

The City of Billings acts as a pass-through of these assessments as approved by the elected body.

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**Attachments**

Resolution TBID

**RESOLUTION NO. 24 -**

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**A RESOLUTION SETTING ANNUAL ASSESSMENTS  
WITHIN THE BILLINGS TOURISM BUSINESS  
IMPROVEMENT DISTRICT AND PROVIDING  
NOTICE, HEARING AND ADOPTION**

**WHEREAS**, the City Council created the Tourism Business Improvement District No. 0002 (“TBID”) on April 10, 2017, by adopting Resolution No. 17-10614; and

**WHEREAS**, following approval of the annual TBID work plan and budget, the City Council may, by resolution, set the next fiscal year assessment upon all property in the district using as a basis the method set forth in Resolution 17-10619, Section 7, and as prescribed in 7-12-1133(2)(c), MCA; and

**WHEREAS**, the property to be assessed are all hotels within the District, as described in Resolution 17-10619, Section 4, with 6 or more rooms; and

**WHEREAS**, the City Council has duly considered the matter.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF BILLINGS AS FOLLOWS:**

1. Assessments for Fiscal Year 2025. The TBID assessment for fiscal year 2025 is hereby fixed, levied and assessed against each and every parcel of real property within the TBID. Each parcel shall pay to the City that portion of the total TBID assessment imposed annually. The assessment is \$4.00 per occupied hotel/motel room night.

2. Notice of Hearing. On Monday, June 24, 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.

3. Effective Date. This resolution shall be effective upon adoption.

**ADOPTED AND APPROVED** by the City Council of the City of Billings, Montana this 24<sup>th</sup> day of June, 2024.

CITY OF BILLINGS

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

ATTEST:

By: \_\_\_\_\_  
Denise R. Bohlman, City Clerk