****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.

CITY OF Billings

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

REVISED 7/16/24
CONSENT AGENDA ITEM 1E - ATTACHMENT ADDED
CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS | JULY 22, 2024 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Gulick

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

MINUTES:

- June 24, 2024
- July 8, 2024

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

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

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

1. **W.O. 22-44: Zone 1, Water Storage Improvements, Schedule 1 - Construction Contract.** (Opened 6/04/24) Recommend rejecting all bids.
2. **W.O. 22-44: Zone 1, Water Storage Improvements, Schedule 2 - Construction Contract.** (Opened 6/04/24). Recommend rejecting all bids.
3. **W.O. 24-38: Wicks Lane Stormwater Improvements, Phase II.** (Opened 6/18/24) Recommend Askin Construction for Schedule 1 and Schedule 1 Additive Alternate.
4. **2025 58,000 GVW 12-Yard Dump Truck.** (Opened 6/18/24). Recommend I-State Truck Center.

B. **Amendment No. 3** with Mead & Hunt, Inc. for Air Service Consulting Services.

C. **Scheduled Airline Operating Agreement and Terminal Building Lease** with Sun Country Inc.

D. **Water Line Agreement** with the County Water District of Billings Heights for reimbursement funds associated with work completed under W.O. 24-38: Wicks Lane Stormwater Improvements.

E. **Collective Bargaining Agreement** - Teamsters Local 190.

F. **Grant Application Request** for Environmental and Climate Justice Community Change Grants Program in the Billings EBURD and North Park Neighborhoods.

G. **US Department of Energy Efficiency and Conservation Block Grant Funds** to recoup general fund dollars spent on irrigation pumps and controllers at three City parks.

H. **Acknowledge Receipt of Petition to Vacate** Block 51 Foster's Addition Alley and setting a Public Hearing for August 12, 2024.

I. **Perpetual Right-of-Way Easements** from G2 Investments, LLC, for the trail construction along the Yellowstone River.

J. **Final Plat** of Lake Hills Subdivision, 40th Filing. *Quasi-Judicial

K. **Resolution** authorizing the submission of a grant application to the Montana Coal Endowment Program infrastructure planning grant.

L. **Resolution** authorizing the sale and prescribing the form and terms for the Expanded North 27th Street Bonds.

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

1. June 17, 2024
2. June 24, 2024

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

REGULAR AGENDA:

2. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code (BMCC) Sections 24-457, Violation records; 24-467 Failure to pay parking fees; 24-473, Penalties; 24-1004 Parking violation-Procedure generally; 24-1005, Same-Response failure action; 24-1006,Violation citation compliance failure; warrant for arrest; and 24-1011, Penalty for violations. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance amending BMCC, Sections 24-457, Violation records; 24-467 Failure to pay parking fees; 24-473, Penalties; 24-1004 Parking violation-Procedure generally; 24-1005, Same-Response failure action; 24-1006,Violation citation compliance failure; warrant for arrest; and 24-1011, Penalty for violations, recommended by staff.

3. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward V to include recently annexed property in Amended Ridgeline Subdivision Annexation. Staff recommends approval.

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

4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1052:** located at Lot 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing. Zoning Commission recommends approval and adoption of the 10 review criteria. *Quasi-Judicial

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1052 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

5. **RESOLUTION** approving and adopting Cottonwood Park Master Plan. Staff recommends approval.

   Recommended Motion: I move to approve a resolution adopting Cottonwood Park Master Plan, as recommended by staff.

6. **RECONSIDERATION OF MOTION FOR RESOLUTION** approving Municipal Court Judges Salary Increase. Staff recommends approval.

   Recommended Motion: I move to approve a resolution approving Municipal Court Judges' Salary Increase, 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:

1. **Budget and Employee Pay**. (CM Kennedy)

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

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City Council Regular

Date:	07/22/2024
Title:	W.O. 22-44: Zone 1, Water Storage Improvements, Schedule 1 - Construction Contract
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council reject all bids received for W.O. 22-44: Zone 1, Water Storage Improvements, Schedule 1 - Construction Contract.

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

Within the City of Billings' water distribution system, pressure zone #1 serves the central part of the City that includes areas north of I-90 and east of Virginia Lane or 5th Street West. The 2023 Water Masterplan identified Zone 1 as deficient in water storage to meet current demands. Additional storage is needed to address primarily emergency storage reserves. However, adjacent pressure zones are able to contribute to a portion of the emergency storage needs. W.O. 22-44 would add a 3 million gallon storage tank to Zone 1, and include a new water main from the 6th Avenue Bypass to feed the new reservoir. The project was split into separate schedules for bidding purposes. Schedule 1 primarily involves the construction of the waterline, and Schedule 2 primarily involves the construction of the new water tank. This memo relates to Council action on the bids received for Schedule 1, waterline. Staff recommends rejection of all bids and to delay the Zone 1 project until additional funding is available due to funding higher priority projects (e.g. the Zone 4 pump station and pipeline).

W.O. 22-44: Zone 1, Water Storage Improvements, Schedule 1 was advertised on April 19 and 26, and May 3, 10, 17, 24, and 31, 2024 in the *Yellowstone County News* and on the City's website. Bids were opened on June 4, 2024. Three bids were received. Askin Construction submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Not award a contract and reject all bids; or
- Award a construction contract to Askin Construction in the amount of $997,215; which would adversely affect the City's ability to proceed with other water projects that have a higher priority

FISCAL EFFECTS

The following bids were received:

BIDDER (CONTRACTOR)	TOTAL AMOUNT BID
Askin Construction	$997,315.00
Western Municipal Construction	$1,012,340.00
COP Construction	$1,030,100.00

W.O. 22-44 Zone 1 was budgeted in FY25 using Water Funds. However, the Zone 4 project is a higher priority based on the CIP project ranking than Zone 1. The Zone 4 pump station project recently bid and resulted in higher than anticipated costs. The Zone 1 project will be delayed and re-bid in the future.

City Council Regular

Date:	07/22/2024
Title:	W.O. 22-44: Zone 1, Water Storage Improvements, Schedule 2 - Construction Contract
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council reject all bids received for W.O. 22-44: Zone 1, Water Storage Improvements, Schedule 2.

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

Within the City of Billings' water distribution system, pressure zone #1 serves the central part of the City that includes areas north of I-90 and east of Virginia Lane or 5th Street West. The 2023 Water Masterplan identified that Zone 1 is deficient in water storage to meet current demands. Additional storage is needed to address primarily emergency storage reserves. However, adjacent pressure zones are able to contribute to a portion of the emergency storage needs. W.O. 22-44 would add a 3 million gallon storage tank to Zone 1, and include a new water main from the 6th Avenue Bypass to feed the new reservoir. The project was split into separate schedules for bidding purposes. Schedule 1 primarily involves the construction of the waterline, and Schedule 2 primarily involves the construction of the new water tank. This memo relates to Council action on the bids received for Schedule 2, the tank. Staff recommends rejection of all bids and to delay the Zone 1 project until additional funding is available due to funding higher priority projects (e.g. the Zone 4 pump station and pipeline).

W.O. 22-44 Zone 1 Water Storage Improvements, Schedule 2 was advertised on April 19 and 26, and May 3, 10, 17, 24, and 31, 2024 in the *Yellowstone County News* and on the City's website. Bids were opened on June 4, 2024. Three bids were received. COP Construction submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Not award a contract and reject all bids; or
- Award a construction contract to COP Construction for the amount of $4,306,610; which would adversely affect the City's ability to proceed with other water projects that have a higher priority

FISCAL EFFECTS

The following bids were received:

BIDDER (CONTRACTOR)	TOTAL AMOUNT BASE BID (D110 TANK)	TOTAL AMOUNT ALTERNATE #1 (D115 TANK)
COP Construction	$4,306,610	$6,177,950
Western Municipal Construction	$4,774,116	$6,125,440
Askin Construction	$4,774,750	$6,899,720

W.O. 22-44 Zone 1 was budgeted in FY25 using Water Funds. However, the Zone 4 project is a higher priority based on the CIP project ranking than Zone 1. The Zone 4 pump station project recently bid and resulted in higher than anticipated costs. The Zone 1 project will be delayed and re-bid in the future.

City Council Regular
Date: 07/22/2024
Title: W.O. 24-38: Wicks Lane Stormwater Improvements, Phase II, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: NA

RECOMMENDATION

Staff recommends that City Council award a contract for W.O. 24-38: Wicks Lane Stormwater Improvements, Phase II, Schedule 1 and the Schedule 1 Additive Alternate, to Askin Construction in the amount of $1,868,911.

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

W.O. 24-38, Wicks Lane Stormwater Improvements, Phase II, is a regional storm drainage improvement project that will construct a trunk storm drain main within Wicks Lane. This Phase II project completes the overall storm drain improvement project by installing a 54-inch diameter main along Wicks Lane from Moose Hollow to one of the City's primary stormwater outfalls located just east of River View Drive. Phase I of this project was completed earlier this year and installed trunk mains in Bitterroot Drive and in a portion of Wicks Lane west of Moose Hollow. Completion of this storm drain pipe is a prerequisite to construct the remaining Wicks Lane street improvements west of Bitterroot Drive.

A regional storm drain trunk main for this portion of the Heights was first identified in a 1989 master plan. However, based upon funding, city-wide drainage infrastructure needs and the development climate at the time, this project has only recently been identified as a priority. At the time of the previous master plan, regional drainage for this area was planned to discharge into Five Mile Creek north of Mary Street. During design of this project, an alternate route was developed which utilizes the existing Yellowstone River outfall corridor east of River View Drive, resulting in a significant cost savings from the original plan while still meeting the regional drainage needs of the east Heights.

To capitalize on the market price fluctuation of large diameter storm drain pipe, two different types of storm drain pipe and an alternative were bid in separate schedules. The lowest schedule selected is for installation of a reinforced concrete pipe. The additive alternate for this project is to install a water quality treatment unit located at the outfall. Additionally, included within this project is replacement of a 6-inch asbestos cement County water main per the County Water District's request. The cost to replace the water main will be entirely reimbursed by the County Water District of Billings Heights as detailed in the attached agreement, considered by Council as a separate agenda item.

The project was advertised on May 24, May 31, June 7, and June 14, 2024, in the Yellowstone County News and on the City's website. Bids were opened on June 18, 2024, and three bids were received. Askin Construction, submitted the lowest, responsible bid for the desired schedule for which the City has adequate funding.

STAKEHOLDERS

The County Water District of Billings Heights (Heights Water) is an additional stakeholder in this project and will provide reimbursement for project costs related to replacement of their main within the project limits.

ALTERNATIVES

City Council may:

- Award W.O. 24-38: Wicks Lane Stormwater Improvements, Phase II, Schedule 1 and the Schedule 1 Additive Alternate to Askin Construction in the amount of $1,868,911; or,
- Do not award a contract and reject all bids. If the project is not awarded, the City's storm drainage infrastructure in this portion of the east Heights will continue to be undersized and unable to meet both current and future needs.

FISCAL EFFECTS

The following bids were received:

	Lowest Combined	Schedule 1	Schedule 1 Additive	Schedule 2 Base	Schedule 2 Additive

CONTRACTOR	**Base Bid plus Additive Alternate**	Base Bid (RCP Option)	Alternate (Water Quality Unit)	Bid (FRP Option)	Alternate (Water Quality Unit)
Askin Construction	**$1,868,911.00**	$1,688,911.00	$180,000.00	$1,819,040.40	$180,000.00
COP Construction	**$1,892,313.00**	$1,699,313.00	$193,000.00	$2,000,177.00	$150,000.00
Western Municipal Construction	**$2,295,966.20**	$2,085,966.20	$210,000.00	$2,012,902.80	$210,000.00

The project was budgeted in FY25 utilizing Storm funds and State-Local Infrastructure Partnership Act grant funds. Additionally, the County Water District of Billings Heights will provide reimbursement for work related to replacement of their water main within the project limits. That amount is anticipated to be $252,366.40. There are adequate funds to award this contract.

Attachments

County Water District of Billings Heights Waterline Agreement

WATER LINE AGREEMENT

This **WATER LINE AGREEMENT** ("Agreement") is entered into this date of _____**,** by and between **THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS** (the **"**CWDBH**")** and **CITY OF BILLINGS** (the "CITY"), individually referred to as "Party" and collectively referred to as "Parties".

PURPOSE

The purpose of this Agreement is to establish the contributions, duties, and ownership interests understood and agreed upon by the Parties to replace the CITY storm main drain pipe with Wicks Lane and CWDBH water line within Wicks Lane from Moose Hollow Road to the intersection of Duran Drive, commonly known and referred to as Wicks Lane Storm Pipe and Water Line Improvements (hereinafter, the "PROJECT"). The PROJECT will occur as part of a CITY replacement of the existing storm main drain pipe located within Wicks Lane. The Parties are mutually benefitted by replacement of the CWDBH water line at the same time as the replacement of the CITY storm main drain pipe within Wicks Lane.

SCOPE OF WORK

The proposed scope of work for the PROJECT is to replace a portion of the existing CWDBH water line and appurtenances within Wicks Lane as part of the CITY'S project to replace its storm main drain pipe located within Wicks Lane.

RECITALS

WHEREAS, the PROJECT will benefit the CWDBH and CITY facilities; and

WHEREAS, the CWDBH agrees to participate in a cost contribution to complete the CWDBH water line replacement portion of the PROJECT.

NOW THEREFORE, in consideration of the foregoing recitals incorporated herein as part of the Agreement, CWDBH and CITY understand and agree:

1) The CITY will be the Owner of the PROJECT.

2) The PROJECT will be publicly bid by the CITY, as Owner of the PROJECT.

3) The CITY shall solely contract with the successful bidder to complete the PROJECT.

4) The cost of the CWDBH water line replacement portion of the PROJECT will be borne by the CWDBH. The CWDBH will contribute to the water line and appurtenance replacement cost shown on Exhibit A, attached hereto and incorporated, herein.

5) The total bid cost of the CWDBH water line and appurtenance replacement for the PROJECT is $252,366.40.

6) Upon construction of the PROJECT by the CITY, the CITY will submit to the CWDBH an invoice for the actual total construction cost of the PROJECT and detailing the amount of the CWDBH's contribution of the cost of the CWDBH water line and appurtenance replacement for the PROJECT, and the CWDBH will pay to the CITY, in full, the invoiced contribution amount within 30 days of invoicing. Any change orders applicable to the construction of the CWDBH water line replacement or appurtenances submitted to the CITY by the contractor during construction of the PROJECT will be copied to CWDBH, and CWDBH agrees to pay the costs of any applicable change orders and to remit such payment to CITY within 30 days of receipt of the change order costs.

7) This Agreement is limited to the contributions, duties, and ownership interests of the CWDBH and the CITY, as Owner of the PROJECT, and covers what is hereby written. Modifications within the scope of work of the Agreement shall be made by mutual consent of the Parties by the issuance of a written modification signed and dated by all the Parties prior to any changes of the Agreement being made.

8) The CWDBH agrees to review and accept construction design plans and specifications of the PROJECT, attend project meetings as requested during construction of the PROJECT, respond to questions in a timely manner during construction of the PROJECT, and attend the final acceptance walkthrough of the PROJECT. The CITY agrees to enforce PROJECT's two-year warranty for water line and appurtenance work with PROJECT's contractor.

9) The Parties agree that the CWDBH will automatically take full ownership, operation, maintenance, control and responsibility of the CWDBH water line and appurtenance replacement for the PROJECT upon the effective date of acceptance of the PROJECT by the CITY, as Owner of the PROJECT.

10) Upon the effective date of taking ownership of the CDWDBH water line and appurtenances replacement for the PROJECT, the CWDBH hereby releases and agrees to protect, indemnify, and hold harmless the CITY and its respective City Council members, agents and employees from and against any and all claims, demands, causes of action, and damages, including attorney fees, resulting from any accident, incident, and occurrence of whatsoever kind and nature, which they, or any person or entity shall or may at any time sustain or incur by reason or in consequence of, or arising in connection with, the installation, use, operation, and maintenance of the CWDBH water line and appurtenance replacement by the PROJECT.

11) In the event of a dispute arising out of the performance of this Agreement, either Party may send a written notice of dispute to the other Party, and within fifteen (15) working days of receipt of such notice, the notified Party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute. No settlement remedy herein conferred is intended to be exclusive of any other remedy existing at law or in equity or otherwise.

12) Any notice to be given to the Parties hereunder will be addressed as follows (until notice of a different address is given to the Parties):

County Water District of Billings Heights
Board of Directors
1540 Popelka Drive
Billings, MT 59105

CITY OF BILLINGS
City Administrator
210 N. 27th Street
P.O. Box 1178
Billings, MT 59103

13) This Agreement shall be construed in accordance with the laws of the State of Montana and venue with respect to any suit in connection with this MOU will be the Thirteenth Judicial District Court, Yellowstone County, Montana.

14) This Agreement is not in effect until signed by all Parties.

TERM

This Agreement shall become effective on the date entered above and will remain in effect until satisfactory final completion and acceptance of the PROJECT by the CITY, as Owner of the PROJECT, and all cost CWDBH'S sharing commitments have been met.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as follows:

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

By _____
Doug Kary, President
Board of CWDBH

CITY OF BILLINGS

By:_____
William A. Cole, Mayor

Exhibit A: W.O. 24-38; Wicks Lane Water and Storm Sewer Pipe Cost

Construction Total **$1,868,911.00** **= Base Bid Plus Additive Alternate**

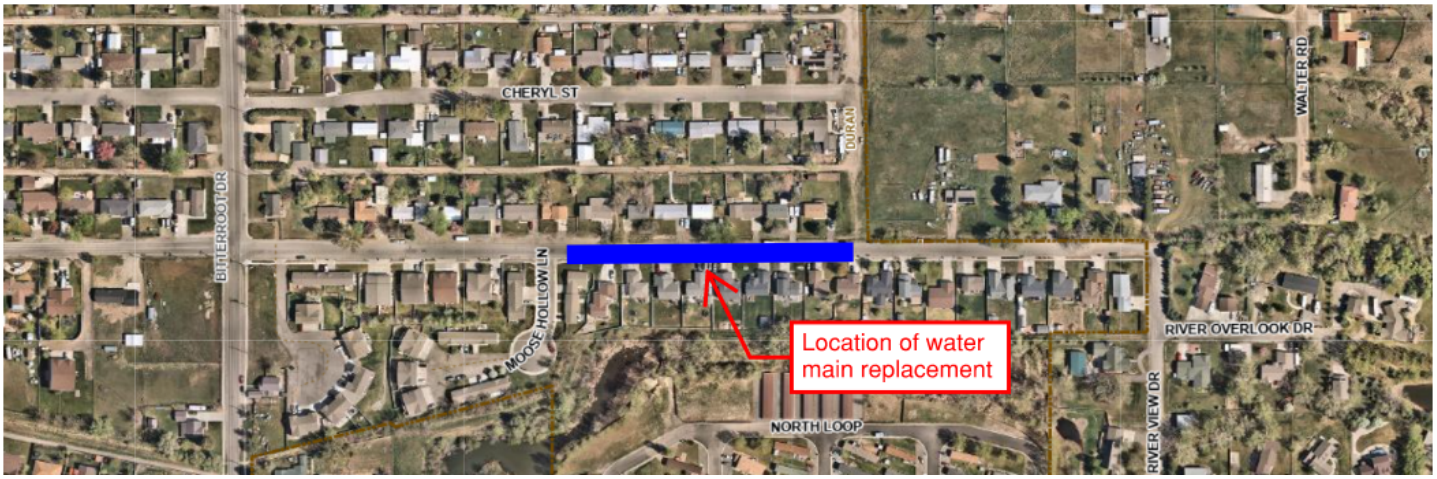
Total of General Items	$321,300.00
Stormwater Portion of General Items (86.50%)	$277,913.60
Water Portion of General Items (13.50%)	$43,386.40

	Subtotal of Related Items	$ Portion of General Items	Final Total of Funding Items
Storm Funds	$1,338,631.00	$277,913.60	$1,616,544.60
Water Funds	$208,980.00	$43,386.40	**$252,366.40**

Low Bid Contractor Cost Breakdown

				Askin Construction's Bid	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price	Total Price
General Items					
1100	Mobilization/Demobilization	1	LS	$180,000.00	$180,000.00
1101	Insurance, Bond, Permits	1	LS	$75,000.00	$75,000.00
1102	SWPPP Permits and Operations	1	LS	$10,000.00	$10,000.00
1103	Traffic Control	1	LS	$32,000.00	$32,000.00
1104	Changeable Message Sign (CMS)	7	DAYS	$200.00	$1,400.00
1105	Certified Flaggers	12	DAYS	$1,200.00	$14,400.00
1105	Exploratory Excavation	20	HR	$425.00	$8,500.00
				Subtotal of General Items	*$321,300.00*
Demolition					
1200	Tree Removal, Class I	26	EA	$500.00	$13,000.00
1201	Tree Removal, Class III	3	EA	$2,000.00	$6,000.00
1202	Tree Removal, Class IV	4	EA	$5,000.00	$20,000.00
1203	Wicks Outfall Demolition	1	LS	$6,500.00	$6,500.00
1204	Tree Removal along Wicks Outfall	1	LS	$7,000.00	$7,000.00
1205	Tree & Shrub Trimming	80	HR	$280.00	$22,400.00
1206	Surface Demolition and Site Prep	1	LS	$30,000.00	$30,000.00
1207	Remove Existing 36" RCP & Structures	1,311	LF	$30.00	$39,330.00
1208	Remove Existing 54" Tie-In	1	EA	$6,600.00	$6,600.00
1209	Remove and Replace Existing Traffic Signs	1	EA	$827.00	$827.00
1210	Remove and Replace Existing Mailbox	11	EA	$389.00	$4,279.00
				Subtotal of Demolition Items	*$155,936.00*
Earthwork/Surface Improvements					
1300	3" Asphalt-Cement Pavement	2,136	SY	$30.00	$64,080.00
1301	1.5" Minus Base Course	870	CY	$85.00	$73,950.00
1302	Non-Woven Geotextile Fabric	272	SY	$3.00	$816.00
1303	Vegetative Restoration	1	LS	$10,000.00	$10,000.00
1304	Erosion Control Blankets	214	SY	$16.00	$3,424.00
1305	Embankment Placement	172	CY	$18.00	$3,096.00
1306	CL Monument Replacement	1	EA	$1,200.00	$1,200.00
1307	Road Closure Barricade	1	EA	$1,600.00	$1,600.00
1308	Road Barrier Gate	1	EA	$2,100.00	$2,100.00
				Subtotal of Earthwork/Surface Improvements Items	*$160,266.00*
General Utility Items					
1400	Underground Dry Utility Crossing	5	EA	$1,400.00	$7,000.00
1401	Non-Woven Geotextile Fabric (Pipe Bedding)	1,448	LF	$13.00	$18,824.00
1402	Imported Trench Backfill	200	CY	$40.00	$8,000.00
				Subtotal of General Utility Items	*$33,824.00*
Water					

1500	Remove Existing AC Water Main	619	LF	$20.00	$12,380.00
1501	Temporary Water Supply	1	LS	$30,000.00	$30,000.00
1502	6" Water Main	51	LF	$225.00	$11,475.00
1503	8" Water Main	595	LF	$135.00	$80,325.00
1504	8" Gate Valve	1	EA	$3,500.00	$3,500.00
1505	8" x 6" Tee	2	EA	$1,250.00	$2,500.00
1506	3/4" Water Service	498	LF	$100.00	$49,800.00
1507	Reconnect to Existing Water Main	3	EA	$3,000.00	$9,000.00
1508	Hydrant Assembly	1	EA	$10,000.00	$10,000.00
				Subtotal of Water Items	*$208,980.00*
Storm Drain					
1600	54" Dia. RCP Storm Drain	1,448	LF	$450.00	$651,600.00
1601	54" Dia. Flared End Terminal Section	1	EA	$8,000.00	$8,000.00
1602	96" Dia. Manhole	1	EA	$25,000.00	$25,000.00
1603	96" Dia. Manhole - Extra Depth	15	VF	$800.00	$12,000.00
1604	54" Dia. Tee Manhole	3	EA	$10,000.00	$30,000.00
1605	54" Dia. Tee Manhole - Extra Depth	38.2	VF	$250.00	$9,550.00
1606	Wicks Storm Outfall Treatment	1	LS	$14,000.00	$14,000.00
1607	Reconnect Existing Storm Drain Laterals	2	EA	$3,100.00	$6,200.00
				Subtotal of Storm Drain Items	*$756,350.00*
Irrigation					
1700	8" Dia. Irrigation Pipe	752	LF	$40.00	$30,080.00
1701	8" Dia. Flared End Terminal Section	2	EA	$600.00	$1,200.00
1702	8" Inline Valve	2	EA	$2,000.00	$4,000.00
1703	8" Slide Gate	1	EA	$1,800.00	$1,800.00
1704	8" x 8" Tee	1	EA	$550.00	$550.00
1705	8" Cleanout	1	EA	$1,000.00	$1,000.00
1706	30" Dia. Manhole	1	EA	$2,000.00	$2,000.00
1707	18" Dia. CMP	83	LF	$75.00	$6,225.00
1708	18" Dia. Flared End Terminal Section	6	EA	$900.00	$5,400.00
				Subtotal of Irrigation Items	*$52,255.00*
Base Bid Schedule 1000 - Total Bid Price					**$1,688,911.00**
Alternate Bid Schedule 1000					
1800	Stormwater Treatment Device	1	EA	$180,000.00	$180,000.00
Alternate Bid Schedule 1000 Total Bid Price					**$180,000.00**



City Council Regular
Date: 07/22/2024
Title: 12-Yard Dump Truck, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION
Staff recommends purchasing a 2025 58,000 GVW 12-yard dump truck from I-State Truck Center in the amount of $134,462, which includes a trade amount and a warranty.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The purchase of a dump truck is included in the FY25 Equipment Replacement Plan (ERP) and FY25 Street & Traffic budget. The purchase will replace an existing unit which will be traded in.

The 2025 58,000 GVW 12-yard dump truck was advertised on May 31st and June 7th, 2024, in the Yellowstone County News and on the City's website. Bids were opened on June 18th and one bid was received. I-State Truck Center submitted the only bid. Although only one vendor submitted a bid, the bid was less than the budgeted amount and the pricing is comparable to market conditions in the region.

ALTERNATIVES
City Council may:

- Approve the purchase of the 2025 58,000 GVW 12-yard dump truck; or,
- Not approve the purchase and reject all bids. If not approved, the dump truck will likely require extensive repair costs and downtime as this unit is nearing the end of its useful life.

FISCAL EFFECTS
The following bid was received:

Vendor	Price of Dump Truck	Trade-In Allowance	5-Year Warranty	Total Bid
I-State Truck Center	$151,500	$20,000	$2,962	$134,462

The truck is budgeted in FY25 using water and wastewater funds. There is sufficient budget available for this purchase.

City Council Regular

Date:	07/22/2024
Title:	Amendment Three with Mead & Hunt, Inc. for Air Service Consulting Services for FY2025
Presented by:	Jeff Roach
Department:	Airport
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve Amendment Three with Mead & Hunt, Inc., for air service consulting services for Fiscal Year 2025.

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

On January 23, 2023, the City Council approved a five-year agreement with Mead & Hunt, Inc. to provide all the Airport's air service consulting services. City Council awarded the agreement after a Request for Qualifications (RFQ) process, which was advertised on November 18, 25, and December 2, 2022. The five-year term agreement is amended each time a new project is undertaken. Amendment One, for $33,255, was approved on February 21, 2023 for the remainder of Fiscal Year 2023 for air service development services. Amendment Two, for $118,180, was approved on July 1, 2023, for all the air service consulting services for Fiscal Year 2024. This Amendment Three, for $114,900, is for all the air service consulting services for Fiscal Year 2025 for the Project outlined in the April 9, 2024 proposal and scope of work.

The Project continues with a more extensive air service development effort, with detailed analysis of visitation, market, and destination metrics, the items specifically requested by airlines at recent JumpStart Conferences. An entire fiscal year of performance and airfare monitoring and a Community Meeting are also part of this Project. This meeting serves several purposes. First, these meetings help educate and inform key members of the community involved in the Airport's ongoing air service development efforts and current air service trends either currently affecting, or that may affect the Airport. Second, progress meetings can be useful for sharing results after the completion of key air service development tasks. Mead & Hunt staff will convey the results of airline meetings, air service conferences, or updates to the air service development plan to members of the community including City representatives, various boards and Chambers of Commerce. These meetings are also a forum to discuss how the market is performing, how the air service development plan is progressing, and next steps in the process to either retain service or further develop air service at the Airport. The Fiscal Year 2023 project included assistance with completion of another Small Community Air Service Development Program (SCASDP) Grant application whereby the City of Billings applied for federal assistance to implement an air service incentive initiative to bring additional air service to Billings. The Airport was awarded a second SCASDP Grant and is currently working to get new daily service to California using the SCASDP Grant as an incentive.

ALTERNATIVES

City Council may:

- Approve Amendment Three with Mead & Hunt for FY25 air service consulting services; or,
- Not Approve Amendment Three with Mead & Hunt for FY25 air service consulting services.

FISCAL EFFECTS

The cost of air service consulting services proposed in Amendment Three is $126,100. The Airport is electing to be billed monthly for the project tasks, resulting in a cost reduction of $11,200, for a total cost of $114,900. Sufficient funds have been budgeted in the Airport's FY25 budget for this project.

Attachments

Amendment No 3 - M&H

AMENDMENT THREE

TO

CONSULTANT AGREEMENT

FOR AIR SERVICE CONSULTING SERVICES

BY AND BETWEEN

CITY OF BILLINGS, MONTANA

AND

MEAD & HUNT, INC.

DATED February 7, 2023

This AMENDMENT, made and entered into on _____by and between the following:

City of Billings, Montana, a Municipal Corporation
P.O. Box 1178, Billings, Montana 59103, hereinafter designated as "CITY"

And

Mead & Hunt., a Wisconsin Corporation
2011 Commerce Drive, Suite D103, Peachtree City, GA 30269, hereinafter designated as "CONSULTANT"

WITNESSETH:

WHEREAS, the CITY and the CONSULTANT have entered into a Consultant Agreement for air service consulting services dated February 7, 2023, (the "Master Agreement") and

WHEREAS, the CITY has a need for air service consulting services for the Fiscal Year 2025, and

WHEREAS, the CONSULTANT represents that they are qualified to perform such services, are in compliance with the Montana Statutes relating to the provision of such services, and are available and willing to furnish such services to the CITY.

NOW THEREFORE, in consideration of the term, conditions, covenants and performance contained herein, or attached and incorporated herein, the parties agree to amend the **February 7, 2023** Agreement, and all related exhibits as follows:

SCOPE OF SERVICES

The following general items of work listed below are identified as the PROJECT, and incorporated into the Master Agreement by this AMENDMENT THREE for the air service consulting services for Fiscal Year 2025 (beginning July 1, 2024 and ending June 30, 2025):

ITEM	DESCRIPTION
1	Airline Headquarters Meeting – 4 in-person meetings
2	Industry Conferences – 4 annual conferences
3	True Visitation Estimate – 1 report
4	True Market Estimate – 1 report
5	Destination Analysis – 1 report
6	Quarterly Performance Monitoring – 4 reports
7	Airline Monitoring – 4 reports
8	Community Meeting – 1 meeting
9	Additional Services as requested (up to 24 hrs)

The specific services for this PROJECT to be provided or furnished by the CONSULTANT under this AMENDMENT are the services (and related items and conditions) set forth in the *Proposal and Agreement for Air Service Consulting Services* dated April 9, 2024, a copy of which is included as ATTACHMENT 1 and incorporated by reference.

COMPENSATION

CONSULTANT will be compensated for the work described under the Scope of Services in ATTACHMENT 1 for a monthly fee of $8,425/month for a total of $101,100 for the 12-month period. CONSULTANT will bill associated expenses (e.g., pro-rated registration, airfare, hotel, meals, printing) at cost as incurred. Expenses for the 12-month period are estimated to be an additional $13,800 and will not exceed this amount. The total contract cost is $114,900.

CONSULTANT'S RESPONSIBILITY

The provisions of Paragraph 7: Agreements of Consultant, from the Master Agreement are hereby incorporated by reference.

CITY'S RESPONSIBILITY

The provisions of Paragraph 8: Agreements of City, from the Master Agreement are hereby incorporated by reference.

OTHER MODIFICATIONS TO MASTER AGREEMENT

There are no other modifications to the Master Agreement.

ATTACHMENTS

Proposal and Agreement for Air Service Consulting Services dated April 9, 2024.

APPROVAL AND ACCEPTANCE

Approval and Acceptance of this Amendment, including the Attachment listed above, shall incorporate this document as part of the Master Agreement. CONSULTANT is authorized to begin performance of the Project on July 1, 2024, which date is confirmed upon receipt of a copy of this Amendment signed by the CITY.

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

CITY OF BILLINGS, MONTANA	**MEAD & HUNT, INC.**
_____	_____
MAYOR	SIGNATURE
	JOSEPH PICKERING
	PRINT NAME
APPROVED AS TO FORM:	VICE PRESIDENT
	PRINT TITLE
_____	
CITY ATTORNEY'S OFFICE	
ATTEST:	
_____	
DENISE BOHLMAN, CITY CLERK	

Mead & Hunt
2440 Deming Way
Middleton, Wisconsin 53562
608-273-6380
meadhunt.com

April 9, 2024

Jeff Roach
Airport Director
Billings Logan International Airport
1901 Terminal Circle, Suite 216
Billings, MT 59105

Subject: Proposal and Agreement for Air Service Consulting Services

Dear Jeff:

It is my understanding the Billings Logan International Airport (BIL) is interested in a proposal of recommended air service consulting services for fiscal year (FY) 2025. Tasks are sorted based on what is considered to be the highest priority. Mead & Hunt is pleased to submit this proposal for your review, which includes a scope of services and compensation.

Scope of Services

The following services are recommended for consideration by BIL.

1. Airline Headquarters Meetings

It is highly recommended that airline headquarters meetings be conducted annually with BIL's incumbent airlines. Mead & Hunt will provide the analysis, preparation, presentation and consulting services associated with meetings with incumbent airlines. It is anticipated that BIL representatives and Mead & Hunt staff will meet with each airline in person or virtually, if an in-person meeting is not accepted. Mead & Hunt will format the PowerPoint presentation. BIL will be responsible for providing information about the community and community support elements for the presentation. Mead & Hunt will assist BIL with structuring these elements for the presentation and participate in the meeting. The output of this effort will be a PowerPoint presentation to each airline, including community-related information, analysis of existing service and historical performance, and the airline-specific opportunities and incentive package. Upon notice to proceed, Mead & Hunt will work to secure meeting dates with each airline, typically in the fall/winter. Once meeting dates are secured, Mead & Hunt will complete the presentation.

2. Industry Conferences

To maintain relationships with air carriers in between the annual headquarters meetings and have additional touchpoints during the year with both incumbent and new potential airlines, it is recommended that BIL attend several industry conferences throughout the year. Conferences for consideration, listed from the highest priority to lowest, include the Montana Airline Rendezvous (August 2024), Allegiant

Airports Conference (October 2024), Mead & Hunt's Air Service Conference (March 2025), and the ACI-NA JumpStart Air Service Development Conference (May/June 2025). BIL should also consider two additional conferences, TakeOff North America being held in Green Bay, WI, in October 2024, and Routes Americas being held in Nassau, Bahamas in February 2025. In addition to assisting with conference meetings, Mead & Hunt will prepare custom presentations for each meeting highlighting BIL and the community for use at the airline meetings. Mead & Hunt will complete the presentations no later than the week prior to the date of the conference.

3. True Visitation Estimate

The True Visitation Estimate uses location-based cell phone Global Positioning System (GPS) data, which includes a sampling of true demand regardless of the mode of transportation, to determine the strength of the destination's overall visitation for identification of air service development opportunities. Use of GPS data improves the airline business case and can be customized to each airline's unique business strategy. The findings can also be used to amplify advertising and business development strategies. The True Visitation Estimate will identify preferred travel patterns by visitors from the U.S. and will measure the number of people coming to the destination. It is highly recommended the data be updated through calendar year 2024. This data is useful to airlines to determine top markets with inbound visitation to the BIL area. The output of the True Visitation Estimate will include inbound visitation broken down by region, state and metropolitan statistical area. The report will be delivered in PDF within 90 days of notice to proceed.

4. True Market Estimate

The true market estimate quantifies by destination the number of air travelers in the market, including those air travelers that drive to an airport other than BIL (primarily Bozeman Yellowstone International Airport [BZN]) to originate the air travel portion of their trip. The most recent true market estimate will be completed for calendar year 2023. It is recommended that BIL update the true market estimate when calendar year 2024 data, anticipated in April 2025. Upon notice to proceed, Mead & Hunt will obtain Airline Reporting Corporation (ARC) data for the catchment area. ARC data will represent a statistically valid sample of airline tickets from within the airport catchment area. ARC data collected will include, but is not limited to, the originating airport, destination and airline. The output will include the top 25 domestic true markets, top 15 international true markets, and the top 50 aggregated true markets, including identification of passenger retention by destination and diverted origin and destination passengers.

5. Destination Analysis

The Destination Analysis is similar to the True Visitation Estimate as it utilizes GPS data; however, the Destination Analysis tracks outbound visitation to select markets versus inbound visitation to the Billings area. The findings would be used to strengthen the airline route business case for nonstop air service to targeted markets. The Destination Analysis will identify up to 10 domestic destinations that people from the BIL catchment area travel by volume of demand by month, providing a month-over-month comparison. The output of the Destination Analysis will include estimated visitation by month to each identified destination, including graphical information that will be used to reinforce air service business proposals to the airlines.

6. Quarterly Performance Monitor

Monitoring performance is important to identify potential air service issues or opportunities for regular discussions with airlines as well as keeping community members up to date on BIL's air service. On a quarterly basis, Mead & Hunt will track key statistics through a Quarterly Performance Monitor report, including seats, onboard passengers and load factor trends; current and historical passenger market share by airline; year-over-year change in the six-month, forward-looking schedules for flights and seats; comparisons to markets of similar size (e.g., population, passengers and seats); load factors for each nonstop market; and revenue per available seat mile (RASM) comparisons for each nonstop market. Keep in mind that origin and destination passenger related data is approximately six months behind. The output of this effort will be a Quarterly Performance Monitor report provided in PDF within 30 days of receipt of the quarterly data from Diio Mi.

7. Airfare Monitoring

The primary purpose of monitoring airfares at BIL is to identify non-competitive airfares with BZN to prevent local passenger diversion and to help answer community inquiries regarding airfares.
Mead & Hunt has been monitoring BIL's published airfares each quarter since January 2006. This historical record assists in understanding current airfare trends and leveraging the discussion with the airlines. We recommend continuing to monitor airfares on a quarterly basis. Mead & Hunt will provide the airfare comparisons in PDF.

8. Community Meeting

Mead & Hunt will prepare a PowerPoint presentation and participate in a community meeting held in BIL to help educate key stakeholders on industry changes as well as specifics regarding BIL's air service development strategy. The meeting will also be useful for sharing results after the completion of key air service development tasks. Mead & Hunt anticipates, in general, the presentation to the community will cover an overview of the airline industry, airline performance in the BIL market, air service development strategies and air service opportunities. The date of the project meeting will be determined based on a mutually agreed upon date.

9. Additional Services

Additional services may be requested by the BIL that are not described above. Additional services may include but are not limited to the preparation of ad hoc reports; communication with airlines; coordination with the BIL; and other elements as identified on an as needed basis.

Compensation

Mead & Hunt will be compensated for the work described under Scope of Services as set forth below:

1. Airline Headquarters Meeting

Mead & Hunt will be compensated on a lump sum basis for the airline presentation preparation and meeting. Mead & Hunt will invoice for related expenses (e.g., air transportation, lodging, meals, printing, miscellaneous) at cost.

Airline presentation preparation/meeting (per airline) $6,850
Expenses (at cost, per meeting) $1,500
Total per meeting (estimated) $8,350
Total FY 2025 ..... $33,400
** Fee reduced to $5,210 if conducted virtually.*

2. Industry Conferences

Mead & Hunt will be compensated on a lump sum basis for the presentation preparation and meetings. Mead & Hunt will invoice for related expenses (e.g., registration, air transportation, lodging, meals, printing, miscellaneous) at cost. Expenses will be pro-rated among clients being represented by the Project Manager.

Montana Airline Rendezvous $7,000
Allegiant Airports Conference $3,995
Mead & Hunt Air Service Conference $7,000
JumpStart Air Service Development Conference $7,000
Expenses (at cost, pro-rated, estimated) $6,300
Total FY 2025 ..... $31,295

3. True Visitation Estimate

Mead & Hunt will be compensated on a lump sum basis and will invoice based on the percent of project completed.

True Visitation Estimate $13,100

4. True Market Estimate

Mead & Hunt will be compensated on a lump sum basis and will invoice based on the percent of project completed.

True Market Estimate $11,000

5. Destination Analysis

Mead & Hunt will be compensated on a lump sum basis and will invoice based on the percent of project completed.

Destination Analysis $11,000

6. Quarterly Performance Monitor

Mead & Hunt will be compensated on a lump sum basis and will invoice based on the percent of project completed.

Quarterly Performance Monitor (per quarter) $1,575
Total FY 2025 ..... $6,300

7. Airfare Monitoring

Mead & Hunt will be compensated on a lump sum basis.

Airfare monitoring report (per report) $1,575
Total FY 2025..... $6,300

8. Community Meeting

Mead & Hunt will be compensated on a lump sum basis for the meeting preparation and meeting attendance and will invoice based on the percent of project completed. Related expenses (e.g., air transportation, lodging, meals, printing, miscellaneous) will be invoiced at cost.

Meeting preparation/meeting $6,565
Expenses (at cost, estimated)..... $1,500
Total FY 2025..... $8,065

9. Additional Services

Additional services will be billed in accordance with the Standard Billing Rate Schedule, attached hereto and incorporated herein by reference.

Not to exceed (24 hours)..... $5,640

Additional services provided by Mead & Hunt not described above or in other supporting documentation will be accommodated by an amendment to this agreement or billed in accordance with the Standard Billing Rate Schedule, attached hereto and incorporated herein by reference, effective July 1, 2024. The following are Mead & Hunt's Standard Billing Rates for services billed on a time-and-materials basis.

Standard Billing Rates	
Clerical	$90 / hour
Accounting/Administrative Assistant	$110 / hour
Analyst	$120 / hour
Senior Analyst	$160 / hour
Consultant	$190 / hour
Managing Director	$225 / hour
Project Manager	$235 / hour
Vice President	$255 / hour
Expenses	
Company or Personal Car Mileage	IRS Rate
Air and Surface Transportation	Cost
Lodging and Subsistence	Cost
Out-of-Pocket Direct Job Expenses	Cost

Inclusive of all recommended services, fees are estimated at $112,300. Expenses are estimated to be an additional $13,800, for a contract total of $126,100. If BIL elects to be billed for the tasks on a monthly fee basis, fees will be reduced by approximately 10 percent, at a monthly rate of $8,425 ($101,100 annual) plus estimated expenses of $13,800, for a contract total of $114,900.

We appreciate the opportunity to submit this proposal to BIL.

Respectfully submitted,
Mead & Hunt, Inc.

Trina Froehlich
Project Manager

City Council Regular

Date:	07/22/2024
Title:	Scheduled Airline Operating Agreement and Terminal Building Lease with Sun Country Inc.
Presented by:	Jeff Roach
Department:	Airport
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends approval of the Scheduled Airline Operating Agreement and Terminal Building Lease with Sun Country Inc., DBA Sun Country Airlines for a term beginning June 1, 2024, and ending on June 30, 2025.

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

Sun Country Inc. DBA Sun Country Airlines (Sun Country) has been operating at the Airport since March 2018 under an Operating Permit for occasional charter flights to Billings. During this time, Sun Country has not leased space in the Terminal Building and operated at the Airport through an arrangement with Allegiant Airline, whereby Sun Country used Allegiant's leased Terminal Building space and their contracted ground support employees to provide flight services for the Sun Country flights. Sun Country began scheduled seasonal service to Minneapolis, MN in June and desires to lease Terminal space for its scheduled seasonal service and future charter service. Sun Country terminated its Terminal space use arrangement with Allegiant and contracted directly with Worldwide Flight Services to provide flight services for its scheduled flights at the Airport.

Staff has worked with Sun Country on a new Scheduled Airline Agreement and Terminal Building Lease (Agreement). The Agreement is the same agreement the Airport has with all of the other airlines that operate in the Terminal. The Agreement language provides a rate-making formula for airline Terminal Building rentals and landing fees that ensures the Airport's annual operating costs are covered. The Agreement follows the requirements of Ordinance 90-4850, which provides for the revenue-generating capability needed for the Airport's bonding requirements and capital needs.

This is Sun Country's first airline agreement at the Airport. Scheduled service will start with seasonal service only for June -- August, 2024. Charter service will continue based on demand. In 2023, Sun Country provided four charter flights. In 2024, January through May, Sun Country provided 12 charter flights; the Airport expects Sun Country to have 20 charter flights by the end of the fiscal year.

ALTERNATIVES

City Council may:

- Approve the airline agreement with Sun Country Airlines; or,
- Not Approve the agreement with Sun Country Airlines..

FISCAL EFFECTS

This Agreement provides Sun Country with 1007 square feet of exclusive use space for ticketing, offices, and operational space. They will also share 3,045 square feet of hold room space with Allegiant. Daily rentals will apply after the scheduled seasonal service and charter only service. Based on the FY25 rate schedule, the Lease would generate approximately $75,000 in annual rentals for the Terminal space. The operational space revenue will vary based on the number of enplanements Allegiant has at the Airport, since Allegiant and Sun Country share a holdroom and holdroom rentals are prorated based on enplanements. Based on the current rate schedule, landing fees are estimated to be approximately $9,000 per year. The total Sun Country fiscal effect is estimated at $85,000.

Attachments

Sun Country Airline Agreement

BILLINGS LOGAN INTERNATIONAL AIRPORT

SCHEDULED AIRLINE OPERATING AGREEMENT
AND
TERMINAL BUILDING LEASE

BY AND BETWEEN

CITY OF BILLINGS, MONTANA

AND

SUN COUNTRY INC., DBA SUN COUNTRY AIRLINES

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SCHEDULED AIRLINE OPERATING AGREEMENT
AND TERMINAL BUILDING LEASE
BILLINGS LOGAN INTERNATIONAL AIRPORT

THIS AGREEMENT is made and entered into between the CITY OF BILLINGS, MONTANA, (hereinafter referred to as "CITY") and the Air Transportation Company (hereinafter referred to as "AIRLINE") identified in Section 16.02. of this Agreement. It shall commence on the Effective Date, as defined herein.

WITNESSETH

WHEREAS, CITY is the owner of Billings Logan International Airport, and operates the same for the marketing, accommodation and development of air commerce and transportation; and

WHEREAS, the parties desire to enter into an agreement concerning the lease of space at Billings Logan International Airport and AIRLINE's operations at said Airport.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

ARTICLE 1
DEFINITIONS

Section 1.01. Definitions

The following words and phrases, wherever used in this Agreement, shall, for the purpose of this Agreement, have the following meanings:

1. "Air Transportation" shall mean the carriage of persons, property, cargo, and/or mail by aircraft including any ancillary services that do not conflict with or violate other agreements or contracts approved by CITY.

2. "Air Transportation Company" shall mean a company certificated by the United States Department of Transportation to engage for hire in the carriage of persons, property, cargo, and/or mail by aircraft.

3. "Aircraft Landing" shall mean any Aircraft Landing at the Airport (including, without limitation, scheduled, charter, sightseeing, test, ferry, training, courtesy, and inspection

flights, or any other flights) operated by an Air Transportation Company. Aircraft Landings shall not include any flight that returns to the Airport because of mechanical, meteorological, or other precautionary reason.

4. "Aircraft Parking Position(s)" shall mean the Aircraft Parking Position(s) adjacent to the Terminal Building that are assigned on a preferential use basis. AIRLINE shall have priority in using the Aircraft Parking Position(s) assigned to it on a preferential use basis to accommodate its scheduled, charter, or extra section flights. However, the Director of Aviation and Transit may assign such position(s) for use by others pursuant to Sections 4.02. and 4.04. Aircraft Parking Position(s) to be assigned initially to AIRLINE are designated in Exhibit F attached hereto.

5. "Airline" shall mean an Air Transportation Company.

6. "Airport" shall mean the presently existing Billings Logan International Airport, as shown in Exhibit A, as it may be modified from time to time to reflect changes in Airport facilities.

7. "Airport Cost Centers" shall mean direct cost areas to be used for purposes of accounting for Airport Revenues and expenses and for calculating and adjusting certain rates, fees, and charges described herein, as shown in Exhibit A, as such areas now exist or may hereafter be modified or developed, as more particularly described below:

   a. "Airfield" shall mean the airfield and related support facilities at the Airport, including aprons, runways, taxiways, approaches, clear zones, safety areas, perimeter fence and gates, service roads, field maintenance facility, airfield drainage system, and infield areas, together with all associated landing and navigational aids.
   b. "Other Buildings and Areas" shall mean all buildings and areas of the Airport not included in the other two cost centers, including the parking lot, curbside, roadways, Business Park, and general aviation buildings and areas.
   c. "Terminal Building" shall mean the existing passenger Terminal Building and associated support facilities, as they now exist or may hereafter be modified or developed.

8. "Airport Revenue Bonds" shall mean any bonds issued by CITY secured by a pledge of the revenues of the Airport, but shall not include any Special Purpose Facility Bonds.

9. "Airport Revenues" shall mean all rentals, charges, landing fees, and concession and other operating and nonoperating revenues earned by or on behalf of CITY in connection with the operation of the Airport or any part thereof and deposited into the Revenue Account, excluding:

   a. The proceeds of any Passenger Facility Charge (PFC), Customer Facility Charge (CFC), or similar charge levied by or on behalf of CITY.
   b. Any grants, gifts, bequests, contributions, or donations, including any funds provided by any person or entity, including an Air Transportation Company, doing business at the Airport.
   c. The proceeds from the sale, transfer, or other disposition of title to all or any part of the Airport (such proceeds shall be used for Airport Capital Improvements, the payment of debt service, or in a manner prescribed by the Federal Government). Capital Improvements funded by such proceeds shall be amortized and included in AIRLINE rentals, fees, and charges as specified in Article 7 herein.
   d. The proceeds of any taxes collected at the Airport.
   e. The proceeds of any condemnation award or insurance proceeds that are to pay for or reimburse the CITY for Capital Improvements.
   f. The proceeds of any court or arbitration award or settlement in lieu thereof received by CITY that are to pay for or reimburse the CITY for Capital Improvements except awards or settlements that are to reimburse the CITY for litigation expenses previously incurred as Maintenance and Operating Expenses.
   g. Revenues or income from any Special Purpose Facility either:
      (1) To the extent such revenue or income is pledged to pay principal, interest, or other charges for Special Purpose Facility Bonds or other obligations issued in anticipation thereof, or
      (2) To the extent such revenue or income is for the use of CITY in reimbursement of costs incurred by it in the construction or provision of Special Purpose Facilities. Ground rental for these Special Purpose Facilities will be considered part of Airport Revenues.
   h. The proceeds of any Airport Revenue Bonds or other indebtedness of CITY issued in connection with Airport improvements and income from the investment

thereof during the period of construction (as established by CITY) used as a source for construction.

i. Amounts received by Airport for any loan made by CITY to the Airport for Airport purposes.

j. Lease deposits, security deposits, and performance bonds relating to Airport leases, tenants, and contractors.

k. Amounts required to be rebated to the Federal Government under the Internal Revenue Code.

l. Revenue or income from CFCs collected to pay principal, interest, or other charges for Bonds or other obligations issued to construct facilities not used by the Airlines, or to the extent such revenue or income is for the use of CITY to reimburse costs incurred by it in the construction or provisions for constructed facilities. Ground rental for CFC funded improvements will be considered part of Airport Revenues.

10. "Annual Budget" shall mean the Airport's Fiscal Year budget prepared by the Director and approved by CITY, as reviewed by the Signatory Airlines according to the procedures provided herein.

11. "Annual Debt Service Requirement" shall mean the total amount required to be deposited in any Fiscal Year to any interest, principal, and sinking fund or reserve accounts for any Airport Revenue Bonds, approved in accordance with Section 5.01. of this Agreement, issued by CITY.

12. "Bond Resolution" shall mean any resolution of CITY regulating or authorizing the issuance of Bonds payable from Airport Revenues, other than Special Purpose Facility Bonds, for Airport purposes, as the same may from time to time be adopted, amended, or supplemented.

13. "Capital Improvement" shall mean:

a. The acquisition of land or easements.

b. The purchase of machinery, equipment, or rolling stock.

c. The planning, engineering, design, and construction of new facilities.

d. The performance of any extraordinary, nonrecurring major maintenance or improvement of facilities that may be acquired, purchased, or constructed by CITY to improve, maintain, or develop the Airport, and in which any single item of any of the foregoing has a (net of grants-in-aid) cost of Fifty Thousand Dollars ($50,000) or more. A Special Purpose Facility financed with Special Purpose Facility Bonds shall not be considered a Capital Improvement for the purposes of this Agreement.

14. "Capital Improvement Factor" shall mean an amount equal to ten percent (10%) of the Nonairline Revenues contained in each Fiscal Year's Annual Budget. This amount shall be used in the calculation of Signatory Airline landing fees as provided in Section 7.05.

15. "Capital Improvement Program" shall mean the Capital Improvements included in the Airport's Capital Improvement budget as prepared by the Director, reviewed and approved by the Signatory Airlines in accordance with Section 5.01. C. of this Agreement, and approved annually by CITY.

16. "Common Use Formula" shall mean a formula used to pro-rate twenty percent (20%) of the cost of a service or Airport space equally among Air Transportation Companies, and eighty percent (80%) of the cost of a service or Airport space among Air Transportation Companies that provide Scheduled Service on the basis of that proportion that the number of each Air Transportation Company's Enplaned Passengers bears to the total number of Enplaned Passengers of all such Air Transportation Companies using the service or space. The Common Use Formula shall be calculated each month to determine the next month's proration of Common Use Space costs using the previous month's data received from the Air Transportation Companies providing Scheduled Service at the Airport. Common Use Areas are shown on Exhibit D.

17. "Customer Facility Charge (CFC)" shall mean those funds collected from users of specific services offered at the Airport to be used to pay costs of improvements to Airport facilities used and occupied to provide those specific services as established through Ordinance. These collected funds can only be used to pay for the bond issue costs, debt service, and the cost of construction and maintenance of designated facilities.

18. "Director" shall mean the Director of Aviation and Transit or his duly authorized representative designated by CITY to exercise functions with respect to the rights and obligations of CITY under this Agreement.

19. "Effective Date" shall mean the date designated in Section 16.01.

20. "Enplaned Passengers" shall mean any local boarding, interline transfer, or intraline transfer passengers at the Airport.

21. "Execution Date" shall mean the date of the last signature by a party hereto in Section 16.02.

22. "FAA" shall mean the Federal Aviation Administration of the U.S. Government or any Federal agencies succeeding to its jurisdiction.

23. "Fiscal Year" shall mean the twelve (12) months commencing July 1 of any calendar year and extending through June 30 of the succeeding calendar year, or any other period adopted by CITY for its financial accounting.

24. "Ground Support Operations" shall mean the support provided for operations such as ground handling, ticketing, loading and unloading of passengers, baggage, mail and freight, lavatory, potable water, preconditioned air servicing, aircraft cleaning, aircraft marshaling, and emergency or required maintenance.

25. "Ground Support Operations Company" shall mean a company contracted by Airline to provide Ground Support Operations for Airline.

26. "Joint Use Formula" shall mean a formula used to pro-rate 100% of the cost of a service or Airport space among Air Transportation Companies that use such service or lease such space on the basis of that proportion that the number of each Air Transportation Company's Enplaned Passengers bears to the total number of Enplaned Passengers of all such Air Transportation Companies using the service or space. The Joint Use Formula shall be calculated each month to determine the next month's proration of Joint Use Space costs using the previous month's data received from the Air Transportation Companies.

27. "Leased Premises" shall mean the space in and around the Terminal Building leased to AIRLINE under this Agreement, consisting of four categories of space as depicted in Exhibits D and E.

    a. "Exclusive Use Space" – space exclusively leased to AIRLINE.
    b. "Preferential Use Space" – space leased to AIRLINE for AIRLINE's preferential use.
    c. "Common Use Space" – space leased to AIRLINE in common with other Air Transportation Companies for which CITY assesses rental charges based on the Common Use Formula.
    d. "Joint Use Space" – space leased to AIRLINE for AIRLINE's joint use with other Air Transportation Companies for which CITY assesses rental charges based on the Joint Use Formula.

28. "Maintenance and Operating Expenses" shall mean all current expenses of CITY of operating, maintaining, and repairing the Airport. The term includes, without limiting the generality of the foregoing, legal and overhead expenses of the various CITY departments directly related and reasonably allocable to the administration of the Airport, insurance premiums, the charges of any paying agents, and any other depository bank appertaining to the Airport, contractual services, professional services required by the Bond Resolution, salaries and administrative expenses, labor, and the cost of materials and supplies used for current operation, the cost of defending, settling or satisfying any litigation or threatened litigation that relates to the Airport, or any aspect thereof, but shall not include any allowance for depreciation, any charges for the accumulation of reserves for capital replacements, or all interest expense.

29. "Maintenance and Operating Reserve Account" shall mean the account so named and created in accordance with the Bond Resolution, and as of any time an amount equal to one-sixth of the total Maintenance and Operating Expenses for the then most recent Audited Fiscal Year.

30. "Maximum Certificated Gross Landing Weight" shall mean the maximum weight, in thousand (1,000) pound units, that each aircraft is operated by AIRLINE and is certificated by the FAA.

31. "Nonairline Revenues" shall mean all Airport Revenues as defined herein other than Airline rentals, fees, and charges.

32 "Non-Signatory Airlines" shall mean the Air Transportation Companies providing Scheduled Service to and from the Airport that have not executed agreements with CITY substantially similar to this Agreement covering the use and occupancy of facilities at the Airport.

33. "Passenger Facility Charge (PFC)" shall mean the charge assessed to passengers and collected by Airline on behalf of and remitted to CITY for Airport's use in accordance with the requirements of 14 CFR Part 158.

34. "Public Areas" shall mean those Terminal Building areas not leased on an exclusive, preferential, common, or joint use basis, or otherwise, to any person, company, or corporation that are open to the general public. Such areas are shown on Exhibit B.

35. "Rentable Space" shall mean the space in the Terminal Building available for lease to airlines, concessionaires, and other tenants.

36. "Requesting Airline" shall mean an Air Transportation Company desiring to provide new or increased commercial passenger Air Transportation service at the Airport, or to provide a change of aircraft for existing service for which the Scheduled Airline does not have appropriate facilities at the Airport.

37 "Revenue Account" shall mean the account in which all Airport Revenues are required to be deposited, other than any PFC or CFC revenues. In accordance with the Bond Resolution, Airport Revenues shall be allocated to the Maintenance and Operating Account, Debt Service Account, Debt Service Reserve Account, Maintenance and Operating Reserve Account, Subsequent Obligations Account and the Capital Account, in that order. Amounts in the Revenue Account in excess of the requirements of the accounts described hereinabove, shall be retained in the Revenue Account and may be used by CITY for any lawful purpose relating to the Airport, including payment of the costs of additional Capital Improvements.

38. "Rules and Regulations" shall mean those nondiscriminatory rules, regulations, and ordinances promulgated by CITY or the Director for the orderly use of the Airport by Air

Transportation Companies and other tenants, users, guests, and passengers of the Airport as the same may be amended, modified, or supplemented from time to time to the extent that such Rules and Regulations are not inconsistent with the provisions and purposes of this Agreement.

39. "Scheduled Service" shall mean the provision of passenger Air Transportation for hire flying a particular route, at a particular time, on a regular daily, weekly, or seasonal basis and said service will take place regardless of the number of passengers booked for that particular Scheduled Service.

40. "Signatory Airlines" shall mean the Air Transportation Companies providing Scheduled Service to and from the Airport that have executed agreements with CITY substantially similar to this Agreement covering the use and occupancy of facilities at the Airport.

41. "Signatory Airline Affiliate" (Affiliate) shall mean:

a. Any Air Transportation Company that operates flights under the designator code of the Signatory Airline, as designated to CITY in writing by such Signatory Airline from time to time.
b. Any party that operates under essentially the same trade name, or uses essentially the same livery as the Signatory Airline at the Airport.
c. Any party controlling, controlled by, or under common control with the Signatory Airline.

Affiliate shall have the rights afforded the Signatory Airline without payment of any additional charges or premiums beyond those rentals, landing fees, and charges set forth herein, provided the Signatory Airline:

a. Remains signatory to this Agreement.
b. Agrees and shall be obligated to serve as a financial guarantor for all rentals, landing fees, and charges incurred by any Affiliate of the Signatory Airline at the Airport so long as Affiliate's activity relates to Signatory Airline's operations. A Signatory Airline and any designated Affiliate shall be counted as one airline for the purposes of this Agreement.

42. "Special Purpose Facility" shall mean a Capital Improvement or facility to be located at the Airport, owned or leased by CITY and financed with Special Purpose Facility Bonds.

43. "Special Purpose Facility Bonds" shall mean any debt of CITY that is permitted by, but not issued pursuant to, the terms of the Bond Resolution and which is secured by and payable solely from rentals or other charges derived by CITY under a lease, sale, or other agreement (or any document securing the same) between CITY and the person, firm, or corporation using the Special Purpose Facilities financed therewith.

44. "Total Landed Weight" shall mean the sum of the Maximum Certificated Gross Landing Weight for all of the AIRLINE's Aircraft Landings over a stated period of time.

45. "TSA" shall mean the Transportation Security Administration of the U. S. Government or any Federal agencies succeeding to its jurisdiction.

ARTICLE 2
TERM

Section 2.01. Term

This Agreement shall be for the term commencing on the Effective Date designated in Section 16.01. and ending at midnight on June 30, 2025, subject to termination as provided in Article 14 herein.

Section 2.02. Termination of Existing Agreements

Coincident with the Effective Date, the existing lease and agreement with AIRLINE covering the use or occupancy of facilities in the Airfield or Terminal Building shall be terminated, provided that the termination of such lease and agreement shall not be construed as a waiver, relinquishment, or release of any claims, damages, liability, rights of actions, or causes of action that either of the parties hereto may have against the other under such existing lease and agreement and that have accrued before the Effective Date.

ARTICLE 3
RIGHTS AND SPECIFIC PRIVILEGES

Section 3.01. Use of the Airport

AIRLINE and its employees, passengers, guests, patrons, and invitees shall have the right to the use (in common with other duly authorized users) of the Airport and its appurtenances, together with all facilities, improvements, equipment and services that have been or may hereafter be provided for common use at or in connection with the Airport, subject to the Rules and Regulations as set forth in Section 15.01., and Exhibit H, herein.

Section 3.02. Specific Rights of AIRLINE at the Airport

AIRLINE shall have the right, in addition to all rights elsewhere granted in this Agreement, but subject to the Rules and Regulations, and Ordinances of CITY, to use the Airport for the following purposes:

A. The operation of an Air Transportation system by aircraft for the carriage of persons, property, cargo, and/or mail, including all activities reasonably necessary or related to such operation.

B. The landing, taking off, flying over, taxiing, pushing, towing, loading, and unloading of aircraft or other equipment operated by AIRLINE and the minor repairing, maintaining, fueling, conditioning, servicing, parking, storing, and testing of aircraft or other equipment of or operated by AIRLINE, or other certificated Air Transportation Companies with which CITY has an agreement, including the right to provide or handle all or part of the operations or services of such other companies (upon notification to the Director), at AIRLINE's preferentially assigned aircraft gates. Flights carrying cargo and freight only shall load and unload at locations and facilities designated by the Director.

C. The sale of tickets, documentation of shipments, handling of reservations, and the loading and unloading of persons, property, cargo, and mail at the Airport by such motor vehicles or other means of conveyance as AIRLINE may desire to use in the operation of its Air Transportation system. Any AIRLINE operating as a commercial ground transportation carrier or subleasing ground transportation services (except for such ground transportation as AIRLINE may provide solely for the benefit of its employees) regularly transporting persons or their baggage to and from the Airport, shall first secure

and thereafter hold a valid lease, license, or other agreement with CITY for the right to carry persons or their baggage to and from the Airport and shall pay CITY such rentals, fees, and percentages of the fares of such ground transportation commercial carrier for such right, as CITY may set by the Rules and Regulations.

D. The training at the Airport of persons and testing of aircraft and other equipment, such training and testing to be limited to that incidental to AIRLINE's Air Transportation business at the Airport. Flight training shall be undertaken by AIRLINE only to the extent permitted by, and subject to, the conditions of the Rules and Regulations.

E. The purchase of AIRLINE's requirements of personal property or services, including fuel, lubricants, foods, beverage, and other passenger supplies, and any other materials and supplies used by AIRLINE from any person or company of AIRLINE's choice, and the making of agreements with any person or company of AIRLINE's choice for services to be performed for AIRLINE that are incidental to the operation of AIRLINE's Air Transportation business. Nothing herein shall restrict CITY from levying a concession fee on any person or company for conducting non-Air Transportation business at the Airport.

F. The sale, disposal, and exchange of AIRLINE's aircraft, engines, parts, accessories, and other equipment, and materials or supplies, provided that such right shall not be construed as authorizing the conduct of a separate regular business by AIRLINE, but as permitting AIRLINE to perform only such functions as are incidental to the operation of its Air Transportation business at the Airport. If AIRLINE sells fuel, greases, and other lubricants to other aircraft operators, AIRLINE shall pay CITY the regular per gallon flowage fee applicable to similar sales by fixed base operators, and as established in the Rules and Regulations.

G. The servicing by AIRLINE, or by its suppliers of materials, or its furnishers of services, of aircraft and other equipment operated by AIRLINE, line maintenance, or other materials or supplies, at assigned Aircraft Parking Positions or other locations designated by the Director as required for operational efficiency or safety.

H. The installation and operation of identifying signs, posters, and graphics on AIRLINE's Leased Premises, subject to the prior written approval of the Director, which shall not be

unreasonably withheld. Such signs shall be substantially uniform in size, type, and location with those of other airlines, consistent with CITY's graphic standards, the Rules and Regulations, and in compliance with all applicable laws and ordinances.

I. The installation, maintenance, and operation of radio, meteorological, and aerial navigation equipment and facilities at suitable locations on the Airport; provided that:

1. The location of such equipment and facilities shall be subject to the prior written approval of the Director, which shall not be unreasonably withheld.
2. The use and location of such equipment and facilities shall not conflict with other similar equipment and facilities on the Airport.
3. The use and location of such equipment and facilities on the Airport shall be subject to payment of such fee or charge established by CITY for such use of the Airport by AIRLINE.

J. The installation, maintenance, and operation of computer data lines, telephone communications equipment, and associated conduits, and telephone communications switchgear and support computers at suitable locations on the Airport, as may be necessary or convenient in the opinion of AIRLINE for its operations; provided that:

1. The location of such equipment shall be subject to the prior written approval of the Director, which shall not be unreasonably withheld.
2. The use and location of such equipment shall not interfere with the use of other similar equipment on the Airport.
3. The use and location of such equipment on the Airport shall be subject to payment of such fee or charge established by CITY for such use of the Airport by AIRLINE.
4. Such equipment shall be installed at no cost to CITY.

K. The installation, maintenance, and operation of passenger clubs, lounges, or VIP rooms in AIRLINE's Exclusive Use Space, subject to the approval of the Director and provided that such right shall not be construed as authorizing the conduct of a separate regular business by AIRLINE, but as permitting AIRLINE to perform only such functions as are incidental to the conduct or operation of its Air Transportation business. Said right does

not entitle AIRLINE to sell food or beverage to the general public. CITY reserves the right to review AIRLINE's policies restricting the use of such facility by the general public.

L. The provision of AIRLINE's ramp and fleet services and like services to other Air Transportation Companies operating at the Airport without charge by CITY; provided, however, that such other companies shall first enter into operating agreements with CITY governing their use of the Airport. If AIRLINE desires to have such services performed by a contractor, AIRLINE shall employ a Ground Support Operations Company possessing a permit from CITY; provided that if all such regular Ground Support Operations Companies are unsatisfactory to AIRLINE, AIRLINE may request CITY to grant a permit to a Ground Support Operations Company designated by AIRLINE. CITY, if it approves such Ground Support Operations Company, will issue a permit to such Ground Support Operations Company under the same terms and conditions included in permits granted to other Ground Support Operations Companies. All Ground Support Operations Companies shall be obligated to observe and follow the Rules and Regulations.

M. The installation, maintenance, and operation without cost to CITY, by AIRLINE alone, or in conjunction with any other Signatory Airlines at the Airport, or through a nominee, of a reasonable amount of suitable aircraft air conditioning equipment, auxiliary power, startup, and other miscellaneous support equipment. Such aircraft support equipment shall be stored on the apron adjacent to AIRLINE's Aircraft Parking Position(s).

N. The right to install other equipment incidental to conducting AIRLINE's Air Transportation business at areas designated by the Director subject to prior written permission of the Director, which shall not be unreasonably withheld. AIRLINE's installation shall be in accordance with any applicable codes and performed at no cost to CITY.

O. The provision of porter services and such other assistance as AIRLINE may deem necessary for the convenience of passengers in checking and transporting baggage at the Terminal Building.

P. The right to provide Ground Support Operations for all or part of the operations of other Air Transportation Companies operating at the Airport without charge by CITY; provided,

however, that such other companies shall first enter into operating agreements with CITY governing their use of the Airport.

Q. The right to utilize a Ground Support Operations Company as a contractor to AIRLINE to provide Ground Support Operations as long as said Ground Support Operations Company has a permit from the CITY to operate at the Airport.

R. The right to use the Airport's FAA approved ground loading device, on a non-exclusive basis, to enable an individual with a disability to board and deplane aircraft from the ground. If AIRLINE elects to utilize aircraft incompatible with the ground loading device provided by the Airport, AIRLINE shall be responsible for providing passenger lifting equipment that complies with Federal law and regulations. Title to the ground loading device is and at all times shall remain with the Airport. The Airport shall maintain the ground loading device in proper working condition. AIRLINE acknowledges the possibility that the ground loading device may be temporarily unusable due to unforeseen failures, mechanical problems or damage, and in the event of such an occurrence, AIRLINE shall have alternative means to comply with the requirements of 14 CFR Part 382 pending the return of the ground loading device to service. AIRLINE agrees that its employees and agents will immediately report any mechanical or other problems with the ground loading device to the Director. AIRLINE also agrees that it will be solely responsible for the cost of repair or replacement of the ground loading device if damage is caused by AIRLINE's employees or agents.

AIRLINE agrees that it is responsible for the proper familiarization, training and safe use of the ground loading device and further agrees that all new personnel shall be properly trained in its use. Should a time occur when AIRLINE desires to be trained by the Airport on how to properly use the ground loading device so that AIRLINE can then properly train its personnel, AIRLINE will contact the Director and request such training. This paragraph supersedes and replaces any previous or existing ground loading device agreement with AIRLINE.

Section 3.03. Employee Parking Facilities

AIRLINE's employees working at the Terminal Building shall have the right to the use of vehicular parking facilities in common with other employees. Such facilities shall be located in an area designated by CITY.

Section 3.04. Limitations on Use by AIRLINE

In connection with the exercise of its rights under this Agreement, AIRLINE shall not:

A. Do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.

B. Do or permit to be done any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies (copies of which, together with premium schedules, shall be furnished to AIRLINE on request) covering the Airport or any part thereof.

C. Dispose of or permit any other person to dispose of any waste material taken from or products used (whether liquid or solid) with respect to its aircraft into the sanitary or storm sewers at the Airport in violation of Federal, State, or Local law or regulation unless such waste material or products are first properly treated by equipment installed with the approval of the Director for that purpose.

D. Keep or store, during any twenty-four (24) hour period, flammable liquids within the enclosed portion of the premises in excess of AIRLINE's working requirements during said 24-hour period, except in storage facilities especially constructed for such purposes in accordance with standards established by the National Fire Protection Association, Inc., under its American National Standard. Any such liquids having a flash point of less than one hundred degrees Fahrenheit (100º F) shall be kept and stored in safety containers of a type approved by Underwriters Laboratories.

E. Knowingly allow or permit any act or thing upon the Airport that will be in conflict with Federal Aviation Regulations (FAR) Part 139 or jeopardize the Airport's operating certificate.

F. Knowingly allow or permit any act or thing in conflict with the Airport's TSA approved Security Program.

Section 3.05. Reservation of Rights

Any and all rights and privileges not granted to AIRLINE by this Agreement are hereby reserved for and to CITY.

ARTICLE 4
PREMISES

Section 4.01. Terminal Building Space

A. AIRLINE may lease, subject to the provisions of Section 4.03., the following areas in the Terminal Building, as more particularly delineated in Exhibit G as mutually amended from time to time, except for the provisions of Section 4.04.:

1. Exclusive Use Space
    a. Ticket counter
    b. Office
    c. Operations
    d. Baggage makeup area
2. Preferential Use Space
    a. Holdroom areas
3. Common Use Space
    a. Baggage Claim area
    b. Baggage Makeup
4. Joint Use Space
    a. Shared Holdroom areas, or other shared areas

B. AIRLINE shall use its Exclusive Use Space, Preferential Use Space, Common Use Space, and Joint Use Space, subject to the Rules and Regulations, for office purposes and the sale of Air Transportation, handling, ticketing, billing, and manifesting of passengers, baggage, cargo, property, and mail in the conduct of its Air Transportation business or on behalf of any other Air Transportation Company authorized by the Director to use the Airport.

Section 4.02. Aircraft Parking Positions

A. Aircraft Parking Positions shall be assigned to AIRLINE by the Director, after consultation with AIRLINE, as mutually amended from time to time, on a preferential, nonexclusive use basis. AIRLINE shall have priority in using Aircraft Parking Position(s) assigned to it on a preferential use basis to accommodate its flights and those of any airline being ground handled by AIRLINE under a Ground Support Operations agreement; however, the Director may authorize other airlines to use AIRLINE's Aircraft

Parking Position(s) in periods when not scheduled for use by AIRLINE, so long as unassigned position(s) are not available and AIRLINE's Aircraft Parking Position is vacated by others at least forty-five (45) minutes prior to AIRLINE's next scheduled arrival at such gate.

B. The Director shall have the right to reassign one or more of AIRLINE's preferentially assigned Aircraft Parking Positions and holdrooms to other airlines if AIRLINE's scheduled average gate utilization falls below two (2) flights per gate per day.

C. Aircraft Parking Position(s) to be preferentially assigned to AIRLINE are designated on Exhibit F.

D. During any use of AIRLINE's preferentially assigned Aircraft Parking Position(s) by another airline assigned by CITY, AIRLINE shall be relieved of any obligation under this Agreement to indemnify and save harmless CITY, its officers, directors, employees, or agents with regard to any claim for damages or injury arising out of or in connection with said other airline's use of AIRLINE's assigned Aircraft Parking Position, unless said damages or injury are caused by the negligence of AIRLINE, its officers, directors, employees, agents, representatives, or invitees who have come upon the premises in connection with AIRLINE's occupancy. CITY shall, however, require such indemnification from such other airlines.

Section 4.03. Surrender of the Premises

CITY shall give no notice to AIRLINE to quit possession at the expiration date of the term of this Agreement. AIRLINE covenants and agrees that on expiration of the term of this Agreement, or on earlier termination as hereinafter provided, or on reassignment of the Leased Premises to others as hereinafter provided, it will peaceably surrender possession of the Leased Premises leased hereunder in good condition, reasonable wear and tear, acts of God, fire, and other casualties excepted, and CITY shall have the right to take possession of said Leased Premises.

AIRLINE shall have the right, on termination or expiration of this Agreement and within thirty (30) days thereafter, to remove all trade fixtures, equipment, and other personal property installed or placed by it at its expense in, on, or about the Airport, except that AIRLINE's right shall be subject to any valid lien that CITY may have thereon for unpaid rentals or fees.

AIRLINE shall not abandon any of its personal property and/or equipment on the premises without the prior written consent of the Director.

Any and all property and/or equipment not removed by AIRLINE within the thirty (30) day period shall thereupon, at the option of CITY, become a part of the real property on which it is located, and title thereto shall vest in CITY. All CITY property damaged by, or as the result of, the removal of AIRLINE's property and/or equipment shall be restored by AIRLINE, at its own expense, to the condition existing prior to such damage.

Section 4.04. Assignment of Leased Premises

A. It is recognized that, from time to time during the term of this Agreement, it may become necessary to reassign, reallocate, or relocate part or all of the Leased Premises referred to in Sections 4.01. A. and 4.02. A. The Director may only make such reassignment, reallocation, or relocation for the following reasons:

1. To comply with a rule, regulation, or order of any Federal, State, or other governmental agency that has jurisdiction over CITY.
2. To implement a Capital Improvement at the Airport.
3. To maximize Terminal Building utilization.
4. To comply with Section 4.02. B. of this Agreement.
5. To comply with Section 4.05. of this Agreement.

B. If it becomes necessary to make adjustments in AIRLINE's Exclusive or Preferential Use Space, the Director shall arrange for all parties holding affected space to discuss reassignment, reallocation, or relocation of their space among themselves. If the parties do not reach agreement within sixty (60) days from the time the Director requests such discussions, the Director is authorized to make such decisions regarding reassignment, reallocation, or relocation for each of the parties (including AIRLINE). If the Director makes decisions regarding reassignment, reallocation, or relocation of AIRLINE's Leased Premises, AIRLINE shall not be required to:

1. Incur any expense to relocate its operation to other premises that it does not agree to incur.
2. Accept premises not reasonably adequate in size, finish, and location based upon conditions at the Airport.

3. Pay, at its new location, rental rates per square foot in excess of the amount that it would have been required to pay in its original Leased Premises.

C. If CITY decides to reassign, reallocate, or relocate AIRLINE's Leased Premises after failure of the affected parties to reach agreement within the sixty (60) day period described above, the Director will give AIRLINE sixty (60) days notice of its intent to modify all or portions of AIRLINE's Leased Premises. Within thirty (30) days, AIRLINE will be given an opportunity to meet with the Director to show cause why the reassignment, reallocation, or relocation should not be made.

If the Director elects to proceed with the reassignment, reallocation, or relocation after meeting with AIRLINE, CITY shall:

1. Reimburse AIRLINE the undepreciated book value of improvements in the space vacated. Depreciation shall be calculated on a straight line basis.
2. Provide space reasonably required for the conduct of AIRLINE's Air Transportation business, in a timeframe that is mutually acceptable to AIRLINE and CITY, for which the cost of necessary improvements shall be the responsibility of CITY.

Section 4.05. Temporary Access

A. AIRLINE shall have the priority right to use its preferential space. However, the CITY or an Air Transportation Company shall have access to AIRLINE's preferential space as provided in Section 4.02. and at any time AIRLINE is not occupying said preferential space.

B. In the event the CITY cannot accommodate a Requesting Airline in areas not then leased to other airlines or other Terminal Building tenants, AIRLINE agrees to cooperate with the CITY to accommodate the needs of a Requesting Airline on an interim basis. For the purposes of this Section 4.05. B., access shall not exceed six (6) months for any particular accommodation for a Requesting Airline. Prior to designating any portion of AIRLINE Exclusive Space for interim accommodation, the CITY shall consider, to the extent conveyed by AIRLINE to the CITY, whether the access is prohibited by other agreements of AIRLINE and the potential effect of interim accommodation on AIRLINE's scheduling, operations, labor, safety, security and other requirements. Such temporary use shall be at times when the use of such facilities will not unreasonably interfere with

the planned operations of AIRLINE, its sublessees, or other airlines being handled by AIRLINE.

C. Upon the CITY's compliance with Section 4.05. B. and upon the CITY's request, AIRLINE shall permit the temporary access by such Requesting Airline of its Exclusive Use Space and other portions of its facilities reasonably necessary to accommodate Requesting Airline, in connection with the loading and unloading of the Requesting Airline's persons, property, cargo, and mail. The CITY shall provide AIRLINE with as much advance notice as reasonably possible so that AIRLINE may plan for the accommodation of the Requesting Airline, but in no event less than thirty (30) days notice.

D. In the event AIRLINE is required to provide temporary access pursuant to Section 4.05. B., AIRLINE shall have the right to charge Requesting Airline a reasonable fee for such use of AIRLINE's premises and facilities, including a reasonable administrative fee, and AIRLINE shall also be entitled to indemnification by such Requesting Airline and the benefit of insurance coverage, in each case at least equivalent to that provided by Requesting Airline to CITY.

E. In the event that Requesting Airline requires access after expiration of the six (6) month temporary access period and it is necessary to reassign, reallocate, or relocate existing Leased Premises in order to provide such access, then the parties shall proceed in accordance with Section 4.04. of this Agreement.

Section 4.06. AIRLINE Access to Leased Premises

A. Subject to the provisions hereof, the Rules and Regulations, the Federal Security Regulations, and such restrictions as AIRLINE may impose with respect to its Exclusive Use Space, CITY hereby grants to AIRLINE, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of access, ingress, and egress to the Leased Premises and to Public Areas and public facilities of the Airport.

B. The ingress and egress provided for in Section 4.06. A. shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any

service for or on behalf of AIRLINE that AIRLINE is not authorized to engage in or perform under the provisions hereof unless expressly authorized by the Director.

C. CITY shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for AIRLINE's use pursuant to this Agreement or otherwise, either temporarily or permanently, provided that reasonable notice to AIRLINE is given and a reasonably comparable means of access, ingress and egress is provided in lieu thereof. CITY shall suffer no liability by reason thereof, and such action shall in no way alter or affect any of AIRLINE's obligations under this Agreement.

ARTICLE 5
CAPITAL IMPROVEMENTS

Section 5.01. Capital Improvements/Sources of Funding

From time to time during the term of this Agreement, CITY may undertake Capital Improvements. CITY shall use its best efforts to obtain Federal and State grants-in-aid for such Capital Improvements. The balance of funds required for such Capital Improvements shall be provided, at CITY's discretion, from:

1. The Capital Improvement Account (as defined in Section 5.01. B.), and/or
2. The net proceeds of Airport Revenue Bonds, subject to the provisions of this Section 5.01. as set forth below, and/or
3. Any other funds legally available to CITY.

A. **Coordination Procedures.** As part of the Annual Budgeting process described in Section 7.03. hereof, or at such other time during a given Fiscal Year as circumstances may warrant, CITY shall notify the Signatory Airlines in writing of its intent to undertake Capital Improvements. Such notice shall include a general description of the proposed Capital Improvements; general information regarding the need for and benefits to be derived from the Capital Improvements; cost estimates; and the source of financing to be used. If requested by the Signatory Airlines, CITY shall convene a meeting to discuss its plans regarding such Capital Improvements, and attain Signatory Airline concurrence as required by Section 5.01. C. hereof.

B. **Capital Improvement Account.** CITY shall establish a Capital Improvement Account for the deposit of allocated Airport Revenues required to fund CITY's Annual Budgeted Airport Capital Improvement Program for each Fiscal Year. Amortization of Capital Improvements funded from the Capital Improvement Account will be included in the recalculation of rentals, fees, and charges as set forth in Article 7.

If, at the end of any Fiscal Year, the unencumbered or uncommitted amount on deposit in the Capital Improvement Account exceeds the total of deposits to that account for the two preceding Fiscal Years, that excess shall be a credit in the calculation of airline rates and charges for the upcoming Fiscal Year.

C. **AIRLINE Approvals of Capital Improvements.** The CITY shall fund annually, at its discretion, all Capital Improvements for which it receives FAA grants-in-aid under the Federal Airport Improvement Program or a successor program or funded with any future PFCs as permitted by law, or funded with CFCs. The CITY shall also fund annually, at its discretion, Capital Improvements totaling Five Hundred Thousand Dollars ($500,000) from the Capital Improvement Account.

Capital Improvements not funded, in part, by FAA grants-in-aid, or PFCs or CFCs and not included in the CITY's $500,000 discretionary amount shall require the concurrence of the Signatory Airlines. Concurrence shall be deemed to have been received unless, within thirty (30) days of the meeting requested by Signatory Airlines as provided in Section 5.01. A. (or within sixty (60) days of the original notice, should the meeting not take place for whatever reason), concurrence is specifically withheld, in writing, with explanation by each of the number of Signatory Airlines representing both 51% of the Signatory Airlines and 51% of the total amount of the rental fees and charges paid to the CITY by all Signatory Airlines in the immediately preceding six (6) month period.

D. **Exceptions.** Even if concurrence is initially withheld on any proposed Capital Improvement, CITY may include the cost of such Capital Improvement in that Fiscal Year's calculation of Signatory Airline rentals, fees, and charges, if such Capital Improvement is necessary or prudent to:

1. Ensure compliance with a rule, regulation, or order of any Federal, State, or Local governmental agency (excluding CITY) that has jurisdiction over the operation of the Airport.
2. Maintain, operate, or create Airport functional capability at a level that is required
   a. For public health, safety, or welfare, or
   b. For the security of the Bonds.
3. Satisfy judgments against Airport rendered by a court of competent jurisdiction.
4. Repair casualty damage net of insurance proceeds to Airport property.
5. Acquire land to preserve and protect the Airport or to mitigate noise effects.

ARTICLE 6
RENTALS, CHARGES, AND FEES

Section 6.01. General

In return for use of the premises and facilities, and the rights, licenses, and privileges granted hereunder and for the undertakings of CITY, AIRLINE agrees to pay CITY during the term of this Agreement, without notice or demand and without deduction or set-off, all applicable rentals, fees, and charges as set forth herein during the term of this Agreement.

Section 6.02. Monthly Activity Report

A. AIRLINE shall furnish to CITY on or before the tenth (10th) day of each month, an accurate report, in a format to be provided by CITY, of AIRLINE's operations at the Airport during the preceding month. Said report shall include, but shall not be limited to:

1. AIRLINE's total number of Aircraft Landings for the month by type of aircraft, the Maximum Certificated Gross Landing Weight of each aircraft, and the Total Landed Weight for the month.
2. The total number of enplaning and deplaning passengers for the month.
3. The tonnage of cargo.
4. Freight.
5. Mail.

B. If AIRLINE fails to furnish CITY with the report required by Section 6.02. A., AIRLINE's landing fee, as provided for hereinafter, shall be determined by assuming that AIRLINE's Total Landed Weight for such month was one hundred percent (100%) of its Total Landed Weight during the most recent month for which such data is available for AIRLINE. Any necessary adjustment in such landing fee shall be calculated after an accurate report is delivered to CITY by AIRLINE for the month in question. Resulting surpluses or deficits shall be applied as credits or charges to the appropriate invoices in the next succeeding month.

Section 6.03. Terminal Building Space Rentals

AIRLINE shall pay to CITY for its Exclusive Use Space, Preferential Use Space, Common Use Space, and Joint Use Space in the Terminal Building, as set forth in Section 7.04., monthly rentals based on annual rental rates, with such rates to be calculated each Fiscal Year as set

forth in Section 7.04. Exhibit E sets forth AIRLINE's Leased Premises. Exhibit G sets forth an illustration of annual Terminal Building rentals of all Air Transportation Companies.

Rentals for Common Use Space shall be prorated among all Air Transportation Companies utilizing the Terminal Building according to the Common Use Formula, which shall be calculated each month to determine the next month's proration of Common Use Space costs using the previous month's data supplied by the Air Transportation Companies utilizing the Terminal Building. However, if a new airline begins service at the Airport or if an airline ceases serving the Airport, the proration of Common Use Space costs will be redetermined by CITY in consultation with the Signatory Airlines to take into account any such change in service. Such a redetermination shall not affect AIRLINE's obligation to pay its equal share of Common Use Space rentals comprised of the 20% of the total Common Use Space rentals divided by the remaining number of airlines (excluding Signatory Airline Affiliates).

Rentals for Joint Use Space shall be prorated among joint use tenants according to the Joint Use Formula.

Section 6.04. Landing Fees

AIRLINE shall pay CITY monthly landing fees to be determined by multiplying the number of thousand (1,000) pound units of Total Landed Weight for AIRLINE during the month by the then current Landing Fee Rate established pursuant to Section 7.05. hereof.

Section 6.05. Payment Provisions/Interest on Overdue Amounts

A. Terminal Building space rentals shall be due and payable in equal monthly installments in advance on or before the first business day of each month and shall be subject to adjustment as provided in Article 7.

B. Upon receipt of AIRLINE's Monthly Activity Report submitted to CITY as provided in Section 6.02., CITY shall transmit to AIRLINE an invoice for the amount of landing fees incurred by AIRLINE during said month, as computed by CITY. The acceptance by CITY of any payment made by AIRLINE shall not preclude CITY from verifying the accuracy of AIRLINE's report and computations or from recovering any additional payment actually due from AIRLINE. Within thirty (30) days from the last day of the preceding month, AIRLINE shall pay its total landing fees for that preceding month to CITY.

C. Any payment not received by the due date shall accrue interest at the rate of one-and-one-half percent (1.5%) per month from the due date until paid in full.

Section 6.06. Security Deposits: When Required

A. To provide security for the rentals, fees, and charges due hereunder, AIRLINE shall provide the security specified in Sections 6.07. and 6.08., unless the CITY determines that AIRLINE qualifies for relief from such requirement as set forth in this Section 6.06.:

1. No security for payment shall be required if AIRLINE:
   a. Has provided regularly scheduled passenger flights to and from the Airport for the eighteen (18) months prior to the Effective Date of this Agreement (or the date of any assignment permitted pursuant to Section 12.01.).
   b. Has not been delinquent with respect to the payment of any and all rentals, fees, and charges payable by AIRLINE to the CITY during said period.
2. No security for payment shall be required if, after procuring the security required by Section 6.07. for a period of eighteen (18) consecutive months during which period AIRLINE has provided regular passenger service to and from the Airport, AIRLINE commits no event of default under Section 13.01.
3. No security for payment shall be required of AIRLINE if it has not provided regular passenger service to and from the Airport for a period of eighteen (18) months prior to the Effective Date of this Agreement (or the date of any assignment permitted by Section 12.01.), if the CITY determines that
   a. AIRLINE has provided such service to at least eight (8) other airports in the United States for said eighteen (18) months.
   b. AIRLINE has not been delinquent in payment of rentals, fees, and charges at any such other airports.

   It is the burden of AIRLINE to prove to the CITY's satisfaction that it is not required to provide security pursuant to this Section 6.06. A. 3.

B. If AIRLINE shall commit an event of default under Section 13.01., the CITY shall have the right, by written notice to AIRLINE, to impose or re-impose the security requirements of Section 6.06. A. In such event, AIRLINE shall provide the CITY with the required security and shall thereafter maintain such security in effect until it complies with the

provisions of Section 6.06. A. 2. The CITY shall have the right to re-impose the requirements of Section 6.06. A. each time AIRLINE commits such an event of default during the term of this Agreement. The CITY's rights under this Section 6.06. B. shall be in addition to all other rights and remedies provided to the CITY under this Agreement or by law.

Section 6.07. Types of Security Deposit

A. When required by Section 6.06. to provide security for the rentals, fees, and charges due hereunder, AIRLINE shall comply with any one of the following three (3) options within thirty (30) days following the Effective Date of this Agreement, or the CITY's notice pursuant to Section 6.06. B.

1. Post with the CITY a surety bond, to be maintained for the eighteen (18) month period referred to in Section 6.06. A. Such bond shall be issued by a surety company acceptable to the CITY and authorized to do business in the State of Montana, and shall be in a form and content satisfactory to the CITY.
2. Deliver to the CITY an irrevocable letter of credit drawn in favor of the CITY upon a bank which is satisfactory to the CITY, and which is authorized to do business in the State of Montana. Said letter of credit shall be kept in force for the eighteen (18) month period referred to in Section 6.06. A. and shall be in a form and content satisfactory to the CITY.
3. Provide such other security as the CITY may elect to accept, using the standards of a prudent bank, as an alternative to that specified in Section 6.07. A. 1. and 2.

B. For purposes of this Section 6.07., any surety bond or letter of credit shall be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein with respect to rentals, fees, and charges during the term of this Agreement.

Section 6.08. Amount of Security Deposit

The amount of security required by Section 6.07. shall be an amount equal to three (3) months' average rentals on Airline Premises and landing fees, all as reasonably estimated by the CITY.

Section 6.09. Passenger Facility Charge

A. CITY shall have the right to assess airline passengers a PFC for the use of the Airport in accordance with the requirements of 14 CFR Part 158. AIRLINE shall collect on behalf

of and remit to CITY any such charges in accordance with the requirements of 14 CFR Part 158. Any charges collected by the AIRLINE shall, pending remittance to CITY, be held in trust for the CITY, to be utilized for the benefit of CITY. CITY shall have the right to use all such PFCs collected in any lawful manner.

B. AIRLINE and CITY shall be bound by and shall observe all of the provisions of 14 CFR Part 158 as they apply to either or both parties.

C. If the term remaining on this Agreement is five (5) years or more or any extension of this Agreement makes its term five (5) years or more, this Agreement shall not apply to any part of the Airport funded in whole or in part with PFC revenue and exclusively leased to a Signatory Airline. All such parts of the Airport funded with PFC revenue that are exclusively leased or used by AIRLINE shall be subject to a separate agreement of less than five (5) years in length.

D. If AIRLINE fails to remit PFC revenue to the CITY within the time limits established by Federal Regulation, AIRLINE shall be deemed to be in default pursuant to Section 13.01.

Section 6.10. Records of AIRLINE

AIRLINE shall keep and maintain a complete and adequate set of records of all the landing weights as defined herein, for the use of the Airport and payment of fees required under this Agreement for three (3) years, and shall make such records available within thirty (30) days from the date AIRLINE receives a written request from CITY for inspection by CITY or its authorized representative at any reasonable time.

Section 6.11. Net Agreement

This is a net Agreement with reference to rentals, fees, and charges paid to CITY. AIRLINE shall pay all taxes or license fees of whatever character that may be lawfully levied, assessed, or charged by any governmental entity other than CITY upon the property, real and personal, occupied, used, or owned by AIRLINE, or upon the rights of AIRLINE to occupy and use the premises and emolument received hereby, or upon AIRLINE's improvements, fixtures, equipment, or other property thereon, or upon AIRLINE's rights or operations hereunder. AIRLINE shall have the right at its sole cost and expense to contest the amount or validity of any tax or license as may have been or may be levied, assessed, or charged.

Section 6.12. Other Fees and Charges

Except as expressly provided for herein, no further rentals, fees, or charges shall be levied against or collected from AIRLINE, its passengers, shippers, and receivers of freight and express, nor its suppliers of material, contractors, or furnishers of services, by CITY for the premises, facilities, rights, licenses, and privileges granted to AIRLINE under this Agreement. However, CITY expressly reserves the right to assess and collect reasonable fees for inflight catering, vending, ground transportation, and other services provided:

1. By AIRLINE for another Air Transportation Company (other than a Signatory Airline Affiliate).
2. For AIRLINE by other concessionaires and operators (other than a Signatory Airline Affiliate), if such services are provided in competition with concessionaires and operators operating under an agreement with CITY.

The CITY shall not have the right to assess or collect a fee for ground handling or emergency services provided:

1. By AIRLINE or its Signatory Airline Affiliate for another Air Transportation Company.
2. For AIRLINE by another Signatory Airline or a Signatory Airline Affiliate.

Anything in this Agreement to the contrary notwithstanding, this section shall not be interpreted or understood as contracting away CITY's governmental authority.

ARTICLE 7
RECALCULATION OF RENTALS, FEES, AND CHARGES

Section 7.01. General

Rentals, fees, and charges will be reviewed and recalculated annually based on the principles and procedures set forth in this Article 7, to be effective July 1 of each Fiscal Year.

Section 7.02. Accounting Records

A. As soon as practicable following the execution of this Agreement, CITY shall establish, and thereafter maintain, accounting records documenting the following items allocable to each Airport Cost Center:

1. Airport Revenues.
2. Maintenance and Operating Expenses.
3. Annual Debt Service Requirement.
4. Amortization of the cost of Capital Improvements financed by CITY from other than Airport Revenue Bonds or grants-in-aid.
5. Any annual funding requirements pursuant to the applicable Bond Resolution(s).
6. Any other costs, which may be included in the calculation of airline rentals, fees, and charges under the terms of this Agreement.

B. For purposes of keeping AIRLINE informed as to the financial performance of the Airport, CITY shall provide to AIRLINE its Annual Budget and, at AIRLINE's request, audited financial statements as well as any supplemental Airport financial data required to assess the adequacy of rentals, fees, and charges established under this Agreement.

Section 7.03. Coordination Procedures—Budget Review and Calculation of Rentals, Fees, and Charges

A. At least ninety (90) days prior to the beginning of each Fiscal Year, and at the request of CITY, AIRLINE shall submit to CITY, in writing, its Maximum Certificated Gross Landing Weight projected for that Fiscal Year. At least sixty (60) days prior to the beginning of each Fiscal Year, CITY shall submit to AIRLINE the following reports:

1. CITY's proposed Annual Budget and Capital Improvement Program for the next Fiscal Year, including all estimated Airport Revenues; Maintenance and Operating Expenses; Annual Debt Service Requirement; and proposed expenditures for Capital Improvements.
2. CITY's calculation of proposed Signatory Airline rentals, fees, and charges for the Fiscal Year, based on the proposed Annual Budget and the procedures set forth in this Agreement.

B. Upon request of CITY or the Signatory Airlines, a meeting will be held between the Director and the Signatory Airlines to discuss the proposed Annual Budget and the calculation of Signatory Airline rentals, fees, and charges. CITY shall give full and reasonable consideration to any comments and suggestions of AIRLINE, but shall retain full authority to make all final decisions, regarding the proposed Annual Budget and the calculations of rentals, fees, and charges, except as provided in Section 5.01. herein.

C. CITY shall adopt an Annual Budget and Capital Improvement Program that may include revisions made as a result of:

1. CITY's discussions with the Signatory Airlines.
2. CITY's budgetary review process.
3. AIRLINE's approval process as provided in Section 5.01. herein.

CITY shall promptly furnish AIRLINE with a copy of such adopted Annual Budget and Capital Improvement Program, together with the calculation of rentals, fees, and charges that will become effective as of the first day of the Fiscal Year.

Section 7.04. Calculation of Terminal Building Rentals

Terminal Building rental rates shall be calculated in the following manner, as illustrated in Exhibit G.

A. CITY's estimated Terminal Building Cost for the Fiscal Year shall be calculated by totaling the following amounts:

1. The total estimated direct and allocated indirect Maintenance and Operating Expenses allocable to the Terminal Building.

2. An amount equal to one hundred and twenty-five percent (125%) of the Annual Debt Service Requirement on Airport Revenue Bonds allocable to the Terminal Building.
3. An amount equal to the annual principal and interest due on subordinated debt allocable to the Terminal Building.
4. The estimated annual amortization of the cost of CITY assets allocable to the Terminal Building and financed by CITY from sources other than Airport Revenue Bonds, PFCs, CFCs, or grants-in-aid. Such annual amortization shall be calculated at an interest rate of seven percent (7%) for thirty (30) years.
5. An amount equal to the deposit to the Maintenance and Operating Reserve Account allocable to the Terminal Building.
6. Any other cost or expense directly related to the Terminal Building.
7. Any estimated credit or deficit allocable to the Terminal Building resulting from an excess or shortfall in revenues or expenses during the current Fiscal Year, or resulting from the variance between estimated and actual revenues and expenses used in calculating Terminal Building rentals.

B. The net estimated Terminal Building Cost for the succeeding Fiscal Year shall be calculated by crediting Nonairline Terminal Building Revenues, as set forth in the Annual Budget, to the estimated Terminal Building Cost calculated pursuant to Section 7.04. A.

C. The estimated Terminal Building Cost for the Fiscal Year will then be divided by the total amount of Rentable Space to determine the average Terminal Building rental rate per square foot.

Section 7.05. Calculation of the Landing Fee Rate

Landing fee rate per 1,000-pound unit of total Maximum Certificated Gross Landing Weight shall be calculated annually. Whenever the adjustment calculation involves an estimate, the estimate of CITY shall be used and shall be based on past performance and future expectations.

A. Each year CITY shall calculate the Airport Cost for the succeeding Fiscal Year by totaling the following amounts:

1. The total of estimated direct and indirect Maintenance and Operating Expenses of the Airport.

2. An amount equal to one hundred and twenty-five percent (125%) of the Annual Debt Service Requirement on Airport Revenue Bonds of the Airport.
3. An amount equal to the principal and interest on the subordinated debt of the Airport.
4. The annual amortization of the total amount of any expenditure made by CITY for Capital Improvements before July 1 of the adjustment year, and financed by CITY from the Capital Improvement Account. Amortization of Capital Improvements undertaken after the date of this Agreement shall be included only:
   a. When such improvement is completed and available for use.
   b. If such improvement has been reviewed in accordance with Article 5 hereof.

   Such annual amortization shall be calculated at an interest rate of seven percent (7%) for thirty (30) years.
5. An amount equal to the deposit to the Maintenance and Operating Reserve Account and the deposit, if any, to the Renewal and Replacement Reserve Account.
6. Any other cost or expense of the Airport
7. The Capital Improvement Factor.
8. Any credit or deficit resulting from an excess or shortfall in revenues or expenses during the current Fiscal Year or resulting from the variance between estimated and actual revenues and expenses used in calculating airline rentals, fees, and charges.

B. The Airport Requirement for the succeeding Fiscal Year shall be calculated by crediting:

1. Nonairline Revenues.
2. Airline Terminal Building rentals.

As set forth in the Annual Budget, to the Airport Cost calculated pursuant to Section 7.05. A.

C. The landing fee rate for the succeeding Fiscal Year shall be calculated by dividing the Airport Requirement calculated pursuant to Section 7.05. B. by the composite estimate of the Total Landed Weight for all Airlines for the succeeding Fiscal Year.

Section 7.06. Extraordinary Adjustments of Rentals, Fees, and Charges

A. Notwithstanding any other provisions hereof, if, at any time during the term hereof, Airport Revenues and fund balances are not sufficient to pay, when due, all items included in the reports prepared by CITY pursuant to this Article 7, or to pay any other expense or cost necessary to, or arising out of, the operation of the Airport, including, without limitation, emergency repairs or replacements, the reasonable necessary cost of defending, settling, or satisfying any litigation or threatened litigation that relates to the Airport, or any aspect thereof, to compensate for the loss of revenue by reason of any labor dispute, or to compensate for the temporary or permanent loss of air service provided by another scheduled airline, CITY may, upon notice to and consultation with AIRLINE, increase the rentals, fees, and charges under this Agreement to such amount as is sufficient to assure CITY that all such items, expenses, and costs shall be paid in full, solely from Airport Revenues.

B. If total landing fees of all airlines for any quarter vary by more than ten percent (10%) from the projected total landing fees for such quarter, the landing fee rate may be adjusted for the balance of such Fiscal Year by an amount equal to the difference between projected and actual total landing fees divided by the estimated Total Landed Weight of all Airlines during the balance of such Fiscal Year.

ARTICLE 8
AUTHORIZING LEGISLATION FOR SALE OF BONDS

Section 8.01. General

A. In the event of conflicts between this Agreement and the Bond Resolution, the Bond Resolution shall govern.

B. Subject to the terms and provisions of the Bond Resolution, it is mutually understood and agreed that, so long as any Airport Revenue Bonds secured by the Bond Resolution are outstanding, the deposit and application of Airport Revenues shall be governed by the Bond Resolution.

C. In the event all outstanding bonds are retired and the Bond Resolution is no longer applicable, the flow of revenues will be handled as set forth hereunder.

ARTICLE 9
MAINTENANCE, REPAIR, ALTERATIONS, AND IMPROVEMENTS

Section 9.01. AIRLINE's Responsibilities

It is understood and agreed that AIRLINE shall have the following maintenance and repair obligations:

A. AIRLINE agrees that, upon AIRLINE's occupancy of its Exclusive Use Space, such space is in good and tenantable condition.

B. AIRLINE shall, at its sole expense and in a manner reasonably acceptable to CITY:

1. Maintain its Exclusive Use Space in the conditions prevailing at the time of the Execution Date subject to reasonable wear and tear.
2. Maintain its preferentially assigned Aircraft Parking Position(s) in a neat, clean, and orderly condition, free from unused, non-operational or obsolete equipment or parts, litter, debris, refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, or suppliers; and remove all spills of any kind including oil and grease spillage that is attributable to AIRLINE's aircraft or equipment at its Aircraft Parking Position(s) or any other location where AIRLINE's aircraft or equipment has caused oil or grease spills.
3. Maintain all passenger walkways across ramp areas used to board aircraft or to bring passengers into the Terminal Building, so that walkways are free from all obstructions, snow and ice, and safe for passenger use.

C. If AIRLINE fails to perform its obligations under this Article 9, CITY may do so, after reasonable written notice and time for AIRLINE to cure said obligations. CITY may recover its entire cost plus a fifteen percent (15%) administrative charge from AIRLINE as Additional Rent on the next rent due date.

Section 9.02. CITY's Responsibilities

It is understood and agreed that CITY shall have the following maintenance and repair obligations:

A. CITY, during the term of this Agreement, shall retain FAA Airport Certification and keep in good repair, or arrange for the operation, maintenance, and good repair of, the Airport, including, but not limited to, the Public Areas, Common Use Space, Joint Use Space, and the Preferential Use Space of the Terminal Building, vehicular parking areas, runways, field lighting, taxiways, aprons, roadways, and all appurtenances, facilities, and services now or hereafter connected with the foregoing. CITY also shall keep the Airport reasonably free from obstruction, including, without limitation, vegetation, stones, and other foreign matter, as reasonably necessary, from the landing area, ramp area, taxi area, roadways, vehicular parking areas, and aircraft parking areas for the safe, convenient, and proper use of the Airport by AIRLINE.

B. CITY shall keep, or make appropriate arrangements to keep, the Exclusive Use Space, Public Areas, Common Use Space, Joint Use Space, and Preferential Use Space of the Terminal Building clean and presentable. CITY shall provide and supply in such areas of the Terminal Building signs, heat, electricity, light, power, air conditioning, wastewater disposal, water, and janitorial services, including trash removal. Interruption of services shall not constitute a breach of this Agreement by CITY, but CITY shall use its best efforts to restore such service after interruption. CITY reserves the right during the term of this Agreement to require reimbursement for its janitorial services or any other service described in this Section 9.02. B., or to require AIRLINE to perform janitorial services on its Exclusive Use Space. In addition, CITY shall keep, or make appropriate arrangements to keep, the Joint Use Space, Common Use Space, Preferential Use Space, and the Public Areas adequately and attractively equipped, furnished, and decorated.

C. The undertakings by CITY under this Section 9.02. do not relieve AIRLINE of its duties to maintain any leased facilities and to use Preferential Use Facilities with due care.

Section 9.03. CITY's Right to Inspect and Make Repairs

CITY, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right (with advance notice, other than in the event of an emergency, at such times as may be reasonable under the circumstances and with as little interruption of AIRLINE's operations as is reasonably practicable) to enter AIRLINE's Exclusive Use Space and Preferential Use Space for the following purposes:

A. To inspect such space to determine whether AIRLINE is in compliance with the terms and conditions of this Agreement.

B. To accomplish repairs or replacements pursuant to Section 9.02., or in any case where AIRLINE is obligated to make repairs or replacements and has failed to do so, after notice, make such repairs or replacements on AIRLINE's behalf.

C. In the exercise of CITY's police powers.

D. To perform electrical maintenance and other maintenance where CITY determines that it is necessary or desirable to do so in order to preserve the structural safety of such space or areas or to correct any condition likely to cause injuries or damages to persons or property.

E. To install and maintain for the sole use of CITY, without cost to AIRLINE, and without unreasonable interference with AIRLINE's use and occupancy, facilities and appurtenances necessary for the safe or efficient operation of the Airport, including, but not limited to, installation, operation, and maintenance of gas, water, electric service, sewers, communications, telephones, signal lines, lights, air tubes, fire protection systems, pipes, ducts, cables, conduits, wires, and similar installations.

F. Within thirty (30) days prior to termination of this Agreement or any part hereof, to alter, renovate, and redecorate the space or area so terminated, if AIRLINE has removed all or substantially all of its property from such space or area and if such alteration, renovation, and redecorating can be accomplished without interfering unreasonably with AIRLINE's use of such space or area.

No such entry by or on behalf of CITY upon any Exclusive Use Space leased to AIRLINE shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with the possession thereof by AIRLINE. AIRLINE shall have the right, but not the obligation, to have its representative accompany CITY, its authorized officers, employees, contractors, and other representatives on any inspection or repair tours as outlined in this Section 9.03.

Section 9.04. Alterations and Improvements

A. AIRLINE shall make no alterations, additions, improvements, or installations to or on the space leased under this Agreement without the prior written approval of the Director, which shall not be unreasonably withheld.

B. AIRLINE agrees that if any mechanic's or materialman's lien is filed against the Leased Premises or facilities for materials furnished or labor or services performed for AIRLINE at the Airport and such lien is not promptly discharged by AIRLINE by payment, AIRLINE will forthwith obtain a discharge of such lien in accordance with the provisions of the State law and provide evidence of said discharge to CITY.

ARTICLE 10
DAMAGE OR DESTRUCTION OF PREMISES

Section 10.01. Damage or Destruction

A. If, by reason of any cause, the Terminal Building is damaged to such an extent that AIRLINE's Leased Premises are untenantable in whole or in substantial part, then AIRLINE shall give immediate notice thereof to the Director and the damage shall be repaired at the expense of the CITY, unless the damage was caused by AIRLINE, without unreasonable delay unless CITY determines that the damage is so extensive that repair or rebuilding is not feasible. From the date of such damage until said area is repaired, monthly payments hereunder shall be abated in such amount as may be in direct proportion to the space damaged and unrentable; provided, however, that if an area shall be so slightly damaged as not to be rendered unfit for occupancy nor to cause AIRLINE's use to be unreasonably inefficient, the rent hereunder shall not be abated during any occupancy and during any repair period.

In the event that the damage to the area is so extensive as to render it untenantable, the rent for such area shall cease until such time as the area shall again be put in repair; however, in the event that the area is damaged to such an extent as to render it necessary, in the exclusive reasonable judgment of CITY, not to rebuild same, then, at the option of CITY or AIRLINE, and upon thirty (30) days written notice to the other, this Agreement as it applies to said area shall cease and come to an end, and the rent hereunder shall be apportioned and paid up to the date of such damage.

If CITY elects to rebuild said area (and if AIRLINE does not elect to terminate under the immediately preceding paragraph), CITY shall notify AIRLINE of such intention within thirty (30) days of the date of the damage; otherwise, the Agreement as it applies to said area shall be deemed canceled and of no further force or effect. CITY's obligations to rebuild or repair under this Article 10 shall, in any event, be limited to restoring said area to substantially the condition that existed prior to the commencement of any improvements by AIRLINE and shall further be limited to the extent of the insurance proceeds available to CITY for such restoration. AIRLINE agrees that if CITY elects to totally repair or rebuild as provided in this Article 10 (and AIRLINE did not elect to terminate), then AIRLINE will proceed with reasonable diligence and at its sole cost and expense (unless such damage is caused by the sole negligence of CITY) to rebuild,

repair, and restore its signs, fixtures, furnishings, equipment, improvements, and other items provided or installed by AIRLINE in or about the Leased Premises in a manner and to a condition at least equal to that which existed prior to its damage or destruction.

B. Notwithstanding the provisions of this Article 10, in the event that due to the negligence or willful act or omission of AIRLINE, its employees, agents, representatives, or contractors, AIRLINE's Leased Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said AIRLINE's leased space. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to CITY by reason of such damage or destruction, AIRLINE shall pay the amount of such additional costs to the CITY.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

Section 11.01. Insurance

A. AIRLINE shall, without expense to CITY, and upon commencement of the term hereof, and prior to commencement of any operations at the Airport, obtain and cause to be kept in force, liability insurance coverage, with limits as hereinafter stated. Such insurance policies, except worker's compensation/employee liability insurance, must be primary and non-contributory and endorsed naming CITY, its officers, agents, and employees as primary additional insureds to the full extent of AIRLINE's indemnity obligations hereunder.

Such insurance shall include aviation general liability coverage, aircraft liability coverage, worker's compensation/employer's liability insurance, and automobile liability insurance coverage, and shall not be in amounts less than hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that CITY will be given not less than thirty (30) days notice prior to the cancellation, or material change of the provisions or coverages affecting the interests of CITY provided by said policies. The aviation general liability policies shall include contractual liability coverage.

AIRLINE shall cause a certificate or certificates of insurance and all endorsements to be furnished to CITY evidencing all such insurance coverage. If CITY is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this Agreement, AIRLINE shall, within thirty (30) days prior to the effective date of such cancellation or change, obtain and provide CITY with certificates evidencing the re-establishment of the insurance coverage required hereby.

B. Insurance limits of aviation general liability coverage and aircraft liability coverage shall be in an amount not less than One Hundred Fifty Million Dollars ($150,000,000) per occurrence for airlines operating aircraft with one hundred (100) or more seats; not less than One Hundred Million Dollars ($100,000,000) per occurrence for airlines operating aircraft with between ninety-nine (99) and sixty (60) seats; not less than Fifty Million Dollars ($50,000,000) per occurrence for airlines operating aircraft with between fifty-

nine (59) and twenty (20) seats; with all of the above listed limits subject to a Twenty-Five Million Dollar ($25,000,000) per occurrence sublimit for personal injury to non-passengers, and Twenty Million Dollars ($20,000,000) per occurrence for airlines operating aircraft with nineteen (19) or fewer seats with a Twenty Million Dollar ($20,000,000) per occurrence sublimit for personal injury to non-passengers. For purposes of this Paragraph, the number of seats is determined based upon the largest aircraft in AIRLINE's fleet that may be utilized for Scheduled Service at the Airport.

CITY reserves the right to review and reasonably modify, after consultation with AIRLINE, the limits stated above annually, to give effect to the changing risk management environment and inflationary trends.

C. AIRLINE shall procure and maintain in force, liability insurance applicable to the ownership, maintenance, use, or operation of any automobile, mobile equipment, or other ground vehicle at the Airport, including owned, non-owned, or hired, in an amount not less than $1,500,000 per occurrence.

D. Insofar as said insurance provides protection against liability for personal injury, bodily injury, death, and property damage, CITY shall be included as a primary additional insured to the extent of AIRLINE's indemnity obligations hereunder. CITY shall have no liability for any premiums charged for such coverage, and the inclusion of CITY as a primary additional insured is not intended to, and shall not, make CITY a partner or joint venturer with AIRLINE in its operations on the Airport. All insurance policies of the CITY and Airport, including airport commercial general liability policies, will be excess and noncontributory for AIRLINE'S operations.

E. Worker's Compensation/Employer's Liability Insurance shall be maintained in force by AIRLINE for all employees engaged in the operations under this Agreement. The limits of coverage shall meet the statutory requirements required for the State of Montana.

Section 11.02. Indemnification

AIRLINE hereby agrees to indemnify, defend, and hold harmless CITY, its officers, directors, agents, and employees for all damages to the real and personal property of the CITY, which shall be caused by any act, omission, use, occupancy, or operation of AIRLINE, its agents, representatives, officers, and employees on or about, or related to the Airport.

AIRLINE shall indemnify, defend, and hold harmless CITY for all sums that CITY shall become obligated to pay by reason of the liability, if any, imposed by law upon CITY for damages relating to personal injury, bodily injury, including damages for care and loss of service, and including death at any time resulting from bodily injury, and because of injury to or destruction of property, including the loss of use thereof, provided such damages were caused by or resulted from any of the activities, omissions, or operations of AIRLINE, its agents, representatives, officers, employees, contractors, and independent contractors.

In addition, with respect to any claims, actions, suits, damages, or judgments caused by or resulting from acts, omissions, or operations of AIRLINE, its agents, representatives, officers or employees, AIRLINE shall:

A. Investigate or cause the investigation of accidents involving such injuries.

B. Negotiate or cause to be negotiated all claims made, as may be deemed expedient by AIRLINE, and defend, or cause to be defended, suits for damages, even if groundless, false, or fraudulent, brought against the CITY on account of such injuries, death, or damages, in the name and on behalf of CITY, its officers, directors, representatives, agents, and employees.

C. Pay and satisfy judgments finally establishing the liability of CITY, its officers, directors, representatives, agents, and employees in all actions defended by AIRLINE pursuant to this Section 11.02.

D. Pay or cause to be paid:

1. All costs levied against CITY, its officers, directors, representatives, agents, and employees in any legal proceeding defended or caused to be defended by AIRLINE as aforesaid.
2. Any interest accruing up to the date of payment by AIRLINE.
3. All premiums charged for appeal bonds required in such proceedings.
4. All reasonable expenses incurred by CITY, its officers, directors, representatives, agents, and employees for investigation, negotiation, and defense.

AIRLINE shall not, however, be liable as set forth in this Section 11.02. with respect to any bodily injury, death, or injury to or destruction of property which results solely from the negligence, or wanton or willful misconduct of CITY, its officers, directors, representatives, agents, or employees.

CITY shall, promptly upon receipt, give AIRLINE every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein. In the event CITY fails to give AIRLINE notice of any such demand, notice, summons, or other process received by CITY and such failure to give notice results in actual and material prejudice to AIRLINE in the defense of any action or legal proceeding contemplated herein, such failure or delay shall release AIRLINE of its liability as set forth in this Section 11.02. insofar as only the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this Article 11 shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against CITY. This Section 11.02. shall not be construed as a waiver of CITY's immunity.

Section 11.03. Nonliability of CITY

CITY shall not be liable for AIRLINE's failure to perform any of its obligations under this Agreement or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by CITY, unless such failure to perform or delay in performance is caused by an act or omission on the part of CITY.

AIRLINE expressly agrees that CITY shall not be liable to AIRLINE for bodily injury or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, or acts of civil authority unless such injury or loss results from negligence of CITY.

ARTICLE 12
ASSIGNMENT OR SUBLEASE

Section 12.01. Assignment and Sublease

A. AIRLINE shall not assign this Agreement or any part hereof in any manner whatsoever or sublet the Leased Premises, any part thereof, or any of the privileges recited herein without the prior written consent of CITY, which shall not be unreasonably withheld. However, AIRLINE shall have the right to assign all or any part of its rights and interests under this Agreement to any affiliated Air Transportation Company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets, and the consent of CITY thereto shall not be required, but due notice of any such assignment shall be given to CITY at least thirty (30) days prior to such assignment hereunder.

B. All approved subleases shall provide that any rentals or fees to be paid by such AIRLINE sublessee shall be limited to AIRLINE's direct costs (reasonable rent, utilities, maintenance and operating charges, and capital charges related to improvements) of such space plus a reasonable administrative charge.

C. CITY may assign this Agreement or any part hereof to any successor entity deemed appropriate under the laws of the State of Montana. If such assignment is to occur, CITY shall notify AIRLINE in writing sixty (60) days prior to said assignment.

Section 12.02. Ground Support Operations Agreements

In the event AIRLINE agrees to ground handle any portion of the operations of another Air Transportation Company offering Scheduled Service, AIRLINE shall provide CITY advance written notice of such proposed activities, including a description of the type and extent of services to be provided, the effective date, and the duration of said services. Notwithstanding the provisions of the foregoing, AIRLINE may not ground handle another certificated Air Transportation Company without the prior written permission of CITY if such certificated Air Transportation Company does not have in force an operating agreement with CITY.

Section 12.03. Relinquishment of Space

If AIRLINE desires to relinquish any of its Exclusive Use Space, or any rights to Preferential Use Space or Common Use Space, AIRLINE shall notify CITY in writing of the space to be relinquished.

Section 12.04. Nonwaiver of Responsibility

No transfer or conveyance under a sublease, or granting of a license by AIRLINE, shall relieve AIRLINE of its responsibility for payment of rent and performance of all other obligations under this Agreement.

ARTICLE 13
DEFAULT

Section 13.01. Default

AIRLINE shall be deemed in default of this Agreement if AIRLINE:

1. Fails to pay rent or any other required payment due hereunder within thirty (30) days after receipt of written notice of a past due account.
2. Fails to commence immediately to keep and perform any of its other covenants and agreements within forty-five (45) days after receipt of written notice.
3. Fails to continue to complete any of its covenants and agreements after performance is commenced, or after the filing of any petition, proceedings, or action by or for AIRLINE under any insolvency, bankruptcy, or reorganization act of law**.**

A. In the event of AIRLINE default, without terminating this Agreement, CITY may reenter the space and improve and relet all or any part of it to others, for the account of AIRLINE, including costs of renovation and an administrative fee not to exceed fifteen percent (15%) paid to CITY for all sublease rentals received, and AIRLINE shall promptly reimburse CITY for any deficiency in rentals or other payments received under such sublease, as compared with AIRLINE's obligations hereunder.

B. In the event of AIRLINE default, CITY may terminate AIRLINE's rights under this Agreement, as provided in Section 14.02., without any restriction upon recovery by CITY of past due rentals and other obligations of AIRLINE. CITY shall have all additional rights and remedies as may be provided by law.

ARTICLE 14
TERMINATION

Section 14.01. Events Permitting Termination by AIRLINE

AIRLINE may terminate this Agreement, and all of its obligations hereunder, at any time that AIRLINE is not in default in its payments or other obligations under this Agreement to CITY hereunder by giving CITY thirty (30) days advance written notice upon or after the occurrence of any one of the following events:

A. The breach by CITY of any of the covenants or agreements contained in this Agreement for a period exceeding forty-five (45) days after receipt of written notice of such breach from AIRLINE; or

B. Action by CITY or such other governing jurisdiction prohibiting AIRLINE from using the Airport for a period exceeding sixty (60) days because of any deficiency of the Airport, or an unsafe operating condition existing at the Airport or in the surrounding airspace.

Section 14.02. Events Permitting Termination by CITY

CITY may terminate this Agreement, and all of its obligations hereunder, upon thirty (30) days advance written notice to AIRLINE and may exercise all rights of entry and re-entry upon the Leased Premises, with or without process of law, without forfeiture, waiver, or release of CITY's singular possessive rights to any sum of money due, upon:

A. Failure by AIRLINE to remedy any event of default as specified in Article 13 within the cure periods specified in Article 13; or

B. The cessation by AIRLINE of the conduct of Scheduled Service at the Airport unless such cessation of service is directly attributable to circumstances for which AIRLINE is not responsible, and which are not within its control. Suspension of flight operations due to labor related work stoppages shall not be considered cessation of Scheduled Service at the Airport.

Section 14.03. Termination Without Cause

AIRLINE may terminate this Agreement and all of its obligations hereunder at any time, provided AIRLINE is not in default in its payment or other obligations to CITY as set forth herein, and AIRLINE provides CITY One Hundred Eighty (180) days advance written notice.

ARTICLE 15
GENERAL PROVISIONS

Section 15.01. Rules and Regulations

A. AIRLINE shall observe and obey all lawful Rules and Regulations promulgated by CITY, from time to time during the term hereof, governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules and Regulations, as adopted and attached to this document as Exhibit H and as amended from time to time, shall be forwarded to AIRLINE's local manager. AIRLINE shall be provided written notice prior to the adoption of any Rules and Regulations by CITY. CITY agrees that all Rules and Regulations so promulgated shall not be inconsistent with any legally authorized rule or regulation of the FAA, or any other Federal or State agency, which is binding in law on AIRLINE, as the same now are or may from time to time be amended or supplemented.

B. AIRLINE shall not knowingly violate, nor permit its officers, agents, representatives, contractors, or employees acting on AIRLINE's behalf to knowingly violate, any such Rules and Regulations.

Section 15.02. Compliance with Law

A. AIRLINE shall not use the Airport or any part thereof, or permit the same to be used by any of its officers, employees, agents, representatives, subtenants, invitees, or licensees, for any illegal purposes and shall, at all times during the term of this Agreement, comply with all applicable regulations, ordinances, and laws of any CITY, County, or State government and of the U.S. Government, and of any political division or subdivision or agency, authority, or commission thereof which may have jurisdiction to pass laws or ordinances or to make and enforce rules or regulations with respect to the uses hereunder of the Leased Premises.

B. At all times during the term of this Agreement, AIRLINE shall, in connection with its activities and operations at the Airport:

1. Comply with and conform to all present and future statutes, ordinances, and regulations of all Federal, State, and other governmental bodies of competent jurisdiction that apply to or affect, either directly or indirectly, the AIRLINE or AIRLINE's operations and activities under this Agreement.

2. Make, at its own expense, all nonstructural improvements, repairs, and alterations to its Exclusive Use Space (subject to prior written approval of CITY), equipment, and personal property that are required to comply with or conform to any of such statutes and ordinances.
3. Reimburse CITY for AIRLINE's proportional share of all nonstructural improvements, repairs, and alterations to its Preferential Use Space, Joint Use Space, and Common Use Space that are required to comply with or conform to any of such statutes and ordinances.
4. Be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of AIRLINE hereunder.

Section 15.03. Nondiscrimination

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

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

Without limiting the generality of the foregoing, AIRLINE agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. AIRLINE agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. AIRLINE agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

1. No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.
2. No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.
3. AIRLINE shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

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

participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. AIRLINE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Section 15.03.

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended (42, U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which addresses discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*.).

Section 15.04. Granting of More Favorable Terms

CITY covenants and agrees not to enter into any lease, contract, or any other agreement with any other Air Transportation Company providing Scheduled Service at the Airport containing substantially more favorable terms than this Agreement, or to grant to any tenant engaged in scheduled Air Transportation, rights or privileges with respect to the Airport that are not accorded AIRLINE hereunder, unless the same rights, terms, and privileges are concurrently made available to AIRLINE; provided, however, that CITY reserves the right to permit nonscheduled itinerant aircraft operators to use existing Terminal Building and Terminal Building facilities on a charge-per-use basis, which charges shall at least approximately equate to the AIRLINE's effective cost per use. It is further provided that CITY reserves the right to construct a Special Purpose Facility and to collect such charges as required to recover capital and operating costs from the tenant or tenants of such Special Purpose Facility.

Section 15.05. Notices

A. Notices required hereunder shall be given by registered or certified mail or by any similar recognized handler of express mail by sending the same in the continental United States, postage prepaid, return receipt requested. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

1. CITY: Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, Montana 59105

2. AIRLINE: Notices to AIRLINE shall be mailed to the address appearing in Section 16.02.

B. Unless otherwise provided in this Agreement, any notice shall be effective and shall be deemed received by the addressee no later than three (3) non-holiday business days.

C. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

Section 15.06. Successors and Assigns Bound

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 15.07. Governing Law

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Montana and all litigation arising under this Agreement shall be conducted in either Federal, State, or District Courts in the State of Montana.

Section 15.08. Quiet Enjoyment

AIRLINE shall, upon payment of the rentals, fees, and charges required hereunder and upon compliance with the terms, covenants, conditions, and obligations on the part of AIRLINE to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and

privileges of the Airport, its appurtenances, and facilities as granted herein and by the Rules and Regulations.

Section 15.09. Nonliability of Agents and Employees

No member, officer, agent, representative, director, or employee of CITY or AIRLINE shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution or attempted execution of this Agreement.

Section 15.10. Prudent Operation

CITY shall operate the Airport with due regard for the interests of the public and Signatory Airlines and in such a manner as to produce revenues from concessionaires, other tenants, public parking operations, and other commercial users of the Airport of a nature and in an amount as would reasonably be produced by a prudent operator of an airport of similar size, use, and activity, consistent with sound management principles and applicable law, in the interest of protecting the financial integrity of the Airport. CITY hereby acknowledges its obligation under the Bond Resolution to apply and use all Airport Revenues for the maintenance, operation, administration, development and financing of the Airport, and retirement of Airport debt.

Section 15.11. Subordination to Agreements with the U.S. Government

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between CITY and the United States, or its agencies or departments relative to the maintenance or operation of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to CITY for Airport purposes, or to the expenditures of Federal funds for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended, or in accordance with successive Airport development acts. CITY covenants that it has no existing agreements with the United States in conflict with the express provisions hereof. During times of war or national emergency, all provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

Section 15.12. Nonwaiver of Rights

No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 15.13. Federal Aviation Act, Section 308

Nothing herein contained shall be deemed to grant to AIRLINE any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, AIRLINE shall have the right to exclusive possession of the Exclusive Use Space leased to AIRLINE under the provisions of this Agreement.

Section 15.14. Generally Accepted Accounting Principles

Whenever any report or disclosure referred to in this Agreement consists, either in whole or in part, of actual, year-end financial information, said financial information shall be prepared in accordance with generally accepted accounting principles consistently applied, if applicable.

Section 15.15. Depreciation and Investment Credit

Neither AIRLINE nor any successor of AIRLINE under this Agreement may claim depreciation or an investment credit with respect to the Leased Premises under the Internal Revenue Code of 1986, as amended, or any other law, rule, or regulation. AIRLINE hereby makes an irrevocable election binding on it and its successors in interest under this Agreement, not to claim such depreciation or investment credit with respect to the Leased Premises.

Section 15.16. Useful Life of the Facility

AIRLINE and CITY agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected economic life of the property or facilities covered by this Agreement. AIRLINE represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal property of the Airport, or real property subject to this Agreement.

Section 15.17. Severability

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

Section 15.18. Headings

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 15.19. Approvals

Throughout this Agreement, in the case that approval is required by the Director, CITY, or AIRLINE, such approval shall not be unreasonably withheld or delayed.

Section 15.20. Governmental Functions

A. Nothing contained herein shall impair the right of CITY, in the exercise of its governmental functions, to require AIRLINE to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to AIRLINE hereunder, or by State or Federal law.

B. CITY shall have no control over services or the rates, fares, or charges that AIRLINE may prescribe in connection with the conduct of its Air Transportation business.

Section 15.21. Amendment

Except as provided in this Agreement, no amendment, modification, termination, or alteration of the terms of this Agreement, including any amendment, modification, or alteration of this Section 15.21., shall be binding unless the same be in writing, dated subsequent to the date hereof, and approved and signed by both parties.

Section 15.22. Interpretation of Agreement

This Agreement is the result of extensive negotiations between the parties and shall not be construed against the CITY by reason of its preparation of this Agreement.

Section 15.23. Attorney Fees

In the event any action, or suit, or arbitration, or dispute resolution, or bankruptcy proceeding is brought to collect the fees and charges due, or to become due hereunder, or any portion thereof, or to take possession of any premises or enforce compliance with the Agreement, or for failure to observe any of the covenants of this Agreement, the prevailing party in such suit, action or proceeding shall be entitled to such sum as the court or panel may adjudge

reasonable as attorney fees to be allowed in such suit, action or proceedings, or in the event of an appeal, or review of appeal, as allowed by the appellate court.

Section 15.24. Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto.

ARTICLE 16
DATES AND SIGNATURES

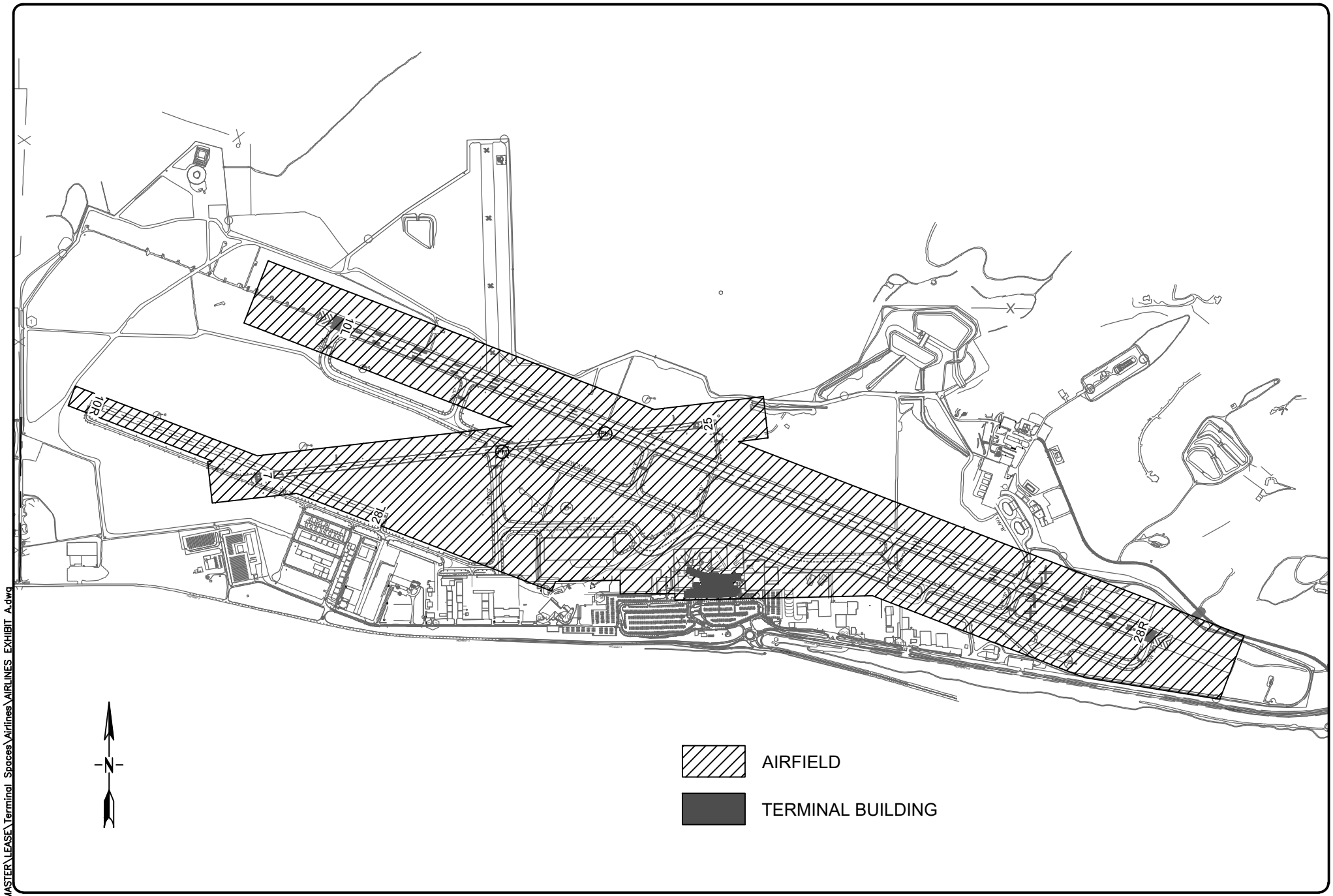
Section 16.01. Effective Date

Upon approval and execution by the Billings City Council, this Agreement shall be effective for AIRLINE's activities at the Airport commencing on the 1st day of June, 2024.

Section 16.02. Signatures

IN WITNESS WHEREOF, the parties have executed multiple copies of this Agreement.

SUN COUNTRY INC., DBA SUN COUNTRY AIRLINES	THE CITY OF BILLINGS
an Air Transportation Company	a Municipal Corporation
By: _____	By: _____
Joseph Taney	
Title: _____	Title: _____
Date: _____	Date: _____
ADDRESS FOR NOTICE TO AIRLINE:	ATTEST:
Sun Country, Inc.	
ATTN: Senior Director Airport Affairs	
2005 Cargo Road	City Clerk
Minneapolis, MN 55450	
Email Copy to: General Counsel	
Legal@suncountry.com	



CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT A 1 of 1

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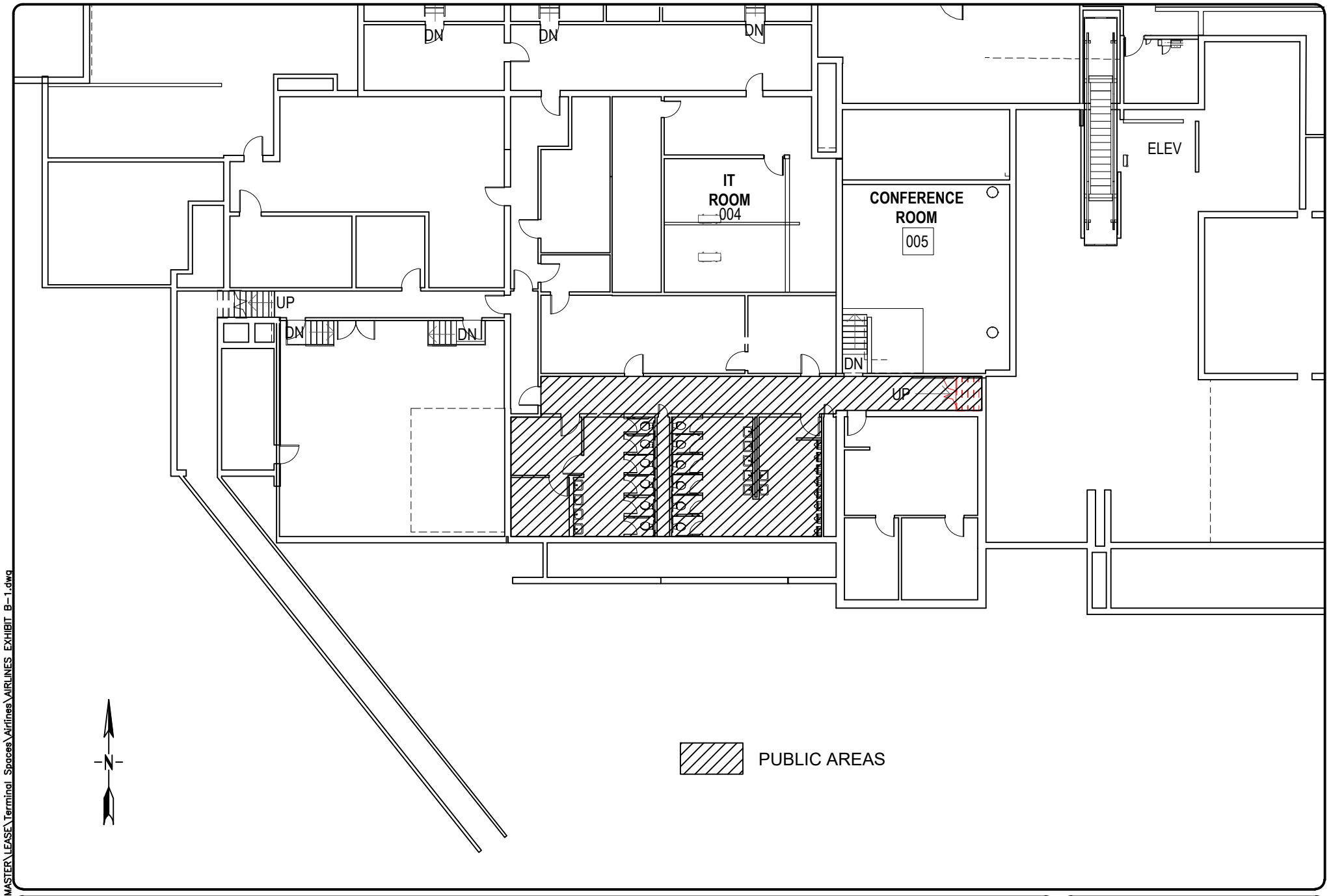

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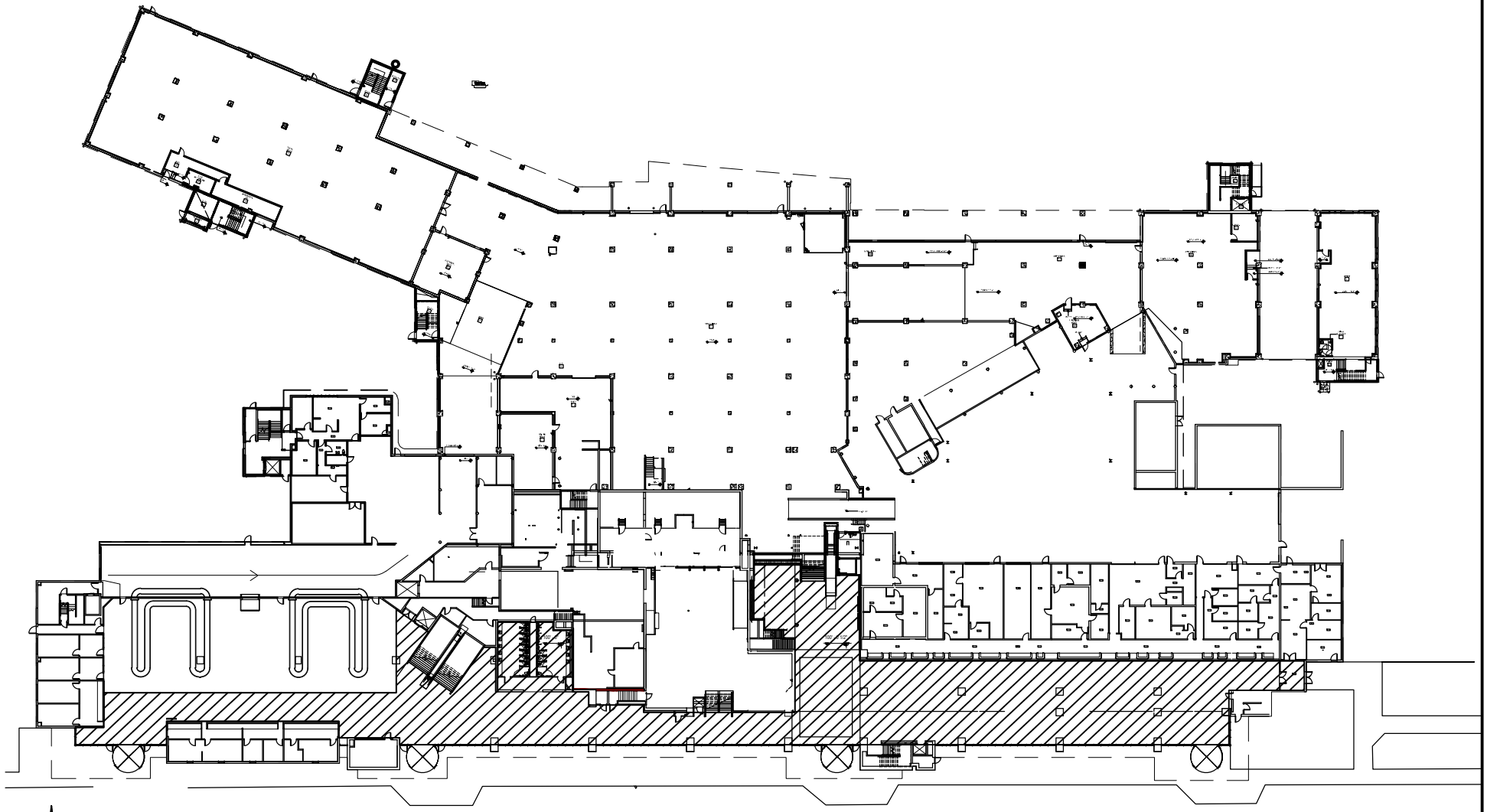
BASEMENT LEVEL – PUBLIC USE AREA
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT B 1 of 3



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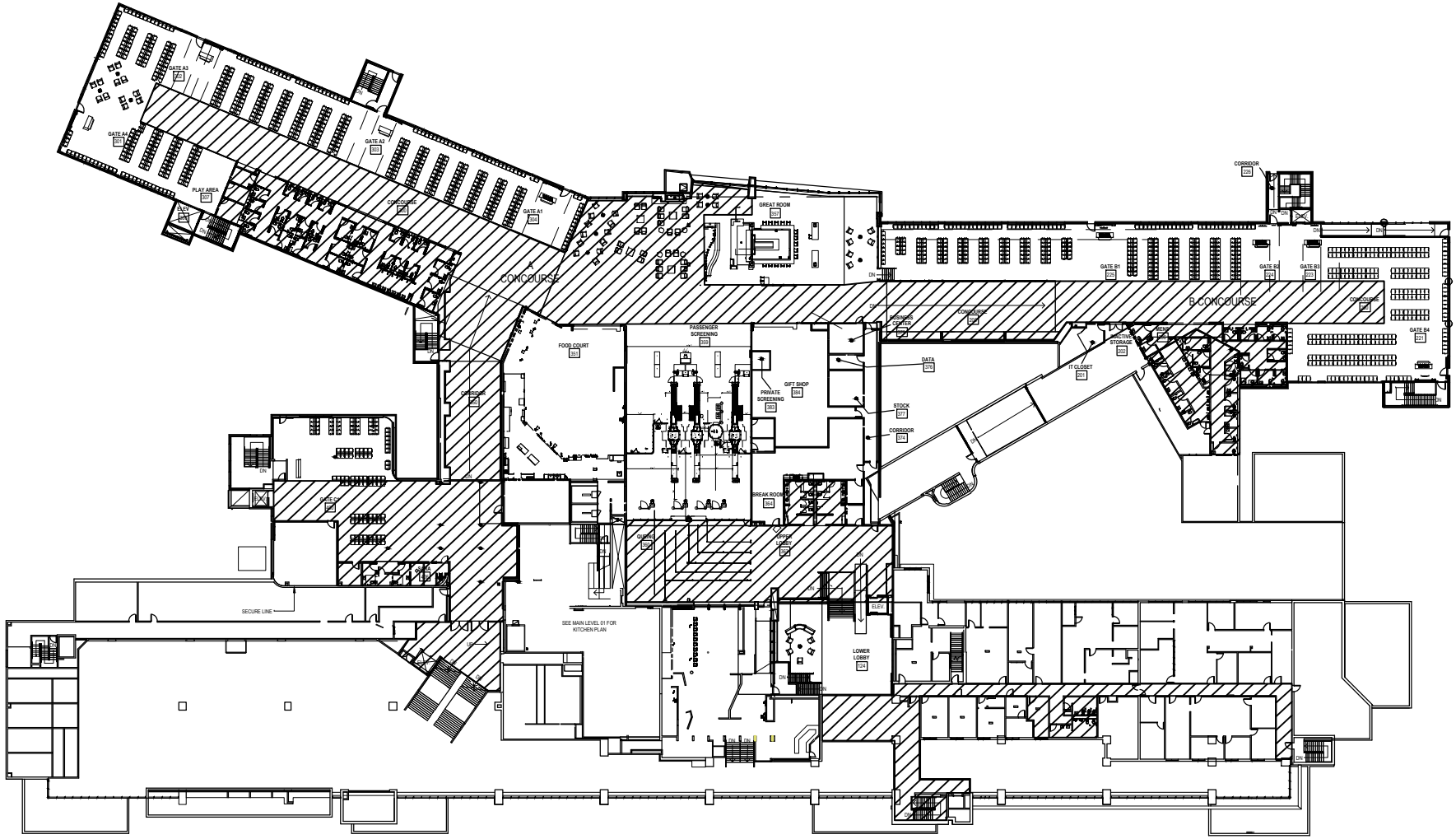
MAIN LEVEL – PUBLIC USE AREA
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT B 2 of 3



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UPPER LEVEL – PUBLIC USE AREA
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT B 3 of 3

EXHIBIT C

INTENTIONALLY OMITTED

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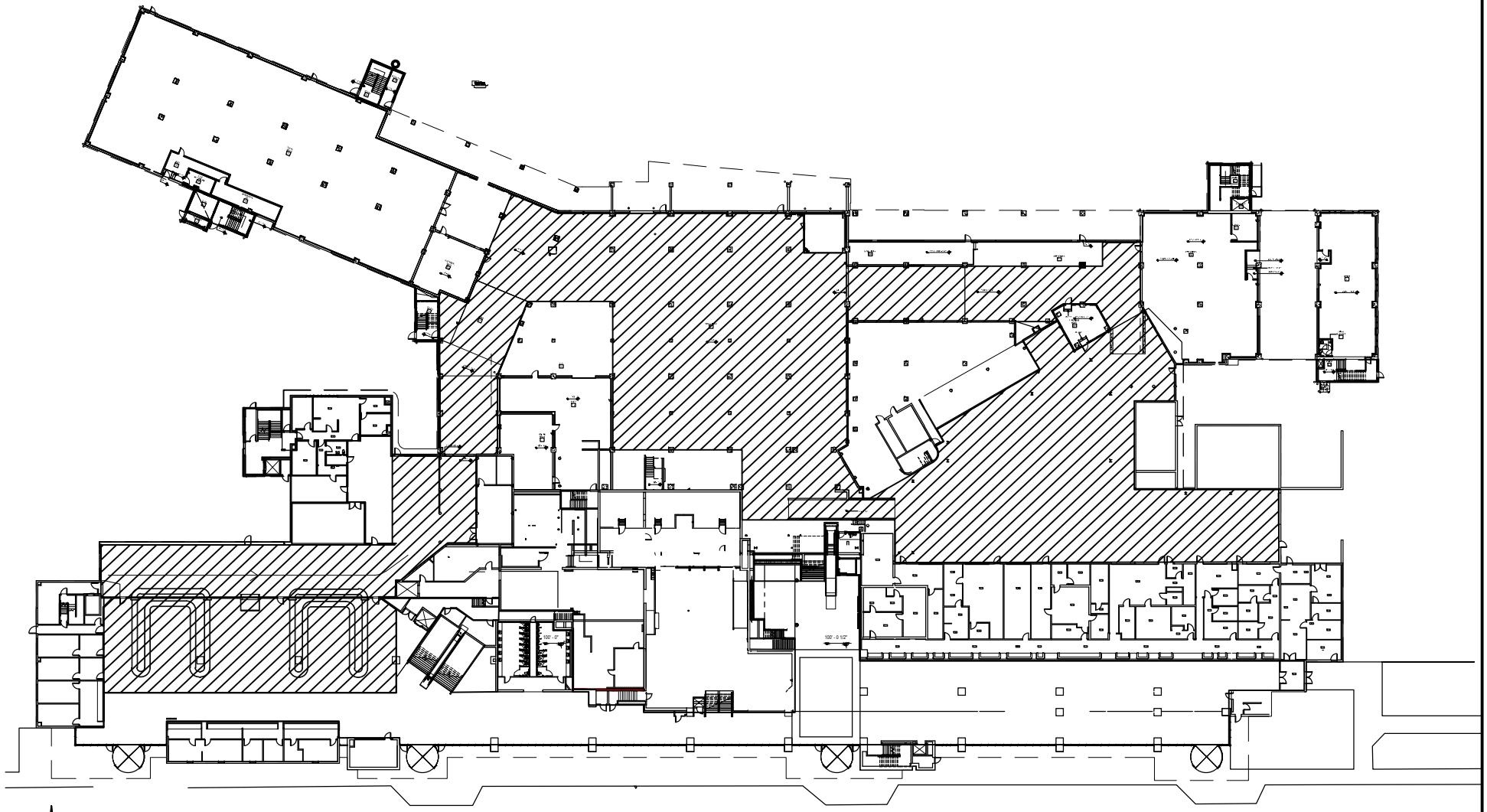
SUN COUNTRY
TERMINAL AGREEMENT
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024



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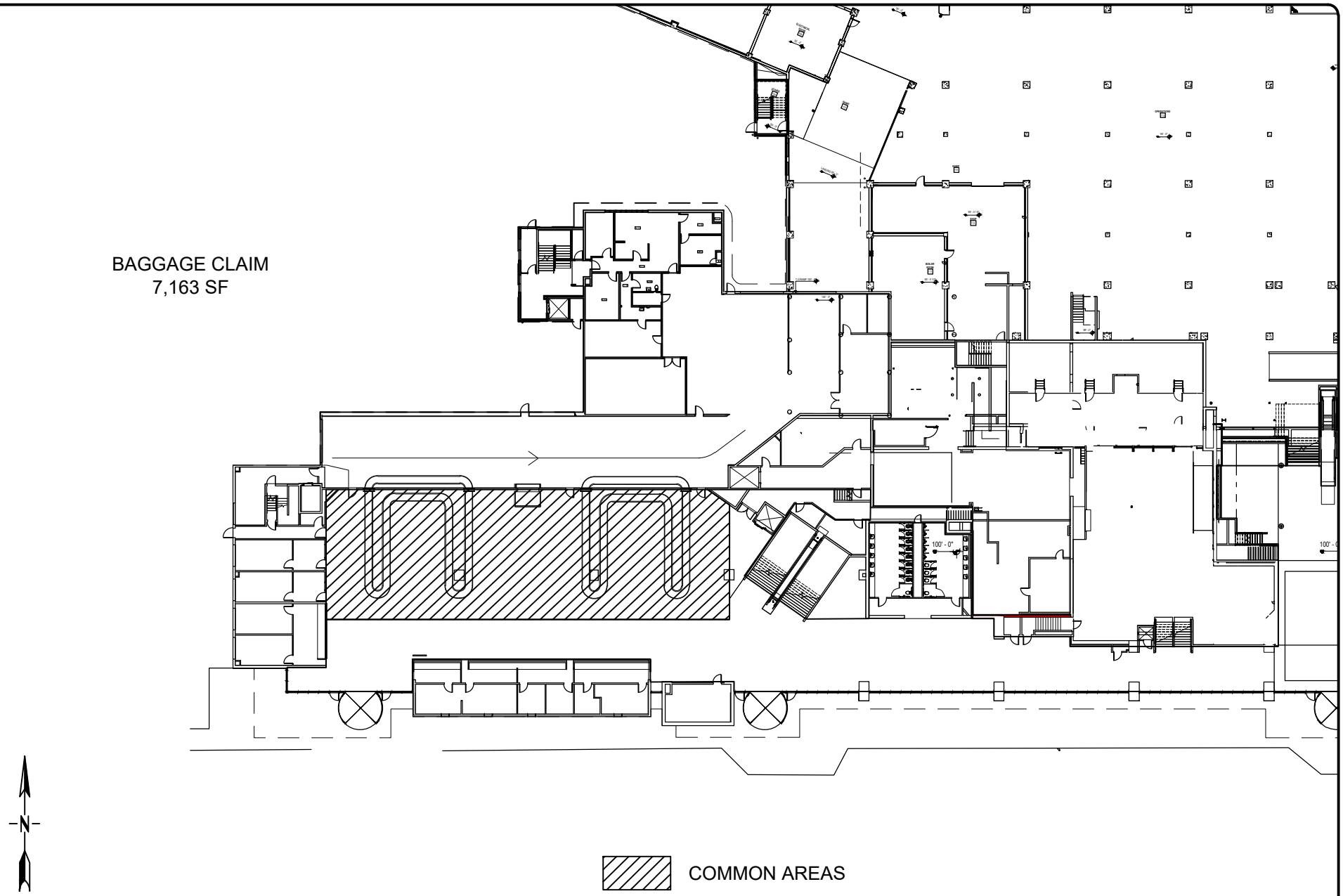
MAIN LEVEL – COMMON USE AREA
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT D 1 of 5



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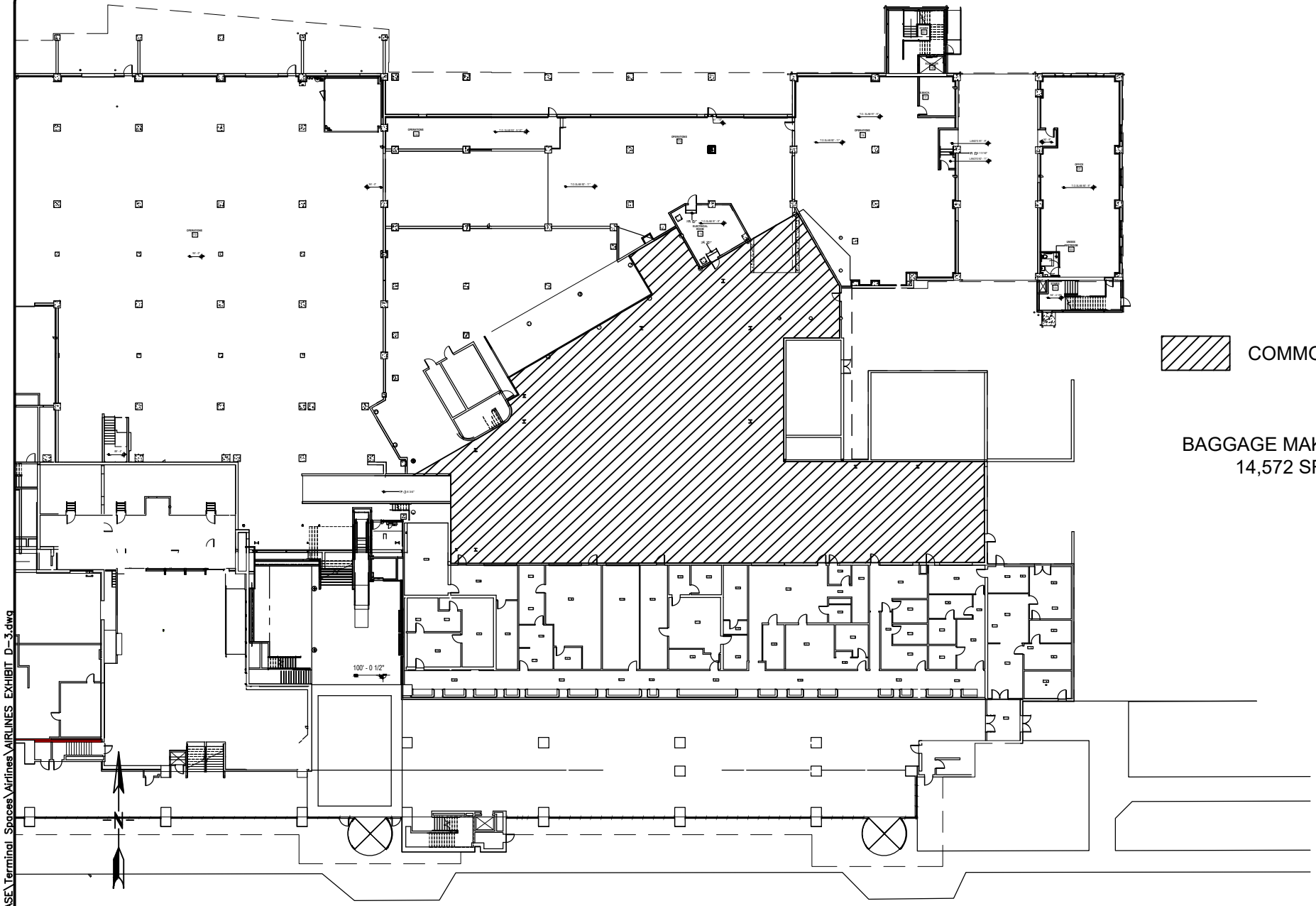
MAIN LEVEL – COMMON USE AREA
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT D 2 of 5



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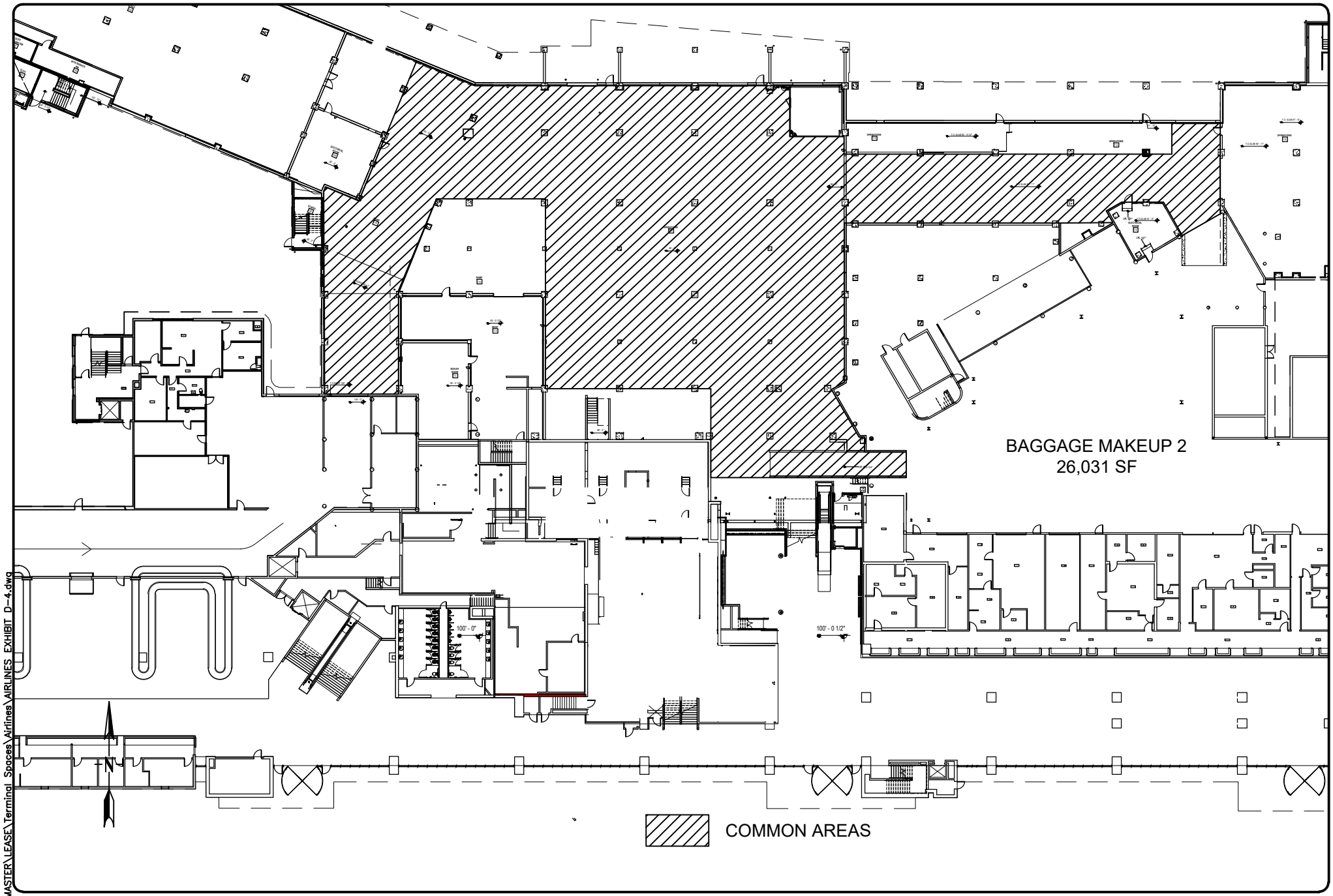
MAIN LEVEL – COMMON USE AREA
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT D 3 of 5



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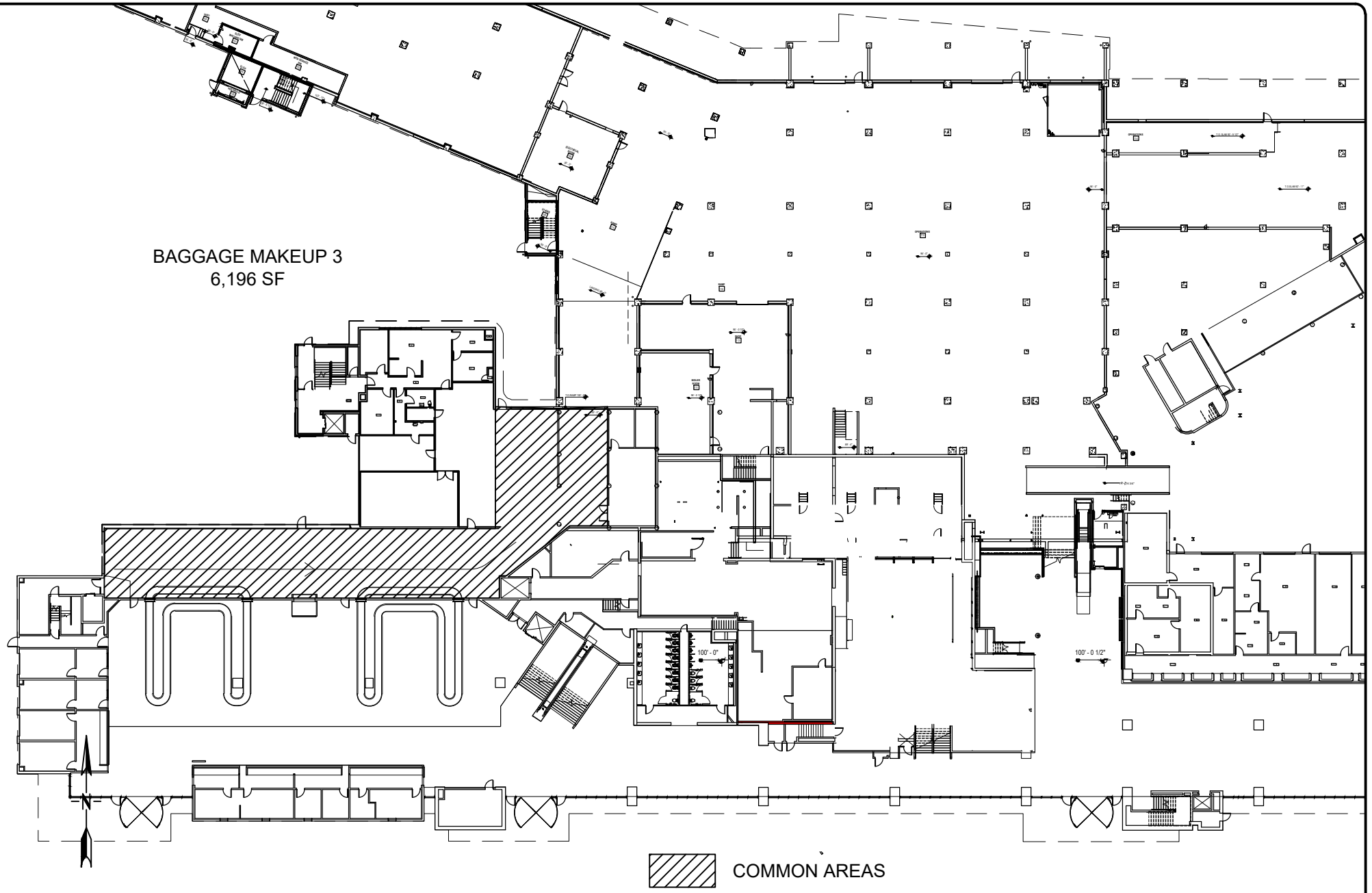
MAIN LEVEL – COMMON USE AREA
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT D 4 of 5



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MAIN LEVEL – COMMON USE AREA
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT D 5 of 5

SUMMARY OF LEASED SPACE

MAIN LEVEL
EXCLUSIVE USE SPACE

OPERATIONS	C150	151 SF
OFFICE	C149	92 SF
TICKETING	C151	215 SF
OPERATIONS	C147	109 SF
BAGGAGE	C146	303 SF
CORRDOR	C148	137 SF
		1,007 SF

CONCOURSE LEVEL
PREFERENTIAL USE SPACE

GATE B1 HOLDROOM	225	3,045 SF

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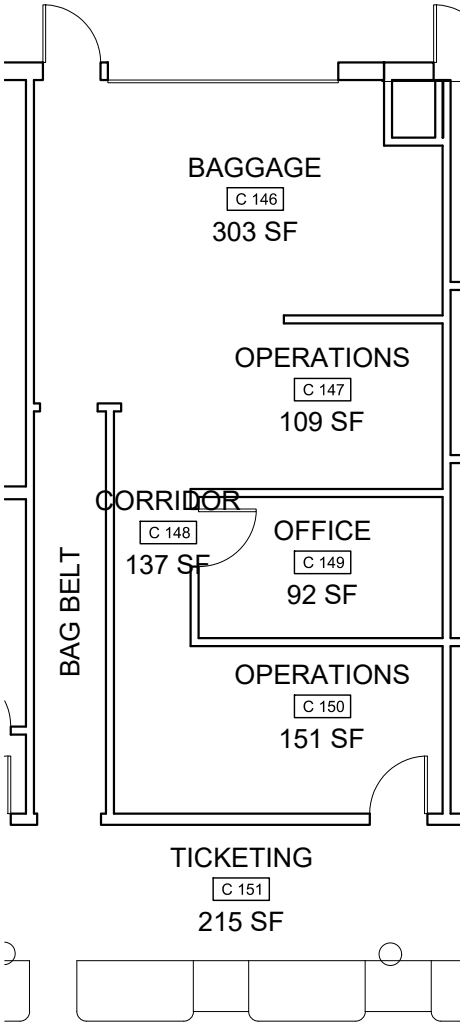
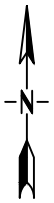
SUN COUNTRY
TERMINAL AGREEMENT
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

MAY 2024





SCALE 1"=10'

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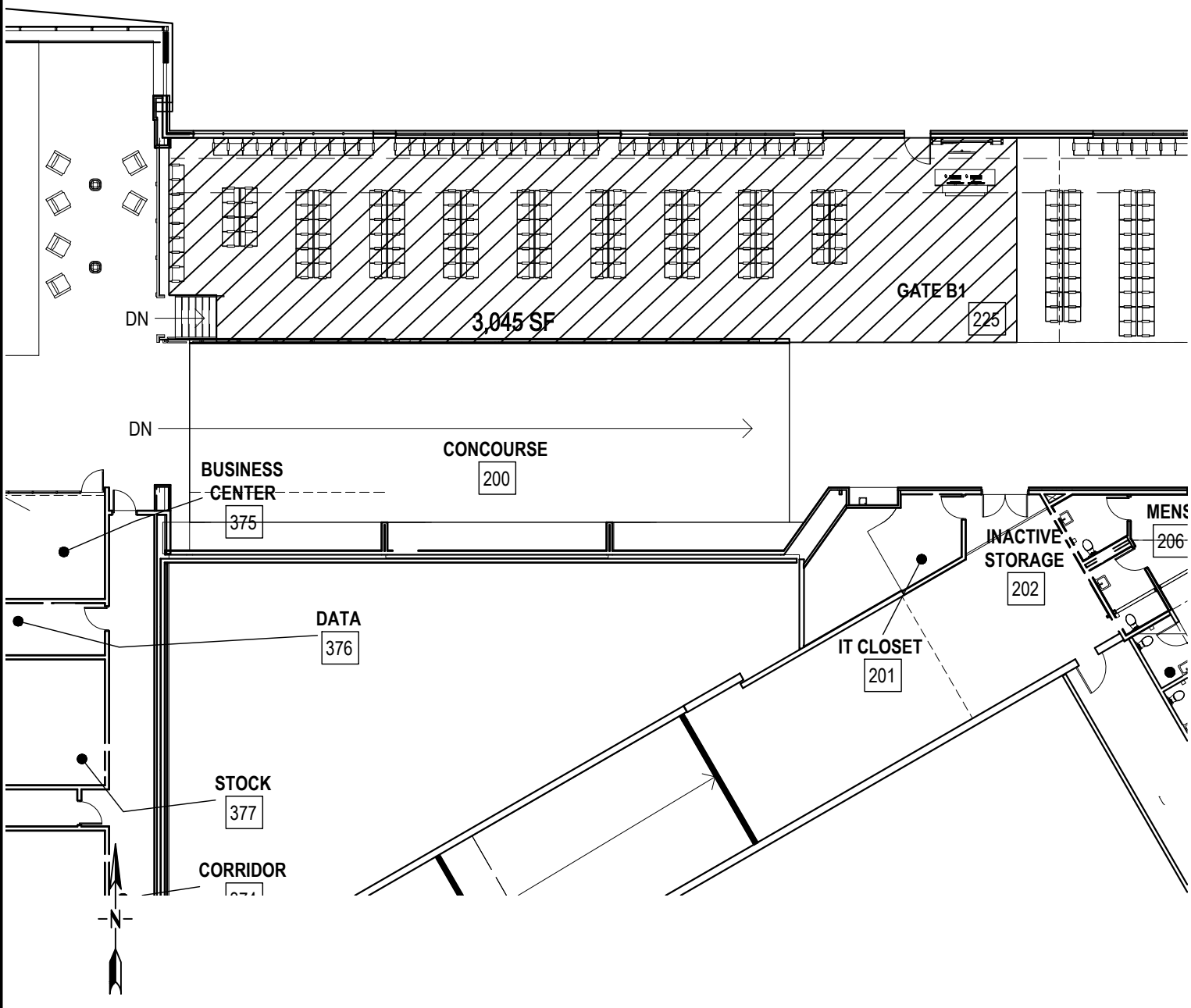
SUN COUNTRY
TERMINAL AGREEMENT
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

MAY 2024

EXHIBIT E 2 of 3



SCALE 1"=20'

SUN COUNTRY
TERMINAL AGREEMENT
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT E 3 of 3

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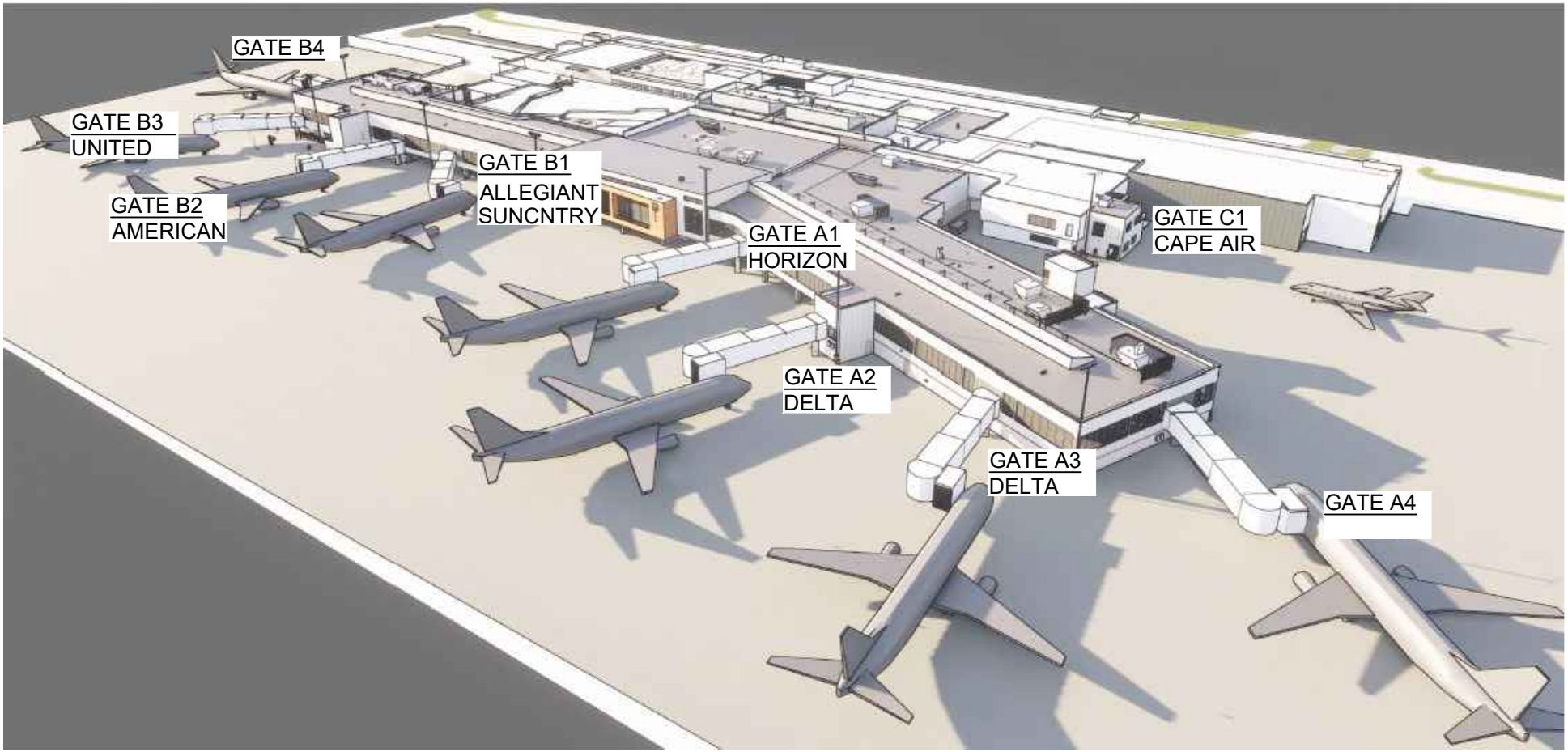

SUN COUNTRY
TERMINAL AGREEMENT
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT F 1 of 1

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	EXCLUSIVE USE	HOLD ROOM PREFERENTIAL USE	GATE B1 JOINT USE SPACE (a)	BAGGAGE CLAIM COMMON AREA (b)	BAGGAGE MAKEUP COMMON AREA (b)	TOTAL
BAGGAGE CLAIM/MAKEUP				7,163	46,799	53,962
ALLEGIANT AIR	809		X			809
AMERICAN AIR LINES	1,545	2,200				3,745
CAPE AIR	1,173	1,955				3,128
DELTA AIR LINES	3,583	4,461				8,044
HORIZON/ALASKA	1,438	2,650				4,088
SUN COUNTRY	1,007		X			1,007
UNITED	2,282	2,268				4,550
UNITED (B4 SEASONAL)		2,076				2,076
SUN COUNTRY/ALLEGIANT		3,045	X			3,045
TOTALS	11,837	18,655		7,163	46,799	84,454

(a) Joint Use Holdroom Space Allocated According to Joint Use Formula
(b) Baggage Claim/Makeup Space Allocated According to Common Use Formula

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SUN COUNTRY
TERMINAL AGREEMENT
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

APRIL 2024

EXHIBIT G 1 of 1

EXHIBIT H

SEE ATTACHED

BILLINGS INTERNATIONAL AIRPORT
RULES AND REGULATIONS

APPROVED & ADOPTED
MARCH 1999

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Billings Logan International Airport

RULES AND REGULATIONS

AVIATION AND TRANSIT DEPARTMENT
CITY OF
BILLINGS, MONTANA
1999

AIRPORT
RULES AND REGULATIONS

City of Billings Logan International Airport
Billings, Montana

In accordance with Article 5, Section 5-302 of the code of the City of Billings, Montana, as amended, the rules and regulations contained herein are adopted to govern all activities at Billings Logan International Airport.

The provisions of this booklet supersede all previous editions of Rules and Regulations for Billings Logan International Airport and are set forth in the interests of public safety and efficient operation.

Revised Version
Approved and Adopted
by the City Council
March 8, 1999

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SECTION I — DEFINITIONS AND USE

1. The following terms as used in these Rules and Regulations shall have the following meanings:
   a) **Airport Roads** shall mean those roads that afford a means of ingress and egress for vehicles to, from and between the public roads with which such roads connect, and the various buildings and public areas at the Airport abutting upon such roads.
   b) **Aircraft** shall mean and include any and all contrivances now or hereafter used for the navigation of or flight in air or space, including but not limited to airplanes, airships, dirigibles, helicopters, gliders, amphibians and seaplanes.
   c) **Airport** shall mean all the real property now owned or otherwise controlled by the City of Billings known as Billings Logan International Airport, and all other real property, whether City owned or not, that may fall under the City's jurisdiction at any other location for the purpose of providing a place from which to operate.
   d) **Airport Police Officer** shall mean every officer of the Aviation and Transit Department Police Division whose powers and duties are listed in Section VIII, Paragraph 1.
   e) **Air Operations Area (AOA)** includes any portion of the Airport designed and used for surface maneuvering of aircraft.
   f) **Billings Logan International Airport** shall mean the official name of the facility referred to as the Airport in this document.
   g) **City**—The words "the City" or "this City" mean the City of Billings, in the County of Yellowstone and State of Montana.
   h) **Department** shall mean the City of Billings Department of Aviation and Transit.
   i) **Destructive device** means a projectile containing an explosive, incendiary material, or other chemical substance, or a bomb, grenade, missile, or any other device creating an unreasonable risk of harm to persons or property.

   j) **Director** shall mean the City of Billings' Director of Aviation and Transit who is in charge of the Airport or his/her designated representative.
   k) **Employee** shall mean any person working for any individual, firm, company, or agency doing business on or located on the Airport.
   l) **Employer** shall mean the individual or individuals in charge of any firm, company, or agency doing business on or located on the Airport.
   m) **Fixed Base Operator (FBO)** shall mean an entity under contract with the City to engage in certain commercial general aviation activities.
   n) **Fuel handling** shall mean the transporting, delivering, fueling, and draining of fuel or fuel waste products.
   o) **Fuel storage area** shall mean and include those portions of the Airport designated temporarily or permanently by the City of Billings as areas in which gasoline or any other types of fuel may be stored.
   p) **Jet aircraft** shall mean and include any and all aircraft which are not propeller-driven, and which accomplish motion entirely as a direct reaction of the thrust of any engine, including but not limited to engines which operate on turbine, ram, rocket, or nuclear principles.
   q) **Movement area** shall mean any area at the Billings Logan International Airport under the direct control of the Billings Air Traffic Control Tower.
   r) **Newsrack** shall mean any self-service or coin-operated box, container, storage unit or other dispenser installed, used, or maintained for the display and sale of newspapers or news periodicals.
   s) **Non-movement** area shall mean certain taxilanes and apron/ramp areas not under the control of the Billings Air Traffic Control Tower.
   t) **Operator** shall mean the owner of an aircraft or any person who has rented or is otherwise using such aircraft for the purpose of operation by himself/herself or his/her own agents.

u) **Permission** shall mean permission granted by the Director unless otherwise specifically provided.

v) **Person** includes a corporation, company, partnership, association or society, as well as a natural person.

w) **Public aircraft parking and storage areas** shall mean and include those portions of the Airport designated and made available to the public for the parking or storage of aircraft.

x) **Public landing area** shall mean and include those portions of the Airport including runways and taxiways designated and made available to the public for the landing, taking off and taxiing of aircraft, and other areas between and adjacent to said runways and taxiways.

y) **Public vehicular parking area** shall mean and include those portions of the Airport designated and made available to the public for the parking of vehicles.

z) **Ramp and apron area** shall mean and include those portions of the Airport designated and made available to the users for loading or unloading of passengers, cargo, and mail on and off aircraft.

aa) **Regulated activities** shall mean those activities within the Airport, by persons or organizations desiring to exercise their rights of free speech and expression covered under Section XI, namely:

1) Religious or proselytism;
2) Solicitation and acceptance of donations for charitable, religious, or political causes;
3) Distribution of handbills, tracts and other literature.

bb) **Secured area** shall mean certain portions of the air carrier terminal and adjacent ramp areas associated with the handling (boarding, deplaning, and baggage operations) for certificated air carriers.

cc) **SIDA** shall mean the Security Identification Display Area. At the Billings Logan International Airport the SIDA includes only those portions of the AOA that are defined as the "secured area." While in the SIDA persons, unless under approved escort, must wear a Billings Logan

International Aviation Department identification badge on their outermost garment.

dd) **Temporary buildings** shall be defined as any building which does not conform to State of Montana Building Codes and the Uniform Building Codes (UBC) as adopted by the City of Billings Building Department for permanent structures.

ee) **Turbo-prop aircraft** shall mean and include any and all aircraft which accomplish motion by means of a jet engine having a turbine-driven propeller whose thrust may or may not be supplemented by that of hot exhaust gases issuing in a jet from the engine itself.

ff) **Vehicles** shall mean and include automobiles, trucks, buses, motorcycles, animal-drawn vehicles, bicycles, push carts, tugs, bag belts, and any other device in or upon or by which any person or property is or may be transported, carried or drawn upon land, except railroad equipment and aircraft.

SECTION II — GENERAL RULES AND REGULATIONS

1. ***Authority to adopt Rules and Regulations (Article 5, Section 5-302 Billings Municipal Code).*** The City Administrator shall promulgate rules and regulations to govern the operation and control of the Airport and fixing fees and charges, subject to approval by the City Council. Any person, firm, partnership, association or corporation who shall violate these Rules and Regulations shall, upon conviction thereof in any court of competent jurisdiction, be deemed guilty of a misdemeanor. Each day a violation of these Rules and Regulations shall continue, shall constitute a separate offense. Each misdemeanor shall be punishable by a fine not to exceed five hundred dollars ($500) or imprisonment in the City Jail for a period not to exceed sixty (60) days, or by both such fine and imprisonment.
2. ***The Director of Aviation and Transit*** or his/her designated representatives have authority to take such action as may be necessary to safeguard the public in attendance at the Airport as well as all facilities under his/her control. All persons employed on or using the Airport shall cooperate with the Director and his/her staff to enforce these Rules and Regulations. The Director and any designated staff representatives as well as the Airport Police staff may issue warning notices and citation(s) for violations of these Rules and Regulations as warranted.
3. ***Compliance with Rules and Regulations.*** Any permission granted by the City or the Director, directly or indirectly, expressly or by implication, to any person or persons to enter or use the Airport or any part thereof (including aircraft operators, crew members or passengers, spectators, operators of pleasure and commercial vehicles, officers and employees of airlines and any other persons occupying space within the Airport, persons doing business with the City, its lessees or sub-lessees and permittees, and any other person whatsoever) is conditioned upon strict compliance with these Rules and Regulations and payment of such rates, fees or charges as may be established by the Director.

4. ***Commercial activities must be approved.*** No person shall use Billings Logan International Airport for the purpose of carrying out commercial activity; for the carrying for hire of passengers, freight, express, or mail; for the instruction in aviation in any of its branches; for the conduct of any phase of any aviation activity; for the sale of fuel or refreshments; or for any other commercial purpose unless approved by the City or its duly authorized agent by lease or license, as provided in Paragraph 3 above. The City reserves the right to license all commercial operations and assess charges as appropriate.
5. ***A valid certificate of insurance***, or copies of said, will be deposited at the Director's Office by tenants having valid leases, subleases, agreements or holders of operating permits on or in Airport property, and by any contractor, subcontractor, construction company, or contracted service provider functioning on or in Airport property. Amounts of liability to be determined by the Director. All policies shall name the City of Billings, its officers, servants and agents and employees as additional insureds. The City of Billings shall be provided at least thirty (30) days notice prior to any change of terms, coverage, or limitations of a tenant's or contractor's insurance policy.
6. ***Suspension of activities.*** The Director may suspend or restrict any or all operations without regard to weather conditions or other considerations whenever such action is deemed necessary in the interest of safety.
7. ***Obstruction of Public Use.*** No person shall travel by foot or vehicle on any portion of the Airport except upon the roads, walks, or places provided for that particular class of traffic; nor occupy the roads or walks in such manner as to hinder or obstruct their proper use.
8. ***Restricted areas.*** No person shall enter any restricted area of the Airport posted as being closed to the public, except persons assigned to duty therein or authorized representatives of the City. Operational areas, ramps, aprons, and loading positions are closed to the public, and no tenant shall permit any unauthorized person to gain access to the ramp either by private

or common use passageways or through private areas. Nothing herein contained shall be construed to limit the use of any area, or portion of the Airport, by officers or employees of the City, or by contractors acting specifically on behalf of the Aviation and Transit Department or to prevent any police officer, fire fighter, or other public officer or employee from entering upon any part of the Airport when properly required in the performance of his/her official duties.

9. ***Signs and advertisements.*** No person shall post, distribute or display signs, advertisements, circulars, printed or written matter at the Airport, except as provided in Section XI or as provided by the Airport advertising program. Tenant area advertising signs must be authorized in writing by the Director and be in compliance, as applicable with the appropriate City of Billings signing codes and regulations.
10. ***Selling, soliciting and entertaining.*** No person, except those authorized by contract with the City or permission of the Director, shall in or upon any area, platform, stairway, waiting room or other appurtenance of the Airport:
    a) Solicit alms or funds for any purpose whatsoever;
    b) Sell, or offer for sale, any article or merchandise;
    c) Solicit any business or trade, including the carrying of baggage for hire, the shining of shoes or bootblacking;
    d) Entertain any persons by singing, dancing or playing any musical instrument.
11. ***Responsibility for damages.*** Any person causing damage to or destroying public property of any kind at Billings Logan International Airport, including buildings, fixtures, or appurtenances, whether through violation of these Rules and Regulations or through any act or omission, shall be fully liable to the City. Any such damage shall be reported at once to the Director or Airport Police Office.
12. ***Animals.*** No person may enter any part of the Airport including the Air Operations Area (AOA) with a domestic or wild animal without written permission of the Director, except;
    a) Persons entering any part of the Airport (other than the Terminal Building, gate loading area, or other restricted area) with a domestic animal that is kept restrained by a leash or is confined so as to be completely under control;
    b) Persons entering the Terminal Building or gate loading area with a small domestic animal (such as a dog or cat) that is to be transported by air and is kept restrained by a leash or is confined so as to be completely under control; or
    c) Animals required for assistance to vision-impaired, hearing-impaired, or security enforcement persons.
    d) When the animal has been containerized for air shipment.

    Any stray livestock or animal on the Airport will be disposed of in accordance with the laws of the State of Montana and the applicable municipal ordinances.
13. ***Mislaid property.*** Any person finding any mislaid property on any of the Airport premises shall deposit the same at the Office of the Airport Police. The Chief of Airport Police shall immediately make a reasonable effort to ascertain the true owner of such property. In the event he cannot ascertain the true owner, any such property unclaimed by the true owner within sixty (60) days after its finding will be considered property of the City of Billings Aviation and Transit Department and may be sold or disposed of at the discretion of the Director in the best interests of the City of Billings Aviation and Transit Department. The proceeds of any such sale will belong to the City of Billings Aviation and Transit Department.
14. ***Demonstrations.*** Labor dispute picketing or other demonstrations shall be confined to locations specifically designated by the Director. Further, any person or persons wishing to picket, demonstrate, or otherwise communicate views to the public at the Airport will provide written notice of the intent to do so to the Director not less than three business days prior to engaging in such activity. Written notice shall include:
    a) The name, address, and telephone number of the person sponsoring, promoting, or otherwise organizing the activity;
    b) A copy of the literature to be displayed or distributed and the text of any signs or other visual displays;

c) A description of the nature of the proposed activity.
d) The number of persons expected to participate and the date, hour, location, and anticipated duration of the proposed activity. No demonstration of any kind will be allowed to conflict with normal operation of the Airport facilities or pose a safety problem to users of the facility.

15. ***Storage of cargo.*** Unless otherwise provided by a lease or other contractual agreement, no person shall use any area of the Airport, including buildings, either privately owned or publicly owned for the storage of cargo or any other property without permission of the Director. Notwithstanding the above prohibition, if a person uses such areas for storage as aforesaid without first obtaining such permission, the Director shall have authority to order the cargo or any other property removed or to cause the same to be removed and stored at the expense of the owner or consignee thereof, without responsibility of liability for damages arising therefrom.

16. ***Air taxi passenger counts.*** All FBOs and others operating out of Billings Logan International Airport and carrying passengers for hire shall file a report with the Director within ten (10) days after the preceding month indicating the total number of passengers carried during the month. The City reserves the right to conduct unannounced audits to verify air taxi passenger counts reported to the Airport.

17. ***Air carrier charter aircraft counts.*** All FBOs and tenant airlines operating out of Billings Logan International Airport will file a report with the Director within ten (10) days after the preceding month indicating the number of charters handled, type aircraft, fuel taken, aircraft owner, registration number of the aircraft and number of passengers carried. The City reserves the right to conduct unannounced audits to verify the number of charters reported to the Airport.

18. ***Obstruction of Airport use.*** No person shall obstruct, impair, or unreasonably interfere with the passage or safe, orderly, efficient use of the Airport by any other person, vehicle, or aircraft.

19. ***Antenna base station installation and maintenance criteria.*** All antennas, base stations, or satellite communication systems

located on any private or public Airport buildings must be registered with the Director's Office. To be registered, the following must be presented in writing to the Director:

a) FCC License
b) FCC PM Check (Maintenance Check)
c) Requested location and antenna description
   1) Type
   2) Length
   3) Statement of dealer installation

The location must be specifically approved as well as the method of securing the equipment if it is to be located on the City-owned buildings. Further, the Director retains the right to deny a new applicant or ask an existing permit holder to remove the equipment should frequency interference or other operational problems arise that would jeopardize the existing FAA, Fire, Police or Aviation and Transit Department essential communications and navigational equipment.

20. ***Use of Airports.***

a) No person or group shall organize, promote or participate in any aviation event including but not limited to airshows, air festivals, air races, balloon festivals, experimental aircraft testing, fly-in meets, glider activities, gyro copters, home built aircraft testing, hot air balloon launches, model aircraft meets, banner tows, parachute or parasail demonstrations, sky diving activities, para-planes, ultralights warbird shows, formation landings and takeoffs, and the use of "ski geared aircraft," without the prior written approval of the Director of Aviation and Transit and the Federal Aviation Administration as required. Approval by the Director of Aviation and Transit of any request to organize/sponsor an airshow, or similar event, at Billings Logan International Airport will be contingent upon the group/individual satisfactorily completing all applications, operations plans and special use operating permits required by the Aviation and Transit Department. The form and content of all applications, operations plans, and operating permits will be established by the Director of Aviation and Transit.

b) Persons or parties wishing to conduct a commercial operation on the Airport and not involved with a lease of buildings or ground from the City will require an operating permit issued by the Director. The specific requirements to obtain this permit will be detailed by the Director and a fee charged for this permit at the discretion of the Director.

SECTION III — BUILDINGS/FACILITIES REGULATIONS

1. ***Construction, alteration, remodeling of Airport facilities and property.*** No person, tenant or lessee shall make any alterations of any nature, whatsoever to any building, ramp, or other Airport space, nor erect any building or structure without prior written permission of the Director. Permission will only be granted after review of the plans by members of the Department's Engineering Division and after City Building Department review and approval when appropriate. A drawing depicting in detail the alteration should accompany the written request. The cost of the alterations, if approved, will be borne by the party requesting the alteration.
2. ***Floor drains, manholes and sewer connections.*** No person shall place any solid in, or pour any liquid other than water, down floor drains, manholes or other sewer connections.
3. ***Sprinkler systems.*** No persons other than authorized employees of the City shall at any time move any valve, switch, or other fixture of, or in any way tamper with, any sprinkler system installed in any building.
4. ***Privately owned aircraft hangars***, are to be used for aircraft storage only, unless written approval for other uses/activities has been granted by the Director.
5. ***Discarded materials, weeds and debris.*** The areas around the outside of all buildings on the Airport will be kept free of any accumulation of discarded materials, weeds, disabled vehicles, aircraft parts, and other debris. Where accumulations are found by the City the lessee will be given written direction to dispose of discarded materials within ten (10) days. If the accumulations remain after this time period the City will dispose of the materials and bill the lessee for the full costs of disposal.
6. ***Lock and key control.*** Only those persons with a clearly defined operational need, as determined by the Director, will be issued keys or access cards to the Airport facilities and operational areas as provided for in the Billings Logan International Airport Security Program.
   a) Keys and access cards are not to be duplicated or

transferred to another employee or individual and will only be issued through the Airport Police Office.

b) Employers are responsible for collecting and returning employee keys and access cards to the Airport Police Office immediately upon termination of employees. Lost or stolen keys and access cards shall be immediately reported to Airport Police.

c) Tenants will be responsible for the cost of extra keys or replacing lost keys or access cards. Once three or more keys are lost the tenant will be responsible for all costs to rekey their leased area.

7. ***Lease approval.*** Arrangements for leases and building sites shall be made with the Director, but shall be approved by the City Council before any construction begins.
8. ***Utilities.*** All utilities requested and consumed shall be metered and the cost for meter installation and all consumption shall be at the lessee's expense.
9. ***Non-permitted uses.*** No part of the Airport and no improvement thereon shall be used or allowed to be used at any time for the manufacture, storage, distribution, servicing or sale of any product or the furnishing of any service, in a manner which is unreasonably noxious or offensive or an unreasonable annoyance or a nuisance to others on the Airport because of odors, fumes, smoke, noise, glare, vibration, soot, or dust. No activity shall be carried on which may be or may become dangerous to public health and safety, or which shall be illegal.

SECTION IV — SAFETY PROVISIONS

1. ***Smoking.*** No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any naked flame in or upon any fuel storage areas, public ramp and apron area, or public aircraft parking and storage area or in any other place where smoking is specifically prohibited by signs, or upon any open space within fifty (50) feet of any fuel carrier or aircraft which is not in motion; nor shall any person throw from an open deck, gallery or balcony contiguous to such areas, or such carriers or aircraft, cigars, cigarettes or similar articles.
2. ***Explosives.*** No person shall, without prior permission of the Director, keep, transport, handle or store at, in or upon the Airport any cargo of explosives or other dangerous articles which are barred from loading in or transportation by civil aircraft in the United States under the provisions of the Federal Air Regulations. Any waiver of such regulations or of any part thereof by any competent governmental authority shall not constitute or be construed to constitute a waiver of this rule or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or upon the Airport.
3. ***Firearms or destructive devices.*** No person shall carry or possess a firearm or destructive device on the Airport except:
   a) Firearms enclosed in a carrying case or other container for shipment by air;
   b) Firearms carried by peace officers, government employees, or members of the Armed Forces of the United States, when such person is on official duty which authorized the possession of a firearm.
4. ***Hunting.*** Hunting on Airport property is prohibited.
5. ***Open fires.*** No person shall start any open fires of any type, including flare pots, or torches on any part of the Airport without permission from the Director.
6. ***Welding operations.*** Shall be conducted in approved welding booths or approved aircraft or vehicle maintenance areas in accordance with the Uniform Fire and Building Codes.

7. ***Compressed flammable gas.*** Compressed flammable gas cylinders stored inside of buildings must be stored in compliance with the appropriate National Fire Protection Association (NFPA) Standards and City of Billings Fire Codes.
8. ***Low flash point compounds.*** Storage of volatile compounds having a flash point of less than 110 degrees Fahrenheit is prohibited on the Airport unless use of the compound is required for aviation purposes and is approved by the Director and City of Billings Fire Marshall and stored in accordance with City of Billings Uniform Fire and Building Codes.
9. ***Fire extinguishers.*** Tenants are responsible for supplying and maintaining fire extinguishers on their tenant premises and equipment. Fire extinguishing equipment must be located, inspected, and tagged in accordance with City of Billings Uniform Fire and Building Codes. Use of any fire extinguisher under any circumstances shall be reported to the Airport's Aircraft Rescue and Fire Fighting Division immediately after use.
10. ***Cleaning of aircraft.*** Cleaning of aircraft shall be done only in areas designated for that purpose by the Director.
11. ***Flammable/combustible fluid spills.*** Receptacles containing waste oil and fluids must be placed in containers provided by the tenant and disposed in accordance with the appropriate local, State and Federal environmental regulations and laws. Discarding fluids on pavement, into storm or sanitary sewers, or on any grassed or planted area is prohibited, and any offender shall be liable for damage thereto as determined by the Director.
    a) Tenants will be required to report all fluid spills to the Airport's Aircraft Rescue Fire Fighting Division immediately.
    b) All spill accidents, including all costs for clean up, are the responsibility of the company and/or individual causing the spill.
    c) Unreported spills will be cleaned by the Aviation and Transit Department. Costs associated with the spill will be charged to the lease holder of the ground upon which the spill was located.

    d) All spills in excess of 25 gallons shall be immediately reported to the Montana State Department of Environmental Sciences as required by State regulations.
12. ***Radioactive materials.*** No person shall without prior permission of the Director, store, keep, handle, use or transport at, in or upon the Airport the following radioactive materials:
    a) Source materials (as defined in Standards for Protection Against Radiation, promulgated by the Atomic Energy Commission, Title 10, Code of Federal Regulations, Part 20) including, but not limited to Uranium, Thorium, or any combination thereof (but not including the "unimportant quantities of source material" set forth in 10 CFR 40.13);
    b) Special nuclear material (as defined in Standards for Protection Against Radiation promulgated by the Atomic Energy Commission, Title 10, Code of Federal Regulations, Part 20) including, but not limited to, Plutonium, Uranium 233, Uranium enriched in the Isotope 233 or in the Isotope 235, or any material artificially enriched by any of the foregoing.
    c) Nuclear reactor fuel elements that are partially expended or irradiated;
    d) New nuclear reactor fuel elements;
    e) Radioactive waste material;
    f) Any radioactive material moving under an Interstate Commerce Commission special permit and escort.

    Advance notice of at least three (3) work days (Monday - Friday) shall be given the Director to permit full investigation and clearance for any operation requiring a waiver to this rule. The permission of the Director may be given to movements of radioactive materials only when such materials are packaged, marked, labeled and limited as required by the Interstate Commerce Commission and Federal Aviation Administration regulations applying to transportation of explosives and other dangerous articles and do not create undue hazard to life or property at the Airport.
13. ***Hazards to aviation.*** No person shall operate launch, propel, discharge or release any object, model aircraft rocket, kite,

balloon, parachute, or other article or substance upon or over the boundaries of the Airport or in aircraft approach zones where a hazard to safe flight would be created.

14. ***The Director of Aviation and Transit*** may as necessary establish Standard Operating Procedures with other individuals, groups, or agencies for dealing with the operational emergencies that arise on the Airport.
15. ***Right of access to Airport proper.***
    a) The Director shall have the responsibility of providing and designating access gates in the perimeter fencing of the Airport for use by emergency equipment. The Director reserves the right to deny access to the Airport to any person or persons not directly connected with emergency operations.
    b) Pedestrian traffic beyond any portion of the perimeter fencing of the Airport to the scene of an accident within the Airport is strictly prohibited.
16. ***Right to inspect.*** The Director has the right to inspect all tenant premises and to observe tenant activities in an effort to prevent unsafe practices.
17. ***Automatic fire and intrusion alarm systems*** installed by a tenant must be registered with the Airport Director. The following information must be noted: monitoring company, name of emergency contact(s) and their telephone numbers. The monitoring company must be instructed to notify 911 immediately upon receipt of an alarm prior to notifying the owner.

SECTION V — AIRCRAFT OPERATING PROVISIONS

1. ***Conformance with Federal Regulations.*** All aeronautical activities at the Airport and all flying of aircraft departing from or arriving at the Airport and in the air space which constitutes the control zone of the Airport shall be under the direct control of FAA Control Tower personnel. The Federal Aviation Regulations and Civil Air Regulations of the United States Federal Aviation Administration and other appropriate rules and regulations of that body as they pertain to all aviation and aircraft operations are hereby adopted by reference and made a part of these rules as though they were fully contained herein.
2. ***Careless or negligent operation.*** No aircraft shall be operated on the surface of a public aircraft parking and storage area or public landing area or public ramp and apron area in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution and circumspection, or at a speed or in a manner which endangers unreasonably, or is likely to endanger unreasonably, persons or property, or while the pilot or other persons aboard controlling any part of the operation thereof is under the influence of intoxicating liquor or any narcotic or dangerous drug, or if such aircraft is so constructed, equipped or loaded as to endanger unreasonably, or to be likely to endanger persons or property.
3. ***Qualified personnel to start and taxi aircraft.*** No aircraft engine shall be started or aircraft taxied at the Airport unless a pilot certificated to operate that particular type of aircraft, or a certificated mechanic qualified to start and run up the engines of that particular type aircraft, shall be attending the controls. Wheel blocks and tie-downs or other approved devices for blocking an aircraft shall always be placed at the front and rear of each main landing wheel, and the brakes of the aircraft shall be on and locked before the engine or engines are started, except in cases where in the opinion of the Director proven procedures such as those followed by the scheduled airlines are equally safe. Aircraft engine power backs will not be allowed without the written approval of the Director.

4. ***Right-of-way for aircraft.*** Taxiing aircraft shall have the right-of-way over all vehicles, except authorized emergency vehicles.
5. ***Speed of aircraft on ground.*** All aircraft shall be taxied at a safe and reasonable speed, with due regard for other aircraft, persons and property. In no case shall aircraft, on ramps or aprons, T-hangar or fixed base operator streets, be taxied in excess of 20 m.p.h. or in excess of such lesser speed limit as may be established by the Director.
6. ***Air carrier operations area.*** All taxiing aircraft will remain north of the movement area line that separates the air carrier operations area north of the Terminal Building and the taxiway system.
7. ***Permission to taxi or tow aircraft.*** No person shall taxi or tow an aircraft on movement areas until radio contact has been established with the Control Tower, or until the person in charge of the aircraft has made previous arrangements with the Control Tower by telephone or other means for appropriate light signals. A qualified operator must be at the controls of the aircraft being taxied or towed.
8. ***Radio guard.*** While taxiing, the pilot of an aircraft shall maintain at all times the appropriate radio frequency of the Airport Control Tower.
9. ***Taxiway stops.*** Aircraft awaiting take-off shall always stop short of the holding line between taxiways and runways unless the Control Tower authorizes a deviation from this rule.
10. ***Engine/propeller blast.*** No aircraft shall be started or taxied at the Airport where the exhaust blast may cause injury to persons or do damage to property. If it is impossible to taxi such aircraft without compliance with the above, the aircraft must be towed to desired destination.
11. ***Authorized run-up areas.*** No aircraft engine shall be run-up except in the designated run-up area located on the east end of the field adjacent to Taxiway Alpha or in other areas authorized for that purpose by the Director. Further, at no time shall engines be "run-up" when other aircraft, hangars, shops, other buildings, or persons in the observation area, are in the path of the propulsion stream. Aircraft moving away from the parking ramp shall avoid damaging other aircraft, persons, or property with their propulsion airflow.
12. ***Run-up time restrictions.*** Unless authorized by the Director, no run-ups of any aircraft engine shall be made between the hours of 10:00 p.m. and 8:00 a.m., unless such run-up is made immediately prior to a planned takeoff.
13. ***Operation in hangar prohibited.*** No aircraft shall be taxied into or out of a hangar under its own power nor shall the engines be operated while the aircraft is inside the hangar.
14. ***Navigational lights.*** If an aircraft is parked, taxied, or towed while its engine(s) are running, navigational lights shall remain on.
15. ***Aircraft parking.*** Aircraft parked adjacent to but not on a commercial operator's leasehold area in excess of eight (8) hours shall cause that operator to be cited, or the aircraft may be removed by the Director at his/her discretion. Further, no aircraft may be parked, tied down or stored on unleased ground (designated public parking excepted) in excess of eight (8) hours. If such aircraft exceeds this limit, the Director shall have the authority to order the aircraft removed and stored at the owner's expense in another location without responsibility for any damages that may arise from such removal or storage.
    a) Any aircraft operator of a commercial carrier, upon notice from the Director, shall move or cause an aircraft to be removed from any operational or apron areas within sixty (60) minutes of such notification.
    b) Itinerant or local based aircraft owners, requesting permission to park aircraft on the public ramp shall be granted permission for the purpose of enplaning or deplaning passengers or freight at the Terminal Building and shall remain with the aircraft and maintain radio contact with the Billings Control Tower and be prepared to move such aircraft immediately upon notice from the Tower.
16. ***Parking on taxiways and fixed base operator streets.*** No aircraft in the custody of any fixed base operator shall be parked on or in any portion of the public taxiways or FBO streets of the

field except in an emergency. Any aircraft so parked, upon notice from the Director or his/her authorized representative, shall be removed by the operator or his/her representative within sixty (60) minutes of such notification.

17. ***Area for repairs.*** All repairs to aircraft or engines, except emergency repair, shall be made at areas designated for this purpose and not in the area reserved for landing, taking off or taxiing, ramps, aprons or terminal gate positions.
18. ***Removal of disabled aircraft.*** After U.S. Government clearance, if required, every aircraft owner, his/her pilot or agent, shall be responsible for the immediate removal from the landing area or air operations area under the orders and supervision of the Director or his/her authorized representative, of any wrecked or disabled aircraft. Such aircraft, if not immediately removed shall be removed by others as may be ordered to do so by the Director or his/her designated representative, the liability and costs for which shall be borne entirely by the aircraft owner, his/her pilot or agent.
19. ***Knowledge of regulations.*** It shall be the responsibility of all persons, firms and corporations operating on the Airport to acquaint themselves, their employees and clients/customers with the Federal Aviation Regulations and all Airport Rules and Regulations contained herein as required.
20. ***Use of gate positions.***
    a) No person may use an aircraft gate position on the Airport unless he/she has been authorized to use it by the Director.
    b) Except in an emergency, no person may enplane or deplane passengers on the Airport in an area that has not been established for that purpose by the Director.
    c) No person operating a private, itinerant, nonscheduled, or military aircraft may park, stand, unload passengers, obstruct or attempt to use any aircraft gate position assigned to a scheduled air carrier, without the advance approval of the Director.
    d) Except when specifically authorized by the Director, no person may double park an aircraft at a passenger gate.

21. ***Disabled aircraft storage.*** No person shall park or store a damaged or disabled aircraft at the Airport for more than thirty (30) days except:
    a) When undergoing or awaiting repairs at a commercial repair facility, or
    b) When specifically authorized by prior written permission of the Director.
22. ***Operations on other areas.*** No aircraft shall take off or land on taxiways or any paved or unpaved areas other than the designated runways.
23. ***Lock wheel turns.*** No aircraft exceeding a gross weight of 12,500 pounds shall be permitted to make a 180 degree turn on any runway or taxiway without approval of the Director unless necessitated by an operational emergency. Further, lock wheel turns are prohibited on all Airport paved surfaces. Aircraft owners/operators will be held responsible for any damage caused by a violation of this rule.
24. ***Aerial spraying, crop dusting and fire-bombing operations.*** No person shall conduct aerial spraying, crop dusting or fire-bombing operations from any part of the Airport without first:
    a) Securing from the Director
        1) A permit to conduct such operation and;
        2) Assignment to a specific area, if available, from which to conduct the operation; and
    b) Posting with the Director a $5,000 cleanup bond and provide liability insurance coverages for bodily injury and property damage including chemical premises liability. The amount of these coverages will be determined by the Director.
    c) Execute a hold harmless and indemnification agreement which releases the City, and Aviation and Transit Department from liability associated with the operation.
    d) Demonstrating that the storage and handling of toxic chemicals, the methods for washing aircraft and their chemical tanks, and the procedures established for recovering, storing and disposing of the contaminated wash water shall be in accordance with Federal Resource

Conservation and Recovery Act of 1978 (RCRA) as amended, as well as all State and local laws and regulations. Additionally all facilities and procedures must be inspected and approved by the City Fire Marshal.

e) Spillage of such materials on Airport grounds or pavement shall be reported immediately to the Airport's Aircraft Rescue Fire Fighting Division, and the operator shall be fully liable for the removal of said materials and/or the restoration of grounds or pavements damaged by the spillage. Materials handling shall further be governed by the provisions of Section IV, as applicable, of these Rules and Regulations.

25. ***Noise control procedures.*** The following noise control procedures have been established with the approval of the Federal Aviation Administration.

a) Runway 10R/28L. All aircraft touch and go training operations on Runway 10R/28L shall be confined to the hours between 8:00 a.m. and 5:00 p.m. every day of the year. Additionally, touch and go operations on this runway should, weather permitting, be conducted to the west.

b) Runway 10L/28R. The following Tower orders are in effect for Runway 10L/28R:

1) When weather and traffic conditions permit, turbo jet aircraft will be directed to land Runway 10L and depart Runway 28R.

2) Turbo jet aircraft departing Runway 28R whose planned route of flight requires a left turn will be directed to maintain runway heading until abeam of the Billings Very High Frequency Omnidirectional Range/Tactical Air Navigation (VORTAC) before beginning a left turn.

3) Turbo jet aircraft departing Runway 10L will be directed by FAA Air Traffic Control staff to maintain runway heading until two (2) miles east of the Billings Airport before beginning any turns.

SECTION VI — PROVISIONS FOR STORING, HANDLING & TRANSFERRING AIRCRAFT FUELS

1. ***Aviation fuel.***

a) No person shall dispense fuel either to the public or to private aircraft either owned by himself/herself or others except those individuals and or companies that have received written authorization from the Director.

b) All storage transport and handling of fuel on Airport property shall be conducted in accordance with the Uniform Fire Code (UFC) as adopted by the City of Billings and all applicable Federal and State Laws and Regulations. Individuals desiring to fuel their own aircraft will be required to follow the Billings Logan International Airport Self Fueling Policy and register their fueling equipment with the Billings Logan International Airport Aircraft Rescue Fire Fighting Division. Registration requirements are available by contacting the Aircraft Rescue Fire Fighting Division.

c) Each vehicle, pump or other device used for the storage, transport or handling of fuel must be a commercially available system in full compliance with the UFC and permitted by the City of Billings Fire Marshal.

d) The Director reserves the right to order any unauthorized and unsafe fuel tanks or trucks removed from the Airport property.

e) Companies authorized by the Airport Director to dispense fuel will submit quarterly, a list of those qualified and training received, to the Director's Office. Any person whose training cannot be established will be banned from fueling any aircraft until such a time as the training is established. Training will correspond to NFPA pamphlet number 407 (1996) and as directed by the City Fire Marshal.

2. ***Distance from buildings.*** Aircraft fuel handling at the Airport shall be conducted at a distance of at least fifty (50) feet from any hangar or other building, except where the location of

underground fuel tanks existing prior to June 1, 1987 requires such fuel handling closer to existing buildings or hangars. Fuel trucks shall be parked fifty (50) feet away from all hangars and buildings at all times.

3. ***Fuel handling while engines are running.*** Aircraft fueling is prohibited while the engine of the aircraft being fueled is running.
4. ***Proper static grounds.*** During all fuel handling operations in connection with any aircraft at the Airport, the aircraft and the fuel dispensing or draining apparatus shall be grounded by wire to prevent the possibility of static ignition of volatile liquids and gases.
5. ***Fire extinguishers required.*** During fuel handling operations in connection with any aircraft at the Airport, at least two fire extinguishers (20 lb.-B;C or larger) or other type extinguishers approved by the fire underwriters shall always be immediately available for use.
6. ***Fueling equipment.*** Fueling hoses and defueling equipment must be maintained in a safe, nonleaking condition. Fueling trucks will be kept clean and at all times free of oil and grease leaks.
7. ***Fueling when passengers are aboard.*** During fuel handling and transfer in connection with any aircraft, no passenger shall be permitted to remain in such aircraft unless in each case a cabin attendant is at the door and a passenger ramp is in position if the same should be required for the safe and rapid debarkation of passengers.
8. ***Smoking/open flames/lightning.*** Smoking is prohibited in or about any aircraft or on any ramp, apron or loading position where fueling is taking place. Only personnel engaged in fuel handling or in the maintenance and operation of the aircraft being fueled shall be permitted within a distance of fifty (50) feet of the fuel tanks of such aircraft during the fuel handling operations. No open flames are permitted within one hundred (100) feet of any fuel service activity or fueling equipment. Fuel service activity shall cease when lightning discharges occur within the vicinity of the Airport.

9. ***Starting engines.*** No person shall start the engines of any aircraft where there is any type of fuel exposed on the ground under the aircraft.
10. ***Flammable/combustible fluid spills.*** Persons engaged in the fueling, defueling and servicing of aircraft shall exercise care to prevent spillage of fuel and fluids. In the event of a fuel or fluid spill, the Airport Aircraft Rescue Fire Fighting Division shall be notified immediately via procedures set down by the Department's Flammable/Combustible Fluid Spill Policy. All spill accidents are the responsibility of the company and/or individual causing the spill. All costs for clean up of any spill will be borne by the responsible parties.
11. ***Fuel farms/bulk plants.***
    a) All fuel farms will conform to the appropriate City Fire Codes applicable NFPA standards, State and Federal regulations..
    b) Persons or companies using any bulk plant/fuel farm are responsible for keeping yards free of weeds for a distance of fifteen (15) feet outside of yard fences. Yards will be kept free of trash and other debris at all times.
    c) Under no circumstances shall a fueling vehicle be left unattended at a bulk plant during the loading or unloading process. Loading or unloading shall not be considered complete until the delivery hose is detached from both vehicle and tanks.
    d) Care shall be taken in filling tanks at bulk plants to ensure that they are not filled to the point where they will overflow from heat expansion.
    e) Each fenced fuel farm area must have an inventory of materials and equipment needed to clean a 25 gallon fluid spill in accordance with the Department's Flammable/Combustible Fluid Spill Policy.
12. ***Aircraft ground power generators*** shall be located as far as practical from aircraft fueling points and tank vents.
13. ***No photo flash bulbs,*** electrical tools, drills, buffers or similar tools which produce sparks or arcs shall be used in the immediate vicinity of aircraft during fueling operations.

14. ***Operations of radar equipment.*** No airborne radar equipment shall be operated or ground-tested on a public ramp and apron area or any area wherein the directional beam of high intensity (100kw or greater) radar is within 300 feet, or the low intensity beam (99kw or less) is within 100 feet of another aircraft, aircraft refueling operation, aircraft refueling truck or aircraft fuel or flammable liquid storage facility.
15. ***Fuel truck parking.*** Fuel servicing vehicles may not be parked or stored inside a building and may be parked only in exterior locations approved by the Director. Repair and maintenance of fuel service vehicles must be at locations approved by the Director.
16. ***Routing of fuel trucks.*** On Airport drive lanes for fuel service vehicles shall be designated by the Director.
17. ***Automotive refueling.*** Automotive and vehicular ramp equipment shall be refueled only at refueling stations and from dispensing devices approved by the Director. No aircraft refueling apparatus shall be used for automotive refueling purposes.

SECTION VII — REGULATIONS GOVERNING VEHICLES, TRAFFIC AND PARKING

1. ***Required licenses.*** No vehicle shall be operated in or about a vehicular parking area, or any road within the Airport or upon any of the aircraft facilities, unless:
   a) The driver thereof is duly authorized to operate such vehicles under the laws of the State of Montana; except that approved ramp equipment may be operated on the public ramp and apron area by accredited employees certified by the employers to the Director as qualified to operate such equipment.
   b) Such vehicle is registered in accordance with the laws of the State of Montana, or unless it is specifically authorized by the Director to be operated in such areas.
2. ***Required airfield driving permits.*** Each person whose job or job duties require that they traverse airfield movement or non-movement areas are required to obtain one of the following Billings Logan International Airport driving permits. Permit requirements are available in the Airport Police Office.
   a) A non-movement area driving permit is required for persons who only traverse certain taxilanes and apron/ramp areas not under the control of the Air Traffic Control Tower. The prerequisites for obtaining a non-movement area driver's permit are:
      1) The applicant must possess a current and valid drivers license.
      2) The applicant must possess a current Airport Identification Card.
      3) Complete permit application and obtain a self study guide which is available in the Airport Police Office.
      4) Complete the test at the end of the study guide.
      5) Return the completed test and application to the Airport Police Office.
      6) Airport Police will score the test.
      7) Applicants must score 100% in order to pass. If an applicant scores less than 100% they will be issued a

new study guide to review and may take the test again when ready.

8) Upon passing, the applicant will be issued a non-movement driving endorsement.

b) A movement area driving permit is required for persons who must traverse non-movement and movement areas (runways and taxiways) under the control of the Air Traffic Control Tower. The prerequisites for obtaining a movement area driver's permit are:

1) The applicant must possess a current and valid drivers license.
2) The applicant must possess a current Airport Identification Card.
3) Obtain an application and self study guide from the Airport Police Office.
4) When ready the applicant must take an interactive training session and test, and a written test. The interactive portion has two sections and the written test one section. Airport Police will score the test. The applicant must score 80% or greater on each section in order to pass.
5) Should the applicant fail one or more sections, they may retest on the sections where they received less than 80%.
6) Upon passing all sections, the applicant will be issued a movement area driving endorsement.

Both movement and non-movement permits are valid for two (2) years.

3. ***Operation of vehicles.***

a) All vehicles and traffic ordinances of the City of Billings and the Department of Aviation and Transit pertaining to the operation of vehicles on public streets and airfield areas shall apply at the Airport. No vehicle (except emergency vehicles) shall be driven faster than 20 m.p.h. on any non public internal streets, taxiways or ramps. Posted speeds shall be adhered to in all areas.

b) No motor vehicle shall be driven onto the public landing or operational area without the express permission of the Director or his/her designated representative, nor otherwise than in accordance with his/her instructions.

c) Drivers of all vehicles operating on the public landing area shall follow the Billings Logan International Airport Movement Area Driving requirements as periodically revised, and obtain permission from the Control Tower before entry thereon. Such vehicles shall have a functioning two-way radio in operation tuned to the Tower ground control frequency and shall display a checkered flag, not less than three (3) feet square of international orange and white, or an overhead rotating beacon. An overhead rotating beacon is required for all vehicles operating between the hours of sunset and sunrise. All vehicles must also display a two (2) foot square company logo on the side of the vehicle. The Director shall in all cases specify the identification required.

d) All vehicles shall hold clear of runways at the hold short lines painted on the pavement while waiting for signal lights or until a clearance is received by radio.

4. ***Stopping, standing or parking.*** No person shall drive, stop, stand or park a vehicle on a public vehicular parking area, operational area, or road within the Airport except at such places and for such periods of time and at such speeds as may be prescribed or permitted by the Director or indicated by appropriate signing.

5. ***Vehicle sale or repair.*** No person shall park, or operate a vehicle upon any roadway or other Airport property without the approval of the Director for the principal purpose of:

a) Displaying such vehicle for sale.
b) Greasing, oiling, lubrication, painting or repairing such vehicle, except repairs necessary to remove vehicle.
c) Displaying advertising.

6. ***All vehicles operating in operational areas will yield to aircraft at all times.***

7. ***Abandoned or illegally parked vehicles.***
   a) Airport officers finding a vehicle standing or parked upon a street or other public place on the Airport in violation of the provisions of this Section are authorized to move such vehicle or require the driver or the person in charge of the vehicle to move the same.
   b) No person shall abandon or park as "dead storage" any motor vehicle, or parts of vehicles on the Airport. Any vehicle parked or left unattended in violation of the provisions of this Section may be taken into custody by the Aviation and Transit Department and removed to a place of safe keeping.
   c) The Airport Police shall make every effort to notify the owner or operator of such vehicle as to its whereabouts within three (3) days of its removal. Notice to be given in writing or other means of the fact of such removal and the reasons thereof and the place to which such vehicle has been removed. The person claiming it shall pay all costs incurred.
   d) Airport Police may use Airport personnel, equipment, and facilities for removal and preservation of the vehicle, or may hire other personnel, equipment and facilities for those purposes.
   e) In the event the owner or operator of the vehicle cannot be notified the Airport Police will notify the Sheriff and City Police of the place where the vehicle is being held and shall furnish a complete description of the vehicle to include year, make, model, serial number and license number if available and any cost incurred.
8. ***Public parking and payment of fees.*** No person shall park a vehicle in the public parking area provided without payment of such parking fees as may be required by the Director or his/her concessionaire.
9. ***Taxicab/buses and other public service vehicles.*** No person shall operate any taxicab or public service vehicle from the Airport unless such operation has the approval of the Director and other agencies having jurisdiction and under terms and

conditions as may be prescribed and upon payment of such tolls or charges as may from time to time be established by the Director.

10. ***Building entrance.*** No driver of a taxicab/bus or public service vehicle shall be permitted in the waiting areas of the Terminal Building or in any of the entrances or passages thereto for the purpose of soliciting business.
11. ***Employees parking lots.*** There have been established employees' parking lots for the exclusive use of those persons employed at the Airport, subject to the following rules:
    a) All users of these lots shall register their vehicles with the Airport Police Division and receive an employee lot parking permit.
    b) Parking permits must be displayed at all times the vehicle is parked in the employee lots and can only be used with a vehicle registered to the employee and on file with Airport Police.
    c) Employees shall not park a vehicle, so registered, at any other place than an employees' parking lot during those hours that the employee is actually performing work for his/her employer, except that this provision shall not prohibit any employee from stopping or parking a vehicle at any other place, where stopping or parking is permitted. Parking spaces in the lots are designated by lines or marks on the pavement and each vehicle shall be parked within the lines, so established with the rear of the vehicle facing the driving lane. Vehicles shall follow the direction of the arrows in the driving lanes. During the Winter season employees shall follow the snow removal parking restriction signs.
    d) The Director may determine and designate space, at other places for the purpose of parking vehicles by special permit.
12. ***Itinerant parking lots.*** Parking lots have been established for individuals who either work for a company licensed to do business with the Billings Logan International Airport, or are general aviation pilots regularly serving the Billings area. Use

of these lots is subject to the following rules:

a) Individuals who fall into this category must provide company identification/employment verification prior to receiving a permit.
b) Permittees must pay an annual fee for the use of the lot.
c) Permittees must display the parking permit at all times while the vehicle is in the lot. The permit may only be used on a vehicle registered to the owner and on file with Airport Police.

13. ***Restricted stands.*** The Director may establish taxicab, rental car, freight, bus, and hotel-motel courtesy car parking locations in such places and in such a manner as determined to be of the greatest benefit and convenience to the users and the Airport. These vehicles will park in these designated locations. Fees may be established for use of these areas.
14. ***Temporary/transient vehicles.*** No temporary or transient vehicle shall be allowed in the terminal (ramp) area unless escorted as follows:
    a) Freight vehicles requiring access on the air carrier apron to the freight receiving area shall be escorted by airline personnel.
    b) Other temporary/transient vehicles shall be escorted by Police or Aviation and Transit Department staff vehicles. Temporary/transient vehicles, operating in the air operations area outside the ramp will require a two-way radio for communication with the Tower, be marked by a company decal, logo or flag, and have the permission of the Director as indicated in Rules #2 and #3 of this Section.
15. The Director of Aviation and Transit shall establish minimum liability insurance limits for tenant business vehicles and other privately owned vehicles which are allowed access to the AOA. The tenants insurance supplier shall provide the Director with a Certificate of Insurance listing said insurance coverages in force and current.

SECTION VIII — SECURITY RULES AND REGULATIONS

1. ***Airport Police powers and duties.*** The members of the Airport Police Division shall be charged with the requirements of enforcement in regard to anti-hijacking as provided for in the Federal Air Regulations Parts 107 and 108. They shall also enforce all Airport Rules and Regulations and all City ordinances and State laws pertaining to the operation of Billings Logan International Airport.
2. ***Federal security regulations/programs.*** Federal Aviation Regulations 107 and 108 and other regulations of the United States Federal Aviation Administration detail specific security requirements for the continued safe operation of Billings Logan International Airport. The Aviation and Transit Department is in fact required to maintain an approved Airport Security Program at all times. These regulations and the approved security program are hereby adopted by reference and made a part of these rules as though they were fully contained herein.
3. ***Employee identification.*** All employees of any user, tenant or concessionaire employed on the Airport who will need to access any portion of the AOA shall report to the Airport Police Division Office within 24 hours of being employed to make application for an employee identification badge. Depending on the AOA areas that the employee will need to access, employers will be required to complete and certify that employment history background checks were conducted, to the extent required by law, for the employee making the identification badge application. If the employee does not meet the Federally required criteria for the specific AOA area they desire to access, an employee identification badge will not be issued. Application and certification forms are available in the Airport Police Office.
    a) After receiving an identification badge employees are required to attend an instructional program on Airport and aviation security.
    b) Identification badges will be carried by the employee at all times the individual is working on the Airport and will be presented as identification when requested by any Airport official or other tenant identification badge holder.

c) Identification badges shall be continuously displayed on the outermost garment while in the SIDA.
d) Employees shall not transfer or loan their identification badge to anyone.
e) Lost badges shall be immediately reported to Airport Police.
f) Employers are responsible for collecting and returning employee identifications to the Airport Police Division immediately upon the termination of employment.

4. ***Terminal area gates and doors.*** It shall be the responsibility and duty of the airlines and tenants to close and keep closed gates and doors on the Terminal Building ramp and concourse areas at all times except when necessary for the loading and unloading of aircraft. Spectators will not be permitted on the ramp unless previously cleared by the Director or his/her authorized representative.
5. ***Airfield vehicle gates.***
   a) All manual vehicle and pedestrian gates shall be closed and locked after passing through them.
   b) When entering or exiting the AOA through an automatic vehicle gate personnel shall remain in the area of the gate until the chain link gate ends its closing cycle to insure that no one enters the AOA behind them. No vehicle tail gating (one vehicle following on the bumper of another without using their access card) is allowed, as the automatic vehicle gates are designed for single vehicle access.
   c) Violation of these procedures shall be immediately reported to Airport Police.
6. ***Property damage or theft of property.*** The City of Billings assumes no liability or responsibility for property damage or theft of property on the Airport committed by unknown parties. Normal police reports should be filed with the Airport Police Division.
7. ***All persons are prohibited*** from tampering with, altering, damaging or destroying Airport security fencing, gates, card reader devices, and communications equipment.

8. ***Aircraft requiring special security guards*** shall coordinate this requirement with the Director of Aviation and Transit Office and will be responsible for obtaining and paying all costs associated with the security personnel.
9. ***Tenants are responsible*** for the security of all aircraft and other private property entrusted to their care on their leasehold areas.
10. ***Weapons.*** No person may have a firearm, an explosive, or an incendiary device on or about the individual's person or accessible property when entering or in a secured area, except Airport Police Officers who are required to carry a firearm while on duty at the Airport, and certain other City, County, State, Federal and military law enforcement officials authorized to carry firearms in accordance with the airline, air carrier standard security program, FAR 108 and 107 and in conjunction with their official duties. Sporting weapons carried for shipment must be encased according to specific airline shipping requirements.

SECTION IX — BASIC LEASING AND ALTERATION/ CONSTRUCTION REQUIREMENTS

1. ***Commercial activities.*** It shall be unlawful for any person, firm or business to conduct any commercial activity on, at and within the Airport without first obtaining approval from the City of Billings through the Aviation and Transit Department. Activities approved by operating permit, use agreement, license, lease or sublease, shall be restricted to the activities specifically described in the permit, agreement or lease, which lease and agreements shall be in a form satisfactory to the City.
2. ***Leases, use agreements and operating permits.*** The Aviation and Transit Department will accept requests for a lease, use agreement, or operating permit on Logan Field only after the requesting party puts forth in writing the scope of the proposed operations to include but not limited to the following:
   a) The service to be offered and/or the nature of the business.
   b) When applicable the amount and location of the land the requesting party desires to lease or use.
   c) When applicable the building(s) space (sf) and location of same he/she is requesting to lease or construct.
   d) When applicable the number, type and ownership of the aircraft intended to be used in the business.
   e) When applicable the number, type and use of other pieces of equipment intended for use in the business.
   f) The number of persons located on Airport to be employed in the business.
   g) The hours/# of days of week of proposed operation.
   h) Evidence of the parties financial capability to perform and provide the above services and facilities both at present and in the future.
      1) Financial statement of assets and net worth.
      2) Credit references.
      3) Letters of recommendation from financial institution officials who can attest to his/her past performance and potential future performance in the business or endeavor the party is requesting to enter into at the Airport.

   i) Demonstrate proof of necessary Federal, State and local licenses, permits or certifications.
3. ***All applications for a lease/use agreement/operating permit*** at Billings Logan International Airport will be evaluated using the following criteria: The Aviation and Transit Department may, as physical planning and fiscal consideration dictate, add to, subtract from or materially alter these criteria.
   a) The availability of the land/buildings (space) or other facilities necessary to accommodate the request.
   b) No conflicts or potential for conflicts may exist between the proposed use and any Airport land use plan currently in effect or being considered for the future.
   c) The requesting party must be willing to accept a lease/use agreement/operating permit on the terms outlined by the Aviation and Transit Department in the following areas:
      1) A lease/use agreement/operating permit, the form and contents of which is devised by the Department.
      2) The acceptance of the rate/fee or charge to be made for the particular use.
   d) Any conflicts present or potential with these Airport Rules and Regulations.

   Arrangements for leases and building sites shall be made with the Director, but shall be approved by the City Council before any construction begins.
4. ***Aviation fuel flowage.*** An aviation fuel flowage fee, as determined by the Director, will be charged on all aviation fuel brought onto the Billings Logan International Airport. The Department of Aviation and Transit Aviation Fuel Flowage Policy establishes requirements on reporting, remittance exemptions from the aviation fuel flowage fee, and the Director's right to audit for compliance with the Aviation Fuel Flowage Policy. The Aviation Fuel Flowage Policy is specifically made a part of these Rules and Regulations and applies to everyone who performs aviation fueling on Airport property. A copy of the Aviation Fuel Flowage Policy is available at the Office of the Director.

5. ***Temporary structures.*** The use of trailers, wheeled buildings, or other temporary structures will require the written approval of the Director and must be installed in accordance with applicable City of Billings ordinances. **The use of temporary structures will not exceed twelve (12) months.** Following the twelve month period the building shall be removed from the Airport or remodeled to conform with the standards of the State Building Codes, the Uniform Building Code and the City of Billings Building Department, which addresses standards to qualify as "permanent" buildings.
6. ***Construction trailers and special event temporary structures.*** Construction trailers will be allowed on the Airport for the duration of the project it is assigned to. The structure shall not be used for living or sleeping purposes and shall be removed at the end of the project. For projects that last longer than 12 months, written approval must be received from the Director. Temporary structures will be permitted for special short term events (airshows, dignitary visits) upon approval of the Director and shall be removed within 24 hours of the completion of the event.

SECTION X — SCHEDULE OF FEES

All Airport rates, fees and charges will be established by and posted in the Director's Office and recorded in the Office of the City Clerk. All monies are payable to the City of Billings on the date incurred unless the provisions of a valid lease permit otherwise. Except for fees set by lease, or other written agreements, the City reserves the right to increase, decrease or amend in any manner and without notice the existing fee structure, and may assess new charges from time to time as it may deem reasonable and proper and necessary for the general welfare of the Airport.

SECTION XI — NEWSRACKS, ADVERTISING AND GENERAL INFORMATION DISTRIBUTION

1. **Newsracks**
   a) ***Placement of newsracks.*** To meet the concerns for security, safety, aesthetics and traffic flow, no newsracks shall be placed in the Airport without the prior written permission of the Director. To obtain such permission, a picture/sketch of dispensing machine indicating colors and dimensions will need to be provided. Placement of newsracks shall be restricted to those locations specified by the Director.
2. **Regulated Activities**
   a) ***Public solicitation and acceptance of donations for charitable, religious or political causes.*** Solicitation and acceptance of donations for charitable, religious or political causes are not allowed within the Terminal Building.
   b) ***Distribution of handbills, tracts and other literature.*** Handbills, tracts and other literature intended for public display, may be placed in display racks in an area chosen by the Director. A written request to include the literature in the rack must be sent to the Director prior to placement. This request must include a name, current phone number and address of the party or parties responsible for the information. The display racks must meet the size and safety specifications established by the Director. The Airport will assume no underlying responsibility for the material upon placement.
3. **Charge for Display**
   a) ***The Airport reserves the right to charge a fee for display of any material on Airport property.***

SECTION XII — ENVIRONMENTAL REQUIREMENTS

1. ***General requirements.*** No part of the Airport and no improvement thereon shall be used or allowed to be used at any time for the manufacture, storage, distribution, servicing or sale of any product or the furnishing of any service, in a manner which is noxious or offensive or an unreasonable annoyance or a nuisance to others on the Airport because of odors, fumes, smoke, noise, soot or dust. No activity shall be carried on which may be or may become dangerous to the public health and safety or violate any local, State or Federal environmental or hazardous waste regulation.
2. ***Sanitary sewer limitations.*** All City of Billings pretreatment ordinances and general discharge prohibitions shall be followed by all persons or tenants that use the Airport's sanitary sewer system. Copies of these ordinances may be received by contacting the Airport's Engineering and Planning Office.
3. ***Storm water pollution prevention.*** The Billings Logan International Airport is authorized by the State of Montana, Department of Environmental Quality, Water Quality Division to discharge storm water under the State's General Discharge Permit requirements. All tenants and users of Billings Logan International Airport shall follow the requirements of this permit including, but not limited to:
   a) Discharging of any substance into the Billings Logan International Airport storm drainage system is prohibited.
   b) All leaks or spills of any fluids or materials other than clean water shall be immediately reported to the Airport's Aircraft Rescue and Fire Fighting Division. Spills shall be contained and disposed of in accordance with the applicable environmental requirements and at the cost of the company or persons that caused the spill.
   c) All vehicles and equipment must be maintained to prevent the leaking of fluids which may contaminate the Airport's storm water system.
4. ***Hazardous waste.*** All hazardous materials as defined by the State of Montana, Waste Management Division's Hazardous

Waste Program shall be disposed of in accordance with this division's requirements as well as the hazardous waste regulations of the Environmental Protection Agency. Billings Logan International Airport tenants that generate hazardous wastes shall contact the State Waste Management Division to receive a hazardous waste generator status and Environmental Protection Agency registration number. Under no circumstance shall any industrial waste be disposed of on the ground, pavement surfaces, in trash containers, floor drains and sumps, storm and sanitary sewer systems. Industrial wastes include, but are not limited to, fuels, oils and waste oils, solvents, dirt and waste collected from floor drain sumps.

5. ***Underground storage tanks.*** Any person, tenant or lessee that has been authorized by the Director to operate an underground storage tank (UST) at the Billings Logan International Airport shall comply with all State of Montana, Department of Environmental Quality, Waste Management Division, UST regulations to include:
   a) Registering the tank with the Department of Environmental Quality, Waste Management Division.
   b) Coordinating all new tank installations and improvements/upgrades, and the removal of old/abandoned tanks with the State Department of Environmental Quality Division.
6. ***Above ground tank installations.*** Above ground storage tanks for fuels and oils are not permitted at Billings Logan International Airport.
7. ***Aircraft deicing.*** The use of Federally approved glycol/water mixtures for deicing aircraft will be permitted during the Winter months at Billings Logan International Airport under the following conditions:
   a) Deicing equipment shall be maintained to prevent leaking of fluids while the equipment is not in use.
   b) The placement and size of deicing storage tanks shall be approved by the Director and such tanks shall be maintained in a safe condition free of leaks.
   c) Aircraft deicing locations shall be approved by the

Director and only the amount of deicer needed to make the aircraft safe for flight shall be expended. Deicing equipment and techniques shall be used to prevent excessive over spray of fluids. Containment and re-cycling of fluids may be required by the Airport as deemed necessary.

8. ***Violations.*** Violations of any of the above mentioned environmental requirements by any person, tenant or lessee is subject to local, State and Federal fines and/or imprisonment.

City Council Regular

Date:	07/22/2024
Title:	Water Line Agreement with the County Water District of Billings Heights
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	NA

RECOMMENDATION

Staff recommends that Council approve the Water Line Agreement with The County Water District of Billings Heights for reimbursement of funds associated with work completed under W.O. 24-38: Wicks Lane Stormwater Improvements.

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

The City is completing stormwater improvements to Wicks Lane from Moose Hollow to the existing Yellowstone River outfall corridor east of River View Drive as part of W.O. 24-38. Additionally, included within this project is replacement of a 6-inch asbestos cement County water main per the County Water District's request. The cost to replace the water main will be entirely reimbursed by the County Water District as detailed in the attached agreement. This agreement allows the City to recover project costs related to replacement of the County Water District's water main. The County Water District has reviewed this agreement.

ALTERNATIVES

City Council may:

- Approve the Water Line Agreement with The County Water District of Billings Heights; or,
- Not approve the agreement. If not approved, the City would not be able to receive reimbursement funds from The County Water District of Billings Heights for water main replacement work associated with W.O. 24-38: Wicks Lane Stormwater Improvements and the waterline replacement work would be removed from project.

FISCAL EFFECTS

Approval of the agreement allows the City to recover approximately $252,366.40 in project costs that are associated with the water line replacement.

Attachments

CWDBH and COB Wicks Lane Water Line Agreement

WATER LINE AGREEMENT

This **WATER LINE AGREEMENT** ("Agreement") is entered into this date of _____**,** by and between **THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS** (the **"**CWDBH**")** and **CITY OF BILLINGS** (the "CITY"), individually referred to as "Party" and collectively referred to as "Parties".

PURPOSE

The purpose of this Agreement is to establish the contributions, duties, and ownership interests understood and agreed upon by the Parties to replace the CITY storm main drain pipe with Wicks Lane and CWDBH water line within Wicks Lane from Moose Hollow Road to the intersection of Duran Drive, commonly known and referred to as Wicks Lane Storm Pipe and Water Line Improvements (hereinafter, the "PROJECT"). The PROJECT will occur as part of a CITY replacement of the existing storm main drain pipe located within Wicks Lane. The Parties are mutually benefitted by replacement of the CWDBH water line at the same time as the replacement of the CITY storm main drain pipe within Wicks Lane.

SCOPE OF WORK

The proposed scope of work for the PROJECT is to replace a portion of the existing CWDBH water line and appurtenances within Wicks Lane as part of the CITY'S project to replace its storm main drain pipe located within Wicks Lane.

RECITALS

WHEREAS, the PROJECT will benefit the CWDBH and CITY facilities; and

WHEREAS, the CWDBH agrees to participate in a cost contribution to complete the CWDBH water line replacement portion of the PROJECT.

NOW THEREFORE, in consideration of the foregoing recitals incorporated herein as part of the Agreement, CWDBH and CITY understand and agree:

1) The CITY will be the Owner of the PROJECT.

2) The PROJECT will be publicly bid by the CITY, as Owner of the PROJECT.

3) The CITY shall solely contract with the successful bidder to complete the PROJECT.

4) The cost of the CWDBH water line replacement portion of the PROJECT will be borne by the CWDBH. The CWDBH will contribute to the water line and appurtenance replacement cost shown on Exhibit A, attached hereto and incorporated, herein.

5) The total bid cost of the CWDBH water line and appurtenance replacement for the PROJECT is $252,366.40.

6) Upon construction of the PROJECT by the CITY, the CITY will submit to the CWDBH an invoice for the actual total construction cost of the PROJECT and detailing the amount of the CWDBH's contribution of the cost of the CWDBH water line and appurtenance replacement for the PROJECT, and the CWDBH will pay to the CITY, in full, the invoiced contribution amount within 30 days of invoicing. Any change orders applicable to the construction of the CWDBH water line replacement or appurtenances submitted to the CITY by the contractor during construction of the PROJECT will be copied to CWDBH, and CWDBH agrees to pay the costs of any applicable change orders and to remit such payment to CITY within 30 days of receipt of the change order costs.

7) This Agreement is limited to the contributions, duties, and ownership interests of the CWDBH and the CITY, as Owner of the PROJECT, and covers what is hereby written. Modifications within the scope of work of the Agreement shall be made by mutual consent of the Parties by the issuance of a written modification signed and dated by all the Parties prior to any changes of the Agreement being made.

8) The CWDBH agrees to review and accept construction design plans and specifications of the PROJECT, attend project meetings as requested during construction of the PROJECT, respond to questions in a timely manner during construction of the PROJECT, and attend the final acceptance walkthrough of the PROJECT. The CITY agrees to enforce PROJECT's two-year warranty for water line and appurtenance work with PROJECT's contractor.

9) The Parties agree that the CWDBH will automatically take full ownership, operation, maintenance, control and responsibility of the CWDBH water line and appurtenance replacement for the PROJECT upon the effective date of acceptance of the PROJECT by the CITY, as Owner of the PROJECT.

10) Upon the effective date of taking ownership of the CDWDBH water line and appurtenances replacement for the PROJECT, the CWDBH hereby releases and agrees to protect, indemnify, and hold harmless the CITY and its respective City Council members, agents and employees from and against any and all claims, demands, causes of action, and damages, including attorney fees, resulting from any accident, incident, and occurrence of whatsoever kind and nature, which they, or any person or entity shall or may at any time sustain or incur by reason or in consequence of, or arising in connection with, the installation, use, operation, and maintenance of the CWDBH water line and appurtenance replacement by the PROJECT.

11) In the event of a dispute arising out of the performance of this Agreement, either Party may send a written notice of dispute to the other Party, and within fifteen (15) working days of receipt of such notice, the notified Party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute. No settlement remedy herein conferred is intended to be exclusive of any other remedy existing at law or in equity or otherwise.

12) Any notice to be given to the Parties hereunder will be addressed as follows (until notice of a different address is given to the Parties):

County Water District of Billings Heights
Board of Directors
1540 Popelka Drive
Billings, MT 59105

CITY OF BILLINGS
City Administrator
210 N. 27th Street
P.O. Box 1178
Billings, MT 59103

13) This Agreement shall be construed in accordance with the laws of the State of Montana and venue with respect to any suit in connection with this MOU will be the Thirteenth Judicial District Court, Yellowstone County, Montana.

14) This Agreement is not in effect until signed by all Parties.

TERM

This Agreement shall become effective on the date entered above and will remain in effect until satisfactory final completion and acceptance of the PROJECT by the CITY, as Owner of the PROJECT, and all cost CWDBH'S sharing commitments have been met.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as follows:

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

By _____
Doug Kary, President
Board of CWDBH

CITY OF BILLINGS

By:_____
William A. Cole, Mayor

Exhibit A: W.O. 24-38; Wicks Lane Water and Storm Sewer Pipe Cost

Construction Total **$1,868,911.00** **= Base Bid Plus Additive Alternate**

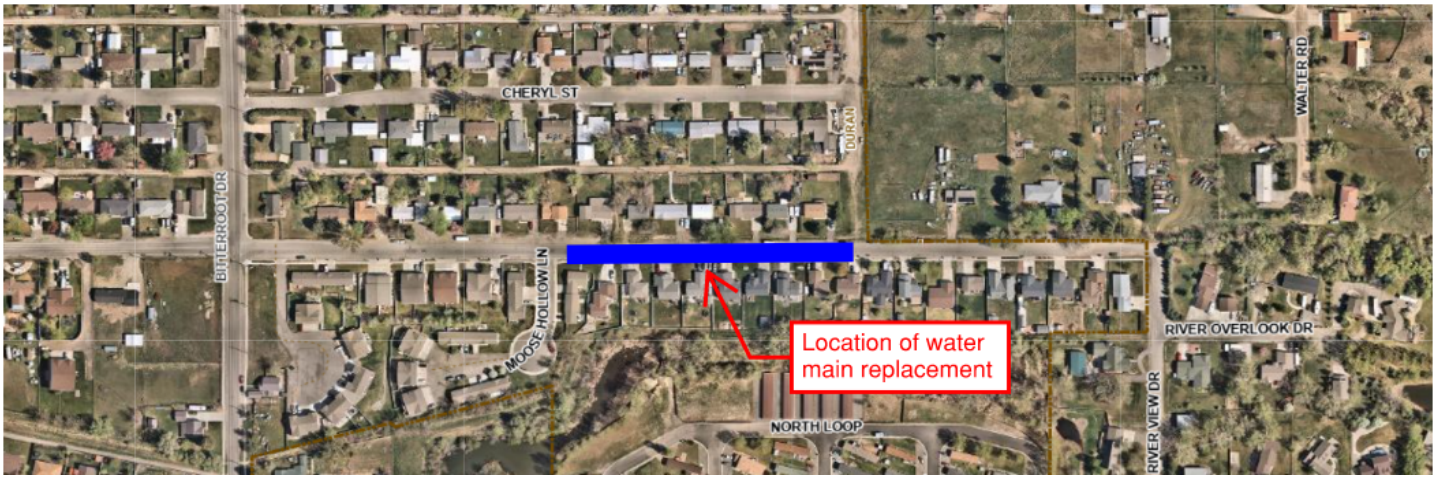
Total of General Items	$321,300.00
Stormwater Portion of General Items (86.50%)	$277,913.60
Water Portion of General Items (13.50%)	$43,386.40

	Subtotal of Related Items	$ Portion of General Items	Final Total of Funding Items
Storm Funds	$1,338,631.00	$277,913.60	$1,616,544.60
Water Funds	$208,980.00	$43,386.40	**$252,366.40**

Low Bid Contractor Cost Breakdown

				Askin Construction's Bid	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price	Total Price
General Items					
1100	Mobilization/Demobilization	1	LS	$180,000.00	$180,000.00
1101	Insurance, Bond, Permits	1	LS	$75,000.00	$75,000.00
1102	SWPPP Permits and Operations	1	LS	$10,000.00	$10,000.00
1103	Traffic Control	1	LS	$32,000.00	$32,000.00
1104	Changeable Message Sign (CMS)	7	DAYS	$200.00	$1,400.00
1105	Certified Flaggers	12	DAYS	$1,200.00	$14,400.00
1105	Exploratory Excavation	20	HR	$425.00	$8,500.00
				Subtotal of General Items	*$321,300.00*
Demolition					
1200	Tree Removal, Class I	26	EA	$500.00	$13,000.00
1201	Tree Removal, Class III	3	EA	$2,000.00	$6,000.00
1202	Tree Removal, Class IV	4	EA	$5,000.00	$20,000.00
1203	Wicks Outfall Demolition	1	LS	$6,500.00	$6,500.00
1204	Tree Removal along Wicks Outfall	1	LS	$7,000.00	$7,000.00
1205	Tree & Shrub Trimming	80	HR	$280.00	$22,400.00
1206	Surface Demolition and Site Prep	1	LS	$30,000.00	$30,000.00
1207	Remove Existing 36" RCP & Structures	1,311	LF	$30.00	$39,330.00
1208	Remove Existing 54" Tie-In	1	EA	$6,600.00	$6,600.00
1209	Remove and Replace Existing Traffic Signs	1	EA	$827.00	$827.00
1210	Remove and Replace Existing Mailbox	11	EA	$389.00	$4,279.00
				Subtotal of Demolition Items	*$155,936.00*
Earthwork/Surface Improvements					
1300	3" Asphalt-Cement Pavement	2,136	SY	$30.00	$64,080.00
1301	1.5" Minus Base Course	870	CY	$85.00	$73,950.00
1302	Non-Woven Geotextile Fabric	272	SY	$3.00	$816.00
1303	Vegetative Restoration	1	LS	$10,000.00	$10,000.00
1304	Erosion Control Blankets	214	SY	$16.00	$3,424.00
1305	Embankment Placement	172	CY	$18.00	$3,096.00
1306	CL Monument Replacement	1	EA	$1,200.00	$1,200.00
1307	Road Closure Barricade	1	EA	$1,600.00	$1,600.00
1308	Road Barrier Gate	1	EA	$2,100.00	$2,100.00
				Subtotal of Earthwork/Surface Improvements Items	*$160,266.00*
General Utility Items					
1400	Underground Dry Utility Crossing	5	EA	$1,400.00	$7,000.00
1401	Non-Woven Geotextile Fabric (Pipe Bedding)	1,448	LF	$13.00	$18,824.00
1402	Imported Trench Backfill	200	CY	$40.00	$8,000.00
				Subtotal of General Utility Items	*$33,824.00*
Water					

1500	Remove Existing AC Water Main	619	LF	$20.00	$12,380.00
1501	Temporary Water Supply	1	LS	$30,000.00	$30,000.00
1502	6" Water Main	51	LF	$225.00	$11,475.00
1503	8" Water Main	595	LF	$135.00	$80,325.00
1504	8" Gate Valve	1	EA	$3,500.00	$3,500.00
1505	8" x 6" Tee	2	EA	$1,250.00	$2,500.00
1506	3/4" Water Service	498	LF	$100.00	$49,800.00
1507	Reconnect to Existing Water Main	3	EA	$3,000.00	$9,000.00
1508	Hydrant Assembly	1	EA	$10,000.00	$10,000.00
				Subtotal of Water Items	*$208,980.00*
Storm Drain					
1600	54" Dia. RCP Storm Drain	1,448	LF	$450.00	$651,600.00
1601	54" Dia. Flared End Terminal Section	1	EA	$8,000.00	$8,000.00
1602	96" Dia. Manhole	1	EA	$25,000.00	$25,000.00
1603	96" Dia. Manhole - Extra Depth	15	VF	$800.00	$12,000.00
1604	54" Dia. Tee Manhole	3	EA	$10,000.00	$30,000.00
1605	54" Dia. Tee Manhole - Extra Depth	38.2	VF	$250.00	$9,550.00
1606	Wicks Storm Outfall Treatment	1	LS	$14,000.00	$14,000.00
1607	Reconnect Existing Storm Drain Laterals	2	EA	$3,100.00	$6,200.00
				Subtotal of Storm Drain Items	*$756,350.00*
Irrigation					
1700	8" Dia. Irrigation Pipe	752	LF	$40.00	$30,080.00
1701	8" Dia. Flared End Terminal Section	2	EA	$600.00	$1,200.00
1702	8" Inline Valve	2	EA	$2,000.00	$4,000.00
1703	8" Slide Gate	1	EA	$1,800.00	$1,800.00
1704	8" x 8" Tee	1	EA	$550.00	$550.00
1705	8" Cleanout	1	EA	$1,000.00	$1,000.00
1706	30" Dia. Manhole	1	EA	$2,000.00	$2,000.00
1707	18" Dia. CMP	83	LF	$75.00	$6,225.00
1708	18" Dia. Flared End Terminal Section	6	EA	$900.00	$5,400.00
				Subtotal of Irrigation Items	*$52,255.00*
Base Bid Schedule 1000 - Total Bid Price					**$1,688,911.00**
Alternate Bid Schedule 1000					
1800	Stormwater Treatment Device	1	EA	$180,000.00	$180,000.00
Alternate Bid Schedule 1000 Total Bid Price					**$180,000.00**



City Council Regular

Date:	07/22/2024
Title:	Teamsters Local 190 Collective Bargaining Agreement
Presented by:	Karla Stanton, Human Resources Director
Department:	Human Resources
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

The City Council is being asked to approve a tentative agreement for the renewal of a labor contract between the Teamsters - Local 190 and the City of Billings. This negotiated agreement will replace the one that was in effect from July 1, 2021, through June 30, 2024. Staff recommends the City Council approve the proposed collective bargaining agreement with the Teamsters - Local 190.

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

As you are aware, the Teamsters' contract negotiations were challenging primarily due to the Consumer Price Index (CPI-U) inflationary numbers of 7%, 6.5% and 3.4% respectively in years 2021, 2022, and 2023. During these high inflationary years, the Teamsters were granted 3% increases in each of those years, but the increases paled to the actual inflationary numbers. High inflation and low unemployment led to difficulty in recruiting and retaining employees in the City. As a result of high turnover, the city began researching market pay in an effort to better recruit and retain employees. This research led the City to purchase PayScale/PayFactors compensation software as a tool to help ensure the city's compensation plan is equitable internally and competitive in the market for similar positions. This software allowed human resources staff to compare every teamster's position with the market, resulting in both internal pay equity and competitive pay throughout the City's compensation system. After several weeks, Human Resources completed the pay project. It was then reviewed over a 3-day period by a 6-member committee made up of Department Directors. This committee reviewed both internal pay equity and external market pay by position in an effort to "get pay right." Once the pay data was finalized, it was ready to be presented to the Teamsters during contract negotiations.

The City and Teamsters union began negotiations on May 6, 2024, and continued bargaining for 10 day-long sessions before the City presented its Last, Best, and Final offer to the Teamsters' negotiating team. Per the Teamsters' bylaws, they are required to take a vote of their membership when a Last, Best, and Final offer is proposed by an employer. Therefore, on Monday, June 17, 2024, the Teamsters voted not to accept the City's Last, Best, and Final offer, resulting in the City requesting a mediator from the Montana Department of Labor. Mediation began on Tuesday, June 18, 2024, reconvened on Tuesday, June 25, 2024, and continued through Wednesday, June 26, 2024, when both parties ultimately reached a tentative agreement.

The Teamster members voted in favor of accepting the tentative agreement on July 10 and 11, 2024. If approved by the City Council, then the contract will go into effect retroactively from July 1, 2024, and continue through June 30, 2027.

Changes to the collective bargaining agreement include:

- Implementing a market-based pay system for the first year of the contract, effective retroactively to July 1, 2024.
- A 4.0% COLA for the second year of the contract, effective July 1, 2025.
- A 3.5% COLA for the third year of the contract, effective July 1, 2026.
- Longevity pay is eliminated for all employees hired on or after July 1, 2024.
- The City agreed to increase the boot allowance from $150.00 to $200.00 in years 1 and 2 of the contract, and from $200 to $225 in year 3 of the contract.
- Clarified Lead worker pay language to include employees will not be paid when the assigned lead worker is on vacation, sick, or otherwise off-shift. In addition, lead worker pay will only be paid if the assignment is four (4) hours in duration or more.
- IRS mileage rates will be paid to employees required to drive between worksites using their personal vehicles.
- The City agreed to send copies of all modified Teamsters' job descriptions to the union.
- The City agreed that call-outs for emergencies, such as floods, fire, water and wastewater plant failures, earthquakes, and tornadoes will be paid upon the employee's notification to report to work provided the

employee arrives within 45 minutes of receiving the call. If it is longer than 45 minutes, then pay will commence when the employee arrives.
- Employees will be paid holiday pay for all hours worked on the holiday.
- Attendance incentives will be awarded annually, instead of every 4 months.
- Personal time will be based on the employee's standard work shift. If the employee works 5-8-hour shifts the majority of the year, then works 4-10-hour shifts during the summer, then the personal time is 16 hours instead of 20 hours.
- Included the October 2, 2024, MET Transit Fixed Route Implementation Memorandum of Understanding in the Collective Bargaining Agreement.
- Clarified overtime language for MET Transit extraboard operators.
- Clarified overtime language regarding the most junior employee at MET Transit. This employee shall not be forced to cover more than two overtime periods in a given week nor shall they be required to work more than allowed by federal regulations. In these instances, the forced overtime periods will be rotated to the next most junior employee.
- Clarified seniority language at Fleet Services to include when a Vehicle Service Technician is hired as a Mechanic II, then that employee will move to the bottom of the Mechanics' seniority list.
- The city agreed to increase the uniform allowance to $300 per year for the Airport ARFF/AFM employees.
- The city agreed to allow shift bidding between the Facilities Support I employees in the Facilities division.
- The union and city agreed to discuss safe, nearby Stillwater parking options for employees working from 6:00 p.m. to 6:00 a.m.
- The union and city agreed to discuss installing cameras in Solid Waste Collections trucks.

ALTERNATIVES

City Council may:

- Approve the contract as presented with the implementation of a market pay system effective retroactively to July 1, 2024.
- Postpone action on the contract to obtain additional information; or
- Deny approval of the contract, forcing both parties to resume negotiations through continued mediation or fact-finding proceedings.

FISCAL EFFECTS

The costs associated with implementing this contract are as follows:

- The cost of implementing the market pay system is approximately $2M in year 1 of the contract.
- The 4% Cost of Living Adjustment is approximately $1.7M in year 2 of the contract.
- The 3.5% Cost of Living Adjustment is approximately $1.6M in year 3 of the contract.

As you are aware, the FY25 budget included a 5% increase in wages. However, if the contract is approved, the City Council may be asked to approve a budget amendment to account for additional wages in some departments/divisions.

Attachments

Teamsters 2024 - 2027 Markup

AGREEMENT

Between the

TEAMSTERS - LOCAL 190

AND

CITY OF BILLINGS

For the period of:

JULY 1, 2024 - JUNE 30, 2027

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ATTACHMENTS:

1. Departmental Order, Order Number 019C, Subject: Airport Standby/Pager Policy
2. Departmental Order, Order Number 20, Subject: ARFF/AFM Division Holiday Pay Policy
3. Letter of Understanding, Winter Overtime policy for the Department of Aviation & Transit ARFF/AFM employees.
4. Memorandum of Understanding on the City/County 911 Center breaks
5. Memorandum of Understanding regarding City Ordinance Safety Issues
6. Memorandum of Understanding Solid Waste Overtime and Seniority List
7. Memorandum of Understanding Public Works Uniforms and Cold Weather Apparel American National Standards Institute (ANSI) Certified Class 2 Cold Weather Apparel
8. **Memorandum of Understanding ARFF/AFM Uniform Policy**

~~9. Teamster Range Placement Table (use updated titles)~~

Appendix A – Teamster Pay Table

Appendix **B** - Random Drug/Alcohol and Reasonable Suspicion Policy

P R E A M B L E

THE CITY OF BILLINGS, MONTANA, hereinafter referred to as "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 190, hereinafter referred to as "Union," have agreed as follows:

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all City employees in the classifications listed in Attachment A.

A temporary employee is defined as an employee that is hired to temporarily replace an absent full-time employee or to fill in for a heavy workload in a particular work unit.

The City agrees that any temporary or on-call employee will be a member of the bargaining unit if that employee works for more than 1,056 hours in a calendar year (January 1 – December 31) with the following exceptions: the City will be allowed to utilize temporary employees from April 1 – November 30, for the following departments:

- PRPL Department – Restroom Attendants and Garbage Collection
- Solid Waste Division – Up to six (6) full time collection employees to accommodate Green Barrel season

Temporary employees cannot be utilized to replace any full-time positions.

Due to the nature of recreation programs, temporary employees in the Recreation Division may work more than 1,056 hours in a calendar year (January 1 – December 31). These temporary employees customarily work on a variety of programs.

The City agrees that no temporary or on-call employee will be used to circumvent any part of the labor agreement. When overtime is required, members of the bargaining unit will have the option of working the overtime.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Union recognizes the prerogative of the City to unilaterally operate its affairs in all respects in accordance with its responsibilities; and the powers, discretion, or authority which the City has not expressly granted to the Union by this Agreement are retained by the City, and in such areas as, but not limited to the following, to-wit:

A. Direct employees;

B. Hire, promote, transfer, assign, and retain employees;

C. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;

D. Maintaining the efficiency of government operations;

E. Determine the methods, means, job classifications, and personnel by which operations of the City of Billings are to be conducted;

F. Taking whatever actions may be necessary to carry out the mission of the City of Billings in situations of emergency;

G. Establishing the methods, standards, and processes by which work is to be performed;

H. Scheduling and assigning work, including overtime and leaves, in a manner most advantageous to the City and its requirements subject to seniority and qualifications.

2.2 The Union recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operation. The right of contracting or subcontracting is vested in Employer; however, it is recognized that this right is a concern to the Union and its members. The City agrees that no contract or subcontract that would directly impact the Union or its members will be entered into without an evaluation of the total economics involved in that operation as it relates to the public good. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

2.3 The Union recognizes that all employees are subject to all City policies and procedures, including Administrative Orders, unless specifically superseded by this agreement.

ARTICLE 3 - UNION SECURITY

3.1 Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.

3.2 Membership in the Local Union is separate, apart and distinct from the assumption by one of equal obligation to the extent that he/she receives equal benefits. The

Local Union is required under this Agreement to represent and to provide all rights and benefits to all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Local Union, and this Agreement has been executed by the City of Billings after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, each employee in the bargaining unit shall assume an equal share of the obligation along with a grant of equal benefits contained in this Agreement.

3.3 The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, service charges, and dues.

ARTICLE 4 - SENIORITY

4.1 Seniority means an employee's length of continuous service with his or her Division and shall be computed from the date the employee began service in the Division, except in cases where the employee is forced to transfer to a different division by the City. In those cases, the employee will take his/her seniority with them to the new division.

A. To be absent from the job due to a leave without pay exceeding 180 calendar days will be considered lost time for the purpose of seniority, however, previous service upon reemployment shall count toward seniority.

B. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.

C. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for justifiable cause, and retirement.

D. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority.

4.2 Layoffs, caused by reduction in force within an affected Division, shall be determined by job description and City-wide seniority. Employees who are scheduled to be laid off, shall be given as much advance notice as is practical, with a minimum of 45 calendar days. Employees scheduled to be laid off will be allowed to bump other less senior employees within their same job description. No other bumping rights are available to affected employees. Employees who are laid off,

will be offered re-employment in the inverse order of the lay-off when they are needed again, provided they are still qualified to perform the duties of the position. All recall rights for employees laid off expire 24 months from the layoff date.

The Employer shall notify such employees to return to work and furnish the Union a copy of such notification; and if the employee fails to notify the Employer within five (5) calendar days of his/her intention to return to work, the employee shall be considered as having forfeited his/her right of re-employment. It shall be the employee's responsibility to maintain a current notification address with the Employer.

4.3 The Employer shall post, by division, an updated, accurate seniority list in January of each year. The Employer also agrees to supply copies of those lists to the Union and, in addition, agrees to provide to Union an updated list at any time during the calendar year that Union requests such an update in writing. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made.

4.4 In the Met Transit division, there will be three (3) separate seniority lists which shall be based on the following job classifications: 1) Transit Operator and On-Call Driver, 2) Transit Service Dispatcher and Senior Office Assistant, 3) Transit Mechanic II, Vehicle Service Technician and Transit Service Worker.

4.5 <u>In the Fleet Services Division, there will be two separate seniority lists – one for Vehicle Service Technicians and one for Mechanics. If a Vehicle Service Technician applies for a vacant Mechanic II position and the City hires that employee as a Mechanic II, then that employee will move to the bottom of the Mechanic's seniority list.</u>

ARTICLE 5 – JUSTIFIABLE CAUSE

5.1 Employees may be subject to disciplinary action by the Employer for just cause.

5.2 For other than serious infractions, disciplinary action shall be based upon progressive discipline based upon warning letters, suspension and/or termination. The employee and the Union shall be notified in writing of any disciplinary action within 15 business days after the violation, or the first knowledge of the violation in question, is known to the City. In cases where a due process hearing is involved this notification shall be increased to within 20 business days. However, both parties recognize that from time-to-time additional information may be needed and that hasty action would be

detrimental to all parties. Therefore, upon notification, the 15 business day period will be waived for a reasonable period of time.

All disciplinary notices will be considered current and in effect for a period of 24 months after the date of issue.

5.3 New employees shall be on probation for a period of 12 months from the date of their employment: All probationary employees may be discharged at the sole option of the Employer without recourse to the grievance procedure. Probationary periods for temporary employees shall begin on the first day of employment as a permanent employee in a new job classification. If a temporary employee becomes a permanent employee in the same position they held as a temporary employee both the probationary period and seniority shall run from their date of hire as a temporary employee.

ARTICLE 6 - SETTLEMENT OF DISPUTES

6.1 A grievance is defined as a dispute or a difference of interpretation between a non-probationary employee and the Employer involving an economic or disciplinary issue as expressly provided in the terms of the Agreement. Disciplinary actions, involving warning letters, suspension, or discharge shall be grievable; all lesser disciplinary actions are not grievable. If a number of employees have a grievance involving the same issue(s), the grievance shall be filed as one (1) joint grievance.

6.2 Employees designated by the Union as Stewards, must be certified in writing to the Employer. A steward shall be authorized a reasonable amount of time to process a grievance during regular work hours, provided the Steward has the Supervisor's approval and does not disrupt the work of others. A Steward, who cannot be released upon request, due to work requirements, will be released as soon as work permits, but no later than the beginning of his or her next scheduled shift. An updated steward list shall be provided to City Human Resources in January of each year. The union also agrees to supply an updated steward list anytime during the calendar year that the City requests such an update in writing.

6.3 Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance process by the party in default.

6.4 Grievance and Arbitration Process:

Step 1: An employee, who has a grievance, shall, meet with his or her supervisor to orally discuss the issue and submit the grievance, in writing, to their

supervisor. The written grievance must contain the following minimal information:

1. The name and signature of the grievant; (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.)

2. The date the grievance occurred;

3. The issue and nature of the grievance;

4. The terms of the Agreement in dispute; and

5. The adjustment sought.

The grievance must be initiated no later than ten (10) business days after the grievable act occurred or the first opportunity to have reasonably had knowledge of its occurrence. The supervisor's response to the grievance shall be in writing and within ten (10) business days of the Step 1 meeting. The City will send a copy of the Step 1 City response to the Union Business Representative.

Step 2: The Union Business Representative may file an employee's formal grievance with the Employer. The formal grievance must be in a jointly agreed upon written form containing as a minimum:

1. The name and signature of the grievant; (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.)

2. The date the grievance occurred;

3. The issue and nature of the grievance;

4. The terms of the Agreement in dispute; and

5. The adjustment sought.

The grievance must be filed with the Human Resources Manager within ten (10) business days of the written Step 1 response from the supervisor.

Within ten (10) business days of receipt of the grievance, a meeting will be held between the key individuals in the grievance including: the employee, the Union Steward, the Union Business agent, the supervisor, the Superintendent/Division Manager and a representative from Human

Resources Office to discuss the grievance. Management will set up this meeting and will respond to the grievance in writing within ten (10) business days after the meeting is held.

Step 3: If the grievance has not been resolved, within ten (10) business days of the Step 2 response, a meeting will be held between the Department Head, the City Administrator, the Union Business Agent, the Union Steward, and the Human Resources Manager (or designated representative) to discuss the grievance. A management representative will respond in writing with an answer to the grievance within ten (10) business days after the meeting is held.

Optional Step 4: If the grievance has not been resolved based on management's response in Step 3, then the Union may, within ten (10) business days of the City's response, notify the City Administrator in writing of the Union's intention to request mediation conducted by the Federal Mediation and Conciliation Services (FMCS) or the Montana Department of Labor. The City Administrator will have ten (10) business days to respond to the Union regarding whether or not the City agrees to participate in the mediation process.

1. The parties must submit a signed, joint request for FMCS assistance. The parties must agree that grievance mediation is not a substitute for contractual grievance procedures.

2. The grievant is entitled to attend the mediation.

3. The parties must waive any time limits in this agreement while the grievance mediation step is being utilized.

4. The grievance mediation process is informal, and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.

5. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.

6. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.

7. The mediator has no authority to compel a resolution.

8. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate sessions with an oral advisory opinion.

9. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in their collective bargaining agreement.

10. Nothing said by the parties during grievance mediation, nor any documents prepared for a mediation session, can be used during arbitration proceedings.

11. The parties must agree to hold FMCS and FMCS mediators harmless for any claim of damages arising from the mediation process.

12. The parties must agree to these procedures and guidelines.

Step 5: If the grievance is not resolved based on management's response in Step 3, the Union may, within ten (10) business days of the City's response, notify the Human Resources Manager in writing of the Union's intention to submit the grievance to final and binding arbitration. The Union shall request the Federal Mediation and Conciliation Service, the MT Department of Labor, or the American Arbitration Association to provide a list of seven (7) arbitrators. The parties shall, within 15 business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the arbitrator.

The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. During the arbitration proceedings, all evidence shall be presented. The arbitrator's decision shall be final and binding on both parties, but he shall not have the power to alter the terms of this Agreement, City Ordinance, State, or Federal Law. His decision shall be within the scope and terms of this Agreement, and he shall be requested to issue his decision as soon as possible after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

A. Other persons may replace any position mentioned in the above procedures, so long as the other party is notified in advance and provided that such appointee has full authority to act in the capacity of the person replaced.

B. All disputes, controversies, or claims that are grievable (see section 5.1) must first proceed through the grievance procedure before then advancing to either arbitration or an alternative review process. An employee who chooses an alternative review process, such as the Courts, State Agencies, or similar recognized judicial bodies, waives all rights for further review of his grievance through this Agreement's arbitration process.

C. It is understood and agreed that when an employee files a grievance, the act of filing such a grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer relating to said grievance. Such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

D. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

E. Business days shall be defined as Monday through Friday, excluding recognized City of Billings holidays.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 WORKWEEK: A workweek is a regularly recurring period of 168 hours, in the form of seven (7) consecutive 24-hour periods. The workweek need not coincide with the calendar week; it may begin any day of the week and any hour of the day unless otherwise specified in the supplement hereto. Each workweek stands alone. The beginning of the workweek may be changed if the change is intended to be permanent and is not designed to evade the overtime requirements of this Agreement.

7.2 SHIFTS/SHIFT CHANGE: All employees shall normally be scheduled to work a regular shift and each work shift shall have a regular starting and quitting time. Schedules may be changed by giving 72 hours' notice to the affected employee(s), unless a shorter change is agreed to by the employee(s). Both parties understand, however, that emergencies may require a shift change and the notification of less than 24 hours.

Communication Center Only: An employee will be granted 12 hours off between back-to-back 16 hour shifts.

7.3 WORK SCHEDULES: Work schedules showing the employees, shifts, workdays, and hours, shall be posted on all department bulletin boards at all times.

When new/revised work schedules are prepared, management will endeavor to post said schedule changes at least two (2) weeks before the schedule's start date.

7.4 LUNCH PERIODS: All employees shall be granted a lunch period during each work shift consisting of more than four (4) hours. Whenever possible, the lunch period shall be scheduled at the middle of each shift. Shift workers may be required to eat lunch on the job during regular work hours in which case lunch shall be included as time worked.

7.5 HOURS OF DUTY: The normal working hours for full time members affected by this Agreement shall be 40 hours per week. Schedules calling for shifts other than five (5) eight (8) hour workdays per week may be implemented by the following conditions:

A. Mutual agreement between the parties to this Agreement.

B. The consent of the majority of the work crew or division if deemed by the City to be necessary for the efficient operation of that function.

C. Either party to this Agreement may initiate a request to introduce a shift greater than the eight (8) hour day.

7.6 BREAKS: Employees shall be entitled to two (2) 15-minute paid rest periods, one (1) approximately midway during the first four (4) hours and the second approximately midway during the balance of the employees' shift. Shifts of less than seven (7) hours are entitled to one (1) 15-minute paid rest period except those employees who receive no lunch break and work six (6) hours; those employees shall receive two (2) 15-minute paid rest periods. Shifts over 11 hours will receive a third 15-minute paid rest period.

Such breaks cannot be used to offset coming to work late, leaving work early, or to extend the meal period. All breaks are subject to operational requirements and workloads.

ARTICLE 8 – COMPENSATION

8.1 Compensation:

Effective July 1, ~~2021~~, **2024**, the base wage for each employee~~ shall be increased by 3.0%~~. **is outlined in Appendix A.**

Effective July 1, ~~2022~~, **2025**, the base wage for each employee shall be increased by ~~3.0%~~ **4.0%**.

Effective July 1, ~~2023~~, **2026**, the base wage for each employee shall be increased by ~~3.0%~~ **3.5%**.

8.2 Deferred Compensation: The City will contribute the PERS employer's contribution rate for the difference in the City's annual health insurance contribution as calculated on January 1 of each calendar year as set forth in the following calculation: (Employer's annual Health Insurance contribution amount – $10,152.00[a] x Employer's current PERS rate + $1,000.22[b] = Employer's current year annual contribution to 457 Deferred Compensation. The City will contribute 1/26 of this amount each pay period. If an employee leaves employment with the City, then the 457 contribution will be discontinued with the employee's final date of employment. Contributions will be made by the City on each employee's behalf to the City's designated 457 Deferred Compensation plan. This contribution applies to non-probationary Teamster members but excludes employees who are on any leave without pay status, except Worker's Compensation.

[a] The annual employer's health insurance contribution amount for 2018.
[b] The annual employer's 457 Deferred Compensation contribution for 2018.

8.3 HIGHER CLASSIFICATION: Whenever an employee performs work in a higher classification at the direction of a supervisor, such employee shall receive the higher rate of pay for all hours worked in the higher classification. The term "performs work in a higher classification" means the employee must perform at least one (1) job duty that is in the higher classification job description, but not in the employee's regular job description. The employee will be paid higher classification pay only for the time when they are performing job duties that are not in the employee's regular job description. Employees will be paid at the step in the higher-grade position corresponding to their current step in their present position. Employees who are being cross-trained are excluded. (See 11.9).

8.4 STANDBY PAY: Employees who are required by the appropriate authority to remain available at all times, while off regular duty, on standby for emergency callouts, shall be compensated for all standby time at a rate of $2.00 per hour. Standby required for snow removal in the months other than the November 1st through February 28th timeframe will be scheduled as needed based on the projected weather outlook or other emergency call-out requirement.

In order to help ensure safe operations on the Airfield, eight (8) hours of rest for the Airport Operations employee is generally required each day and will take place usually between the Airport Operations employee's shift and going onto standby, unless identified differently herein. From November 1st through February 28th, Airport Operations employees working the 1-2-4 shifts will not be on standby during the days they work the 1 and 2 shifts. During the days the employees work

the 4 shift, they will be placed on standby eight (8) hours prior to the beginning of their shift, and on 16 hours of standby during their days off. All other Airport Operations shifts will be on standby for eight (8) hours on the days they are scheduled to work and on standby for 16 hours on their days off, taking into consideration the eight (8) hour rest period.

When a regularly scheduled ARFF/AFM employee is assigned in advance (on a posted schedule) standby, which falls on his/her day off, it shall be for their entire time off on that day.

NOTE: Airport Operations employees need to reference Departmental Order 019C on page 33 for additional Airport Standby/Pager Policy Information.

Street/Traffic Division employees will be given 24 hours' notice prior to being placed in standby status. Once notice of standby status is given, Street/Traffic Division employees shall remain on standby status until the employee's next regularly scheduled shift (which includes any vacation, sick, or compensatory leave.), or unless otherwise mutually agreed upon by employee and employer.

Employees, who are on standby status, must be fit for duty, and not under the influence of drugs or alcohol and furnish the appropriate authority or otherwise designated persons a valid telephone number or other method at which the employee may be immediately contacted. Employees who are on standby will be available at all times by telephone, pager, or cell phone. After notification, employees must immediately respond to the page or phone call and report to work immediately. Standby pay shall be interrupted for all actual hours paid at the overtime rate. Call out/overtime pay begins upon notification to report provided the employee arrives within 45 minutes of receiving the call. Employees reporting beyond the 45-minute window will commence pay upon arriving at a city facility or worksite.

Employees who live within a five (5) mile radius from the City limits whose duties include utilizing City service vehicles in conjunction with their standby for emergency call outs shall be allowed to take the service vehicle home with them.

An employee who receives a telephone call for the purpose of troubleshooting problems but who does not report to a jobsite or city facility shall be compensated a minimum of 15 minutes pay or actual time for each issue. Employees are required to initiate calls to offsite employees using a city phone.

8.5 LONGEVITY PAY: In addition to the base salary, each employee shall receive longevity pay for the continuous satisfactory service with the City. Continuous service shall be terminated by resignation, dismissal or retirement; and interrupted

by a leave without pay in excess of one hundred eighty (180) days. Workers Compensation leaves of absence will not be considered to be an interruption in service for longevity purposes. Longevity pay shall be computed as follows:

Longevity Pay (amounts below are per pay period for each completed year of service).

After year 6 -	$2.68
After year 11 -	$2.91
After year 15 -	$3.01
After year 20 -	$3.11

Employees hired July 1, 2024 or later will not receive longevity pay.

8.6 SHIFT DIFFERENTIAL PAY: A shift differential will be paid for an employee's entire shift, to any employee required to work greater than 50% of a scheduled work shift, as listed below:

Afternoon Shift - (6:00 p.m. - midnight) - $0.80 per hour.

Graveyard Shift - (midnight to 6:00 a.m.) - $1.25 per hour.

In the event a shift is evenly split between the two (2) shifts, the employee will be paid shift differential for the actual hours worked in each shift.

8.7 OVERTIME: Employees required to work more than their normal work shift or 40 hours per week at the direction of a proper city authority shall be compensated at a rate of one and one-half (1 1/2) times the regular base hourly rate in 15-minute increments. ~~Except at MET Transit, where overtime shall be paid after 40 hours per week.~~ **At MET Transit, extraboard operators shall be paid overtime only after the employee has worked a full, regularly scheduled run or forty (40) hours per week.** For the purposes of computing overtime, sick leave will not be considered hours worked. ~~In addition, at MET Transit, any after-shift meetings shall be paid for at the overtime rate~~. Also, in the MET ~~Special Transit~~ **Demand Response** area, the City shall have the right to dispatch the closest driver to a call at the end of the day. However, all scheduled overtime shall be awarded per contract/per seniority. There will be no pyramiding of overtime.

The overtime language indicated above regarding sick time will apply to anticipated events and scheduled overtime. Unforeseen emergencies will be exempt.

EXAMPLE 1: Winter storms and cleanup can be reasonably anticipated. Anticipated means expected accumulations of snow or ice, such as, predicted weather forecast.

EXAMPLE 2: Seasonal maintenance events, such as cleaning of filters can be reasonably anticipated.

EXAMPLE 3: Construction events, large scale projects, and other special events can be reasonably anticipated.

EXAMPLE 4: Scheduled Saturday shifts can be reasonably anticipated.

EXAMPLE 5: Scheduled call-out can be reasonably anticipated.

EXAMPLE 6: Tornados, earthquakes, water main breaks, irrigation breaks, riots, emergency plant exceedances, flooding, chemical leaks, and equipment failures resulting in extra time at work would be unforeseen emergencies.

The employer shall determine the overtime work to be conducted and such work shall be awarded to the senior qualified employee wanting to perform the overtime work. Should no senior employee wish to perform the work in question it shall be assigned to the most junior qualified employee; **at MET Transit, the junior most employee shall not be forced to cover more than two overtime periods in a given week (Monday through Sunday) nor shall they be required to work more hours than allowed by federal regulations. In these instances, the forced overtime periods will be rotated to the next junior most employee.**

For the purposes of overtime, an employee shall provide one telephone number for the supervisor to call. The supervisor will contact employees in the order of the seniority list. In the event, the City is aware of a regularly scheduled shift that needs to be covered two (2) hours or more in advance, then the senior employee shall have ten (10) minutes to return the phone call, or they lose the opportunity for the overtime. Otherwise, when an employee is called for overtime and the employee does not immediately answer the phone at the number provided by the employee to the supervisor, the supervisor will call the next person on the seniority list. If the employee returns the call and speaks directly to the supervisor, then the overtime will be granted if the overtime shift is still available. If the shifts have already been filled, then the employee misses that overtime shift.

Employees who are on sick leave for a full, regularly scheduled workday will not be considered for overtime assignments for that day. Employees who are on vacation or otherwise off duty on a regularly scheduled workday shall notify their

supervisor in writing in advance stating they desire to be considered for overtime assignments during their leave.

All previous letters of understanding on the issue of assignment of overtime work shall be null and void when computing overtime.

In order to maintain consistent and efficient operations during snow removal, the Aviation and Transit Department, ARFF/AFM Division may deviate from the seniority language in Article 2, Section 2.1.H. to allow the scheduling of snow removal crews in a manner that maintains consistency with regard to assigned functions (ARFF or AFM work groups) and work shifts. Every effort will be made to limit short turn-a-round shifts and movement between morning and nighttime shift rotations. During all other overtime conditions, the ARFF/AFM Division will adhere Article 2. Section 2.1.H. when assigning overtime.

When an employee is working on a specific task, which is not completed by the end of his/her shift, and the City determines that the task should be completed on an overtime basis, the employee shall be assigned to do the overtime work. However, if at the time the task is begun, the City can reasonably anticipate that the task will extend beyond the end of the shift, and that overtime work will be required, the City shall, to the extent practical, offer the opportunity to perform the task to the qualified employee(s) with higher seniority. Should the employee(s) with the higher seniority refuse the work, the least senior employee will perform the work.

If an employee elects to work an overtime shift and then fails to cover that shift, then the employee will lose his/her right to bid the next available overtime shift, with the exception of voluntary shifts that have already been assigned to the employee.

8.8 COMPENSATORY TIME: Employees may accumulate up to 240 holiday/overtime hours of compensatory time to be taken by request after being granted time off by their supervisor. After 240 hours have been accumulated, the employee must accept pay for the holiday/overtime worked. If an employee provides a written request to Human Resources, their accumulated compensatory time may be cashed out.

In the Department of Aviation and Transit, employees may accumulate up to 240 holiday/overtime hours of compensatory time. However, employees in the Aviation Division may only be granted up to 120 hours of comp time off per contract year. However, if/when an employee has a qualified FMLA request or when their sick leave bank has been depleted, then the employee can use all their accumulated comp time bank. Any remaining time can be cashed out by the employee per the above paragraph.

If an employee is disciplined and suspended without pay, the employee shall be restricted from cashing out any comp time during the disciplinary pay period, and the pay period immediately after the initial disciplinary period.

9.9 CALL OUTS AND COURT TIME: An employee who has left the job site and is called back to work or called to appear before a judicial criminal review body, outside of the employee's regularly scheduled work hours, shall be compensated at a rate of one and one-half (1½) times the employee's regular rate of pay for a minimum of two (2) hours. In the event the call out extends into the employee's regularly scheduled work shift, the time and one-half (1½) rate of pay shall be paid for only the actual time spent before the regular shift started.

The call out provisions listed in this section shall apply to call outs for employees not on standby for issues that warrant urgent response (e.g., flooding, fire, explosions, critical water and wastewater plant failures, earthquakes, and tornadoes). Snowstorms and coming in early to cover shifts are not considered issues that warrant urgent response.

Call out/overtime pay for urgent response begins upon notification to report provided the employee arrives within 45 minutes of receiving the call. Employees reporting beyond the 45-minute window will commence pay upon arriving at a city facility or worksite.

8.10 NO PYRAMIDING: Nothing contained in this Agreement shall be interpreted as requiring a duplication or pyramiding of Holidays, Call-out and Court Time, Stand-By, Training Time or other form of overtime payments involving the same hours of labor.

8.11 COMPENSATION FOR TRAINING: The Employer will compensate the employee for training attendance when all of the following conditions are met:

- The attendance is within normal working hours, or the Employer adjusts the work schedule to accommodate the training.
- The attendance is required by the Employer.
- The training is directly related to the employee's current job assignment.

Travel time will be considered time worked when all of the following conditions are met:

- The employee travels during normal working hours, regardless of the day of the week.

- When required to stay overnight in another city.

An employee's shift shall be adjusted in order to prevent the employee from having to initiate travel immediately after the completion of his/her shift.

8.12 COMMERCIAL DRIVER'S LICENSE: The City will pay for time spent in taking the required test for "commercial driver's license." The City will pay for the cost of renewals and endorsements for those employees required to have such as part of their position requirements. (This applies to renewals and promotions only - not new hires.) Any employee required to obtain this license as a condition of employment shall have 90 days from the date of hire to obtain said license. The employee will be granted up to a 30-day extension in the event the license cannot be obtained within 90 days through no-fault of the employee. The employee shall report to their supervisor in the event that they no longer hold a Commercial Driver's License. If an employee loses their Commercial Driver's License for any reason they must inform their supervisor immediately.

If any employee requires a follow-up visit to the physician who conducts a required Department of Transportation (DOT) physical, then the City agrees to pay for one follow-up visit in order for the employee to obtain the required certification.

8.13 PHYSICAL/MENTAL EXAMS: Physical and/or mental examinations required by the City shall be promptly complied with by all employees. The City must have a valid reason to require such examination and provide the reason in writing if requested. The City shall pay for all such required exams and for all time spent at the place of the exam. The City reserves the right to select its own medical examiner or physician, and the employee may be re-examined at his/her own expense.

8.14 LEADWORKERS: Non-supervisory employees, who are assigned a limited responsibility for supervising the work performed by their co-workers, may be designated as a Leadworker. Leadworkers are employees who have one or more employees assigned to their area of expertise and who assist, direct, plan, schedule work, assign, evaluate and review the work of assigned employee(s). Leadworkers do not have authority beyond that stated above.

Leadworker assignments must be initiated and terminated with the Department Head's approval. A Leadworker position must be posted in the appropriate division/department to allow interested employees to apply. Assignments may be made for indeterminate periods of duration. **Leadworker pay is only paid for actual hours worked and it is not paid when the assigned Leadworker is on vacation, sick or otherwise off-shift**.

A. Leadworker Rates of Pay: Employees assigned as Leadworkers shall be paid at a base rate that exceeds their normal base rate by two pay grade increments (approximately 10%) for the duration of the assignment, providing:

1. the Leadworkers assignment is scheduled ~~to exceed~~ **as four (4) hours** ~~one (1) full~~ **of a** regular **work** shift **or more** in duration.

2. the Leadworker assigned is classified at the same or a lower pay grade than the co-workers that he or she is supervising. Leadworkers, who are classified at two (2) or more pay grade increments above the highest grade of employee that they will be a Leadworker for, shall not qualify for any additional pay; as relating to their Leadworker assignment.

8.15 **MILEAGE FOR USE OF PERSONAL VEHICLE: The City will pay mileage at the IRS rate to an employee required to drive between jobsites using their personal vehicle.**

ARTICLE 9 - LEAVES OF ABSENCE

9.1 VACATIONS:

A. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been employed for a period of six (6) months. Vacation leave credits shall be earned at a yearly rate in accordance with the following schedule:

Years of Employment	Working Days (8 Hours) Credit Per Year
1 Full Pay Period through 10 Years	15
11 Years through 15 Years	18
16 Years through 20 Years	21
21 Years and More	24

Permanent part-time employees are entitled to prorated annual vacation benefits once they have been employed by the City for a period of six (6) months.

B. Separation from service or transfer to another department - cash for unused vacation leave. An employee who terminates his employment with the Employer shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. However, if an employee transfers within the Employer's jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving department shall assume the liability for the accrued vacation credits transferred with the employee.

C. Accumulation of leave - "Annual Leave" may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

D. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds 15 days.

E. Unused earned vacation and/or compensatory time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.

F. In the event of death of an employee, a check for the unused earned vacation time shall be made out to the employee at his/her regular rate of pay and given to the beneficiary listed on the City's life insurance policy.

G. The dates when employee's vacations shall be granted shall be determined by agreement between each employee and their supervisor, with regard to division seniority. The Employer will not unreasonably cancel an employee's vacation. When canceling vacation, the Employer will notify the employee in writing at least two (2) weeks in advance of the scheduled vacation time with the reason for the cancellation, except in emergency situations affecting the health, welfare, and safety of the City. This shall apply to the annual vacation sign up calendar only. In all other cases, a vacation may be granted by a supervisor with at least one (1) day’s notice from the employee. That same vacation may be canceled by the supervisor with at least one (1) day’s notice to the employee, except in emergency situations affecting the health, welfare, and safety of the City. Nothing herein shall

prevent the Employer and employees from mutually agreeing to changed vacation dates. Employees shall be notified within two (2) weeks as to whether their request for vacation has been granted. Employees shall notify their supervisor in writing at least two (2) weeks in advance of their scheduled vacation if they intend to cancel that vacation. The reason for the cancellation must be included. It is understood by the employer that there may be emergency situations that would preclude this two (2) week notification.

H. Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid vacation, shall be earned by the employee and not charged as vacation.

I. Vacation charges shall be charged to the nearest quarter (1/4) hour.

J. Leave of absence without pay may be used to extend regular vacation, with prior approval of the employee's supervisor.

K. It shall be unlawful for the Employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of the law or of this Agreement.

L. Posting Open Vacations - Communication Center Only

1. Vacation weeks opened by attrition or other reasons shall be re-posted and taken as long as minimum staffing of 24 qualified employees are available. If any less than 24 qualified employees are available, vacations will be re-posted at the discretion of the Communication Center Manager.

2. All eligible junior employees shall have three-weeks of scheduled vacation before vacated weeks are offered to senior employees.

3. Vacation weeks that are re-opened for bid shall be posted and offered to the most senior employee. That senior employee has the right to pass on the week(s) offered. The senior employee will stay on the top of the rotation until he/she takes an additional week. At that time, the next opening will first be offered to the next senior employee, etc. Should all eligible employees get an extra week, any additional weeks will start at the top of the seniority list again.

9.2 SICK LEAVE:

A. Each employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Full-time employees earn paid sick leave from the first full pay period of employment at the rate of eight (8) hours per month, without restriction as to the number of hours that may accumulate. Employees may use earned sick leave after being employed 90 consecutive days. Part-time employees are entitled to pro-rated sick leave if they have a regularly scheduled work assignment and normally work at least 20 hours per week.

B. An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds 15, calendar days. Employees are not entitled to be paid for sick leave until they have been continuously employed for 90 calendar days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits earned.

C. An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time of such termination of employment. The payment therefore shall be the responsibility of the Employer. No employee shall forfeit any sick leave rights or benefits accrued prior to July 1, 1971. If an employee transfers to a state or county agency within the Employer's jurisdiction, a lump-sum payment shall not be due. In such a transfer, the receiving agency shall assume liability for the accrued sick leave credits and transferred with the employee.

D. An employee who received a lump-sum payment pursuant to this Agreement and who is again employed by the Employer, shall not be credited with any sick leave for which the employee has been previously compensated or lost under the sick leave compensation lump-sum payment outlined in 9.2.B. above.

E. Sick leave credits must be earned prior to their use.

F. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave.

G. Sick leave charges shall be charged to the nearest quarter (1/4) hour.

H. Medical appointments, during the employee's scheduled work shift, shall be charged to sick leave, in quarter (1/4) hour increments. Each absence shall be reported to the supervisor prior to sick leave use.

I. Employees covered by the Worker's Compensation Act are entitled to benefits administered by the Worker's Compensation Division when they suffer injury or illness as a result of their employment. Employees may elect to use sick leave credits or Worker's Compensation payments.

J. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

K. If an employee is sick for three (3) consecutive working days then his/her supervisor may request a return to work notification from a licensed physician upon that employee returning to work. In addition, if an employee is off three (3) working days, he/she must provide periodic updates as to the healing progress/expected return to work date. Any physician visits needed to obtain the necessary return to work information or update information would be paid for by the employee.

L. Proven abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this Agreement. The Employer must be able to substantiate any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment. A physician's certificate to substantiate a sick leave charge may be required by an employee's supervisor. In the event an employee is required to furnish a physician's certificate, such expense shall be paid by the Employer. The City reserves the right to select the physician and schedule such appointments. Failure to comply with these requirements may result in disciplinary action. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, the Employer may transfer the employee, with the employee's consent, to a position for which the employee is qualified, provided the change can be accomplished without displacing another employee. If no transfer is made, the employee will be terminated.

M. FAMILY EMERGENCY SICK: Family Emergency Sick will be charged against an employee's sick leave credits and shall not exceed a total of 40 hours per contract year. This time must be used for an accident, illness, exposure to a contagious disease that required quarantine, or a medical, dental, or vision examination or treatment of an immediate household family member, and/or parents and/or parents-in-law and must be reported to the supervisor prior to sick leave use. Employees are allowed to use sick leave

for family in either a block of time or intermittently, but no less than 15-minute increments; however, the total time per year may not exceed 40 hours.

N. In the event of the death of an employee, a check for 100 percent of the unused earned sick leave shall be made out to the employee at his/her regular rate of pay.

O. ATTENDANCE INCENTIVE PLAN: There is an attendance incentive plan, which provides up to 24 hours of additional compensatory time per contract year, depending upon the employee's attendance record. The incentive **to be awarded will be determined at the end of each contract year. The maximum of twenty-four (24) hours will be reduced, hour for hour, for each hour of sick leave the employee used during the contract year**. ~~will be calculated and awarded up to eight (8) hours of straight time every four (4) months. This will be calculated July through October, November through February, and March through June, reduced by the amount of sick leave which the employee has used during the 4-month calculation period~~. Funeral leave will not be considered as sick leave when determining attendance incentive awards.

9.3 MATERNITY/PATERNITY LEAVE:

A. Maternity/Paternity Leave: For the birth or adoption of a child, the provisions of the Family and Medical Leave Act and the Montana Maternity Act apply. Please refer to City policy.

9.4 HOLIDAYS:

A. Employees shall be granted the following holidays without loss of pay:

1. January 1 - New Year's Day.
2. Third Monday in January - Martin Luther King Day
3. Third Monday in February - Lincoln's and Washington's Birthday.
4. Last Monday in May - Memorial Day.
5. July 4 - Independence Day.
6. First Monday in September - Labor Day.

7. November 11 - Veteran's Day.

8. Fourth Thursday in November - Thanksgiving Day.

9. Day after Thanksgiving (In lieu of Columbus Day)

10. December 25 - Christmas Day.

11. Every day declared a legal holiday by the Governor of Montana, or the Mayor of Billings.

12. Every day in which a general election is held throughout the State of Montana.

13. ~~Personal Days: Employees are entitled to schedule two personal days off. These two days will be paid at the straight time rate of pay.~~ **Personal Time: Employees will be granted personal time based on the employee's standard work schedule. If an employee works five 8-hour shifts, then the employee will be granted 16 hours of personal time. If an employee works four 10-hour shifts, then the employee will be granted 20 hours of personal time. If an employee's standard shift is five 8-hour days, but works four 10-hour days in the summer, then the employee will be granted 16 hours of personal time.** ~~An employee may use this time as his/her personal time, and it~~ **Personal time** must be scheduled with ~~his/her~~ their supervisor the same as ~~any~~ vacation time. Personal time hours may be taken in increments of 15 minutes.

    The personal time must be taken by the employee between July 1 and June 30 or lost. If an employee is hired on or after March 1 – May 31, then they will only have access to eight (8) personal time hours through June 30. If an employee is hired in June, then they will not have access to any personal time. Eight (8) hours is the time allowed for an employee to be paid for each personal day; however, if the employee works a ten 10-hour shift, then ten (10) hours is the maximum time allowed for an employee to be paid for each personal day. The maximum number of hours paid by the City for each personal day will not exceed ten (10) hours.

B. Employees required to work on a holiday will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked or may accumulate compensatory time at the rate of one and one-half (1 1/2) times the number of hours worked at the employees' option. **Employees required to work on a holiday will be paid holiday pay for their scheduled shift and any additional hours worked during the 12:00**

am to 11:59 pm holiday observance. Holiday pay is in addition to overtime or compensatory time at the rate of one and one-half (1 ½) times the number of hours worked.

C. The dates when employee's accumulated compensatory time shall be granted shall be determined by agreement between each employee and their supervisor, to the best interest of Employer, as well as the best interests of each employee.

D. Employees will not be charged vacation or sick leave for holidays that fall while an employee is on authorized vacation or sick leave.

E. When a holiday falls on a full-time employee's scheduled day off, the employee shall receive the equivalent of his/her customary work shift at straight time. Employees working a five (5) day, eight (8) hour shift, and not required to work the holiday, shall receive 40 hours pay for 32 hours work and any work over 32 hours shall be considered overtime. Employees working shifts greater than eight (8) hours will be treated in a like manner.

F. Any full-time employee who is scheduled for a day off on a day which is observed as a city recognized holiday shall be entitled to receive a day off with pay. This would allow a day off with pay in addition to the employee's regularly scheduled day off. By mutual agreement of the supervisor and the employee, the holiday must be taken any day within the workweek in which the recognized holiday falls. In either case, once the holiday is set, it cannot be changed for any reason, including if the employee is sick on the designated holiday. Part-time employees receive pay for the holiday on a pro-rated basis.

9.5 MILITARY LEAVE: An employee who is a member of the National Guard of Montana or who is a member of the organized or unorganized reserve corps, or military forces of the United States and who has been an employee for a period of at least six (6) months must be given leave of absence with pay accruing at a rate of 120 hours in a calendar year for performing military service under military orders. Military leave may not be charged against the employee's annual vacation time. In addition, unused military leave must be carried over to the next calendar year but may not exceed a total of 240 hours in any calendar year.

9.6 FUNERAL LEAVE: In the event of a death in the immediate family (spouse, parents, stepparents, brother, stepbrother, sister, stepsister, children, stepchildren, household dependents, grandparents, grandchildren, and all the same relatives of the employee's spouse in like degree) an employee shall be entitled to a maximum

of 40 sick leave hours off, with pay, to attend the funeral. Funeral leave will be granted to common-law spouses as long as the common-law form is completed and on file in Human Resources.

9.7 JURY SERVICE AND SUBPOENA: The employee shall inform his/her supervisor immediately upon receipt of the notice of summons for jury duty or a witness subpoena so that proper scheduling may be maintained. Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowance payable as a result of the service and forward the fees to the Employer. Juror and witness fees shall be applied against the amount due the employee from the City. However, if an employee elects to charge his juror or witness time against his annual leave, he shall not be required to remit to the Employer. In no instance is an employee required to remit any expense or mileage allowance paid by the court. Employees shall not lose cumulative benefits because of juror or witness service.

9.8 LEAVES WITH OR WITHOUT PAY:

A. Employees may take leaves of absence with or without pay, subject to the prior approval of the Employer. Requests must be submitted in writing to the immediate supervisor within a reasonable time prior to the requested starting date. The request must also state the reason for the leave and the requested duration of the leave. The supervisor shall respond to the employee in writing giving the reasons for denial. With the exception of B. below, all vacation and compensatory time must be exhausted before a leave without pay may be requested.

B. Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed 180 days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury certified to by a licensed physician.

9.9 GENERAL LEAVE PROVISIONS: Absence from work without permission constitutes just cause for discipline up to and including discharge.

ARTICLE 10 - INSURANCE

10.1 WORKERS' COMPENSATION AND UNEMPLOYMENT: The Employer shall carry Workers' Compensation Insurance on all employees. (MCA 39-71-401) The

Employer shall make all necessary arrangements to insure that all employees covered by this Agreement will be covered by Unemployment Insurance.

10.2 HEALTH AND LIFE INSURANCE:

A. The following language will apply to health insurance:

1. Future contribution changes to the City's Health Insurance Plan shall be shared equally (50%/50%) between the employees and the City. Contribution changes can be either increases or decreases. Contribution adjustments can be either in dollars contributed or in modifications to the plan benefits. All modifications shall be with the approval of the Insurance Committee. It is the intent of the Committee to reach the consultant recommended reserve level over a period of time.

2. Billings Health Insurance Committee: The City of Billings shall establish a City of Billings Health Insurance Committee to maintain a group health insurance plan for employees of the City of Billings and their dependents. The committee shall consist of 15 members appointed as follows:

a. Three (3) members of each employee union appointed by each union.

b. Six (6) members appointed by the City Administrator. One (1) member shall be a retired city employee currently covered by the city health insurance plan.

The Committee will manage the City Health Insurance Plan and report directly to the City Administrator. The committee shall meet at least quarterly to:

1). Review the existing city group health insurance plan;

2). Review the claims experience, projections and plan problems;

3). Maintain the plan on a sound actuarial basis;

4). Be responsible for all changes in plan design, administrators or carriers;

5). Establish plan premium rates and cost sharing by both the City and the employees;

6). Advise the City Administrator on all other group insurance matters;

7). Decisions will be made by a simple majority vote where all members have one vote and can vote by absentee ballot.

c. The Committee will periodically reevaluate the Plan to make sure the City is receiving the best cost and services.

B. Coverage shall be extended to all insurable employees and their insurable dependents, following the period of exclusion provided by the terms of the master insurance policy. All employees and dependents' participation and coverage shall be solely governed by the terms and conditions of the master insurance contract as signed by the City and the insurance carrier. Coverage shall be extended to only those employees while in an active pay status. Employees on an approved absence without pay may elect to continue their group coverage by directly paying the City the total premium cost during their absence.

C. The Health Insurance coverage shall be extended to employees, on a leave of absence without pay, due to job-related injury or illness, for a maximum of six (6) consecutive months. The employee and dependents will become ineligible for active health insurance coverage after six (6) months and will then be offered the option to elect COBRA coverage.

ARTICLE 11 - GENERAL CONDITIONS

11.1 UNION BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin boards. There should be no more than one bulletin board per division, which shall be placed in an area generally frequented by employees, and not by the general public. The decision on size and placement of the bulletin boards shall be made by the Employer in consultation with officials of Teamsters Local #190.

Posting by the Union on such boards shall be confined to official business of the Union. In order to assure the Union and the Employer that only official business is posted on said bulletin boards, each announcement so posted shall have prior

approval by the Secretary-Treasurer of Teamsters Local #190, or his designated representative.

It shall be the responsibility of the Union to monitor the bulletin boards.

11.2 SAFETY: Employees shall be required, in the performance of their duties, to:

A. Exercise precaution;

B. Use normal safe working practices;

C. Observe and obey safety postings and rules;

D. Use and care for required protective equipment and gear, as furnished by the City;

E. Report all accidents to their supervisor as soon as reasonably possible.

F. Obey all Federal, State, and local laws, rules, and ordinances now in effect or hereafter promulgated.

The Employer will maintain all equipment in a safe working condition. However, it shall be the responsibility of the employee to immediately call to the supervisor's attention any unsafe condition. If an employee has safety concerns that are not addressed by the supervisor, then the employee needs to go to the Division Manager. The Division Manager will consult with qualified and/or certified experts and/or documentation, including but not limited to Fleet Services, OSHA manuals, and the Citywide Safety Committee. The Division Manager shall determine the corrections needed to remedy the situation. Less immediate safety concerns also should be reported to the Citywide Safety Committee. An employee will not be disciplined for reporting the safety concern to either the Division Manager, the Safety Committee or invoking his/her rights under city, state or federal laws.

The City of Billings will maintain a Citywide Safety Committee meeting the requirements of the Safety Culture Act administered by the Montana Safety and Health Bureau. Members will consist of Management and representatives from all Unions. It is agreed that the Teamster employees will be represented on the Citywide Safety Committee by three (3) Union selected members. The Citywide safety committee shall meet on a bimonthly basis and maintain a tracking system for items brought forward to the committee. The City agrees to respond to an employee's written safety complaint which is brought to the committee within 20 business days. The City will contemporaneously provide a copy of its response to the Union regarding the employee's safety concerns.

11.3 UNIFORMS: The City agrees to furnish 11 sets of uniforms to all uniformed employees, currently receiving nine (9) sets and safety equipment, to employees during the term of this agreement. The City's contribution for safety shoes for those employees who are required to wear safety shoes will be ~~$150.00~~ **$200 for FY25 and $200 for FY26 and $225 for FY27** ~~per year~~. Employees who are separating service from the City within 60 days are not authorized to purchase new safety shoes, without preapproval from their supervisor. If an unauthorized purchase is made during this time, the employee will reimburse the City for the cost. The City agrees to provide body armor to Airport Police, up to $150.00 per year for shoes for Airport Police officers, any new Airport officer will be provided a duty weapon (caliber and design determined by the Director of Aviation & Transit), and mechanics will be provided 11 sets of uniforms. Meter enforcement personnel will be provided a winter coat to be replaced on an as needed basis and will have shorts added to the approved clothing list. ~~Garage attendants will be provided three (3) t shirts and three (3) sweatshirts~~. Safety equipment (i.e., glasses and steel-toed boots (does not include standard hard-soled work shoes/boots) as required by the City will also be provided if not previously required as part of the job.

For employees regularly wearing prescription glasses and who are required to wear safety glasses as part of their jobs, the City will provide $75 every other year toward the purchase of ANSI Z-87 rated frames and prescription lenses.

City agrees to purchase overshoes for MET Transit employees and allow cargo shorts as a uniform selection.

City agrees to provide $80.00 per year for the Police Support Specialists to purchase approved uniform attire.

City agrees to a polo shirt for Parking Enforcement with "Parking" silkscreened on the back and the Parking Enforcement badge on the chest.

City agrees to provide $255.00 per year for uniforms for drivers in the MET Transit division. In addition, the City agrees to provide a rain suit (jacket and pant) if requested by the driver.

11.4 PARKING: The City will provide free rooftop parking for all employees covered by this Agreement.

11.5 INSPECTION BY BUSINESS REPRESENTATIVES: The City of Billings agrees that Business Agents of the Union shall be given access at the places of business of the City during normal hours of operation, for the purpose of grievance investigation

and handling and to ascertain whether or not the terms of this Agreement are being observed, providing the Business Agent notifies the supervisor prior to entering the place of business.

11.6 SHIFT TRADING: Upon approval of the supervisor any employee may exchange shifts or trade time with any qualified employee in their division. The practice of exchanging shifts or trading time will be a voluntary program (no penalty or cost shall be incurred against the City) by the employee in order to permit an employee to absent him/herself from work to attend purely personal pursuits. If an employee fails to cover an agreed to shift trade, he/she will lose their right to trade shifts for three (3) months, with the exception of payback time/shifts already owed at the time of this contract.

11.7 SOLID WASTE ROUTES/LANDFILL SHIFTS – JOB BIDS:

Solid Waste Routes – All currently permanent collection routes will be subject to route bidding by the senior, qualified employee. The route bidding will occur upon the job vacancy of the permanent driver of the permanent route. When a permanent route is open, the route bid will list the route days of the week and hours and will be posted on the employee bulletin board at the Billings Operations Center. The route bid winner will have one (1) full week of training, followed by one (1) full week of running the route before accepting or rejecting the bid. In the event the bid winner rejects the bid, he/she will return to his/her previous route and the next senior, qualified employee that bid on the route will be offered the route.

Subsequent to accepting a permanent route bid, the route holder will be required to run that route for six (6) months before bidding on another route. All permanent route holders will be responsible for completing their route, even on holiday weeks, and may need to work additional shifts due to the holiday constraints. The route driver may be required to train a fill-in driver to ensure coverage when the permanent driver is off.

In the event a route bid is not filled, it will be assigned by management based on staffing levels for that day. The route will remain posted for bid selection until filled.

Landfill Shifts – All landfill shifts will be subject to bidding by seniority. When a job vacancy occurs, the shift that the employee vacated will be bid by seniority. When a shift is open, the bid will list the days of the week and hours and will be posted on the employee bulletin board at the Landfill. This is only for shift bidding and does not include job or equipment bidding. The jobs that employees perform and the equipment that employees operate will continue to be assigned by management to ensure the adequacy of operations.

11.8 VACANCY ANNOUNCEMENTS: When the Employer determines that a permanent position is vacant, the position will be posted on the bulletin boards City-wide on the nearest business day before or after public notification. The announcement will contain the vacant position title, location, assigned hours and days of work, salary and the dates for applying. All employees interested in applying for the vacant position must apply in writing within the application dates through the Human Resources Office. On such vacancy announcements, the City shall also denote positions filled.

A. The City and the Union agree that all Teamster designated position vacancies shall be filled by the City on the basis of experience, skill, training, job performance, disciplinary record, attendance record, and work-related references. Should these factors be relatively equal, the senior qualified employee shall be awarded the position. For purposes of this section, the most senior qualified employee is defined as the person with the most citywide seniority. In cases where it is contended that a promotion was arbitrarily made, the decision of the City shall be subject to review by the grievance process. If arbitration is held concerning the assertion that the City's decision was arbitrary, then the arbitrator shall decide and may consider the City's basis for making the hiring decision including the experience, skill, training, job performance disciplinary record, attendance record and work-related references, of the prevailing applicant.

B. The City agrees that an interview shall be given up to the four (4) most senior teamsters' applicants who possess the minimum qualifications for the position.

C. Employees shall not have the right to apply for posted job vacancies outside their present Division within one (1) year from the date of hire, transfer, or promotion. The City shall, however, have the right to waive this requirement by mutual agreement, if in the best interests of the City and it would result in maintaining the efficiency and productivity of the City's operations.

D. The days of work for the advertised position shall remain as posted in the vacancy announcement for the first 30 calendar days from the date the position is filled.

E. If an employee who successfully applies for a job returns to his old job within 30 working days, the next qualified applicant (subject to paragraph C of the Article) will be awarded the job.

Within the first 30 working days on a new job, the employee may voluntarily return to his previous job. The employer may return an employee to his previous job at any time within 30 working days. This time period may be extended with mutual agreement. Provided nothing herein shall prevent a voluntary trial period on a new position prior to actual transfer at the employee's option. If the employee returns to his or her previous position for either of the above reasons, the provisions of paragraph C will apply to that individual.

11.9 CROSS-TRAINING: The City agrees to implement a means by which an employee may voluntarily cross-train in his/her department for a job task that carries a higher grade and rate of pay. In order for an employee to be eligible to participate in a cross-training program, he or she must possess the necessary aptitude and attitude as determined by the City. An employee in a cross-training program shall be paid at his/her regular rate of pay until such time as the employee is spending over 24 cumulative work hours in one (1) work week in the higher pay grade position. Exception - The Communication Center can cross-train on an unlimited basis, without having to pay the higher pay rate, in order to train employees. The City agrees not to use cross-training individuals to fill full-time openings that should be put up for bid.

11.10 NEW HIRE NOTIFICATION TO UNION: The City agrees to notify the Union in a timely manner of all new hires within the bargaining unit excluding temporary employees. However, the City agrees to notify the Union if the temporary employee becomes a full-time regular or part-time employee. The City shall also notify the Union of all terminations.

11.11 NON-DISCRIMINATION LANGUAGE: The Union and the City agree that no employee will be discriminated against on the basis of race, color, religion, sex, age, disability, or Union activity.

11.12 JOINT LABOR MANAGEMENT COMMITTEE: When appropriate, a Joint Labor/Management Committee shall be created in any department/or division, upon mutual agreement. This committee will be made up of no more than three (3) union employees and three (3) management employees. A business representative and a representative from Human Resources may also participate. This committee shall meet, as needed, during the life of this contract to discuss work issues. Recommendations will be made by consensus. If parties are unable to reach consensus, then the issue shall exit the Committee and each party will

have the same rights and or obligations related to the issue that each had prior to the issue being submitted to the Committee.

11.13 CREATE, COMBINE, **MODIFY**, OR RECLASSIFY JOBS: The Union recognizes the City's management right to create, combine, **modify**, or reclassify jobs during the duration of this contract. Whenever jobs are created, combined, **modified**, or reclassified, the City shall notify the local Union ~~before~~ **as** ~~the~~ changes occur. The City shall be allowed to establish a temporary rate of pay for such job changes and will negotiate with the Union a regular rate of pay after the job duties for the position have been standardized.

11.14 MET Transit:

A. All **daily runs** ~~blocks of work~~ will have no more than two (2) start times.

B. ~~City will change from 4 - 80 hour blocks of work to 9 - 80 hour blocks of work. City will change from 9 - 78 to 79 hour blocks of work to 11 - 78 to 79 hour blocks of work~~. **Transit Operators who are scheduled less than 40 hours of driving per week will be provided with the opportunity to perform other duties in order to work and be paid for 40 hours in a week; these other duties will be assigned at management's discretion. Transit operators may decline the opportunity to work the extra time if they choose to work less than 40 hours per week**.

C. Fulltime 40 hour Paratransit ~~Blocks~~ **rosters** will have scheduled start times with variable end times that may fluctuate on a daily basis depending on demand from the ridership**: however, such fluctuating end times may not be used to avoid paying overtime. Employees who are called in from service early due to fluctuating demand will be given the opportunity to fulfill alternate duties to complete their scheduled run. Management retains the right to schedule and extend runs in a way that is most advantageous to efficient operations, including dispatching the closest vehicle when making daily adjustments**.

D. **MET Transit Operators will be excluded from Article 7.4 LUNCH PERIODS and 7.6 BREAKS as outlined in the Collective Bargaining Agreement. Due to the nature of transit service, transit operator shifts have regular intervals of layover while on fixed-route service and periods of standby while on paratransit service, allowing operators to regularly have multiple short breaks throughout the day. MET Transit will accommodate requests and notifications to dispatch when operators need to utilize restroom facilities.**

E. **Any future changes in schedule will provide for adequate layover time on routes to allow operators increments of time to exit the vehicle. Should a schedule be identified that does not adequately provide for non-driving layover time, routing structure and schedules will be evaluated for implementation of remedial actions that permit the City of Billings to meet the demands of transit service while allowing MET Transit Operators to have sufficient layover time throughout their work shift. MET Transit reserves the right to cut and modify runs, rosters, and schedules in a manner most advantageous to the efficient operation of City services. For fulltime employees, and when possible. MET Transit will endeavor to create rosters that minimize split shifts, minimize shifts with quick turn arounds (less than 10+ hours between shifts), and create schedules that allow for two days of rest in any given week**.

ARTICLE 12 - TERMS OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on the 1st day of July ~~2021~~, **2024**, and shall continue in full force and effect through the 30th day of June ~~2024~~ **2027**.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Union, for the life of this Agreement, each voluntarily and unqualified waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. As well, this Agreement supersedes all prior written agreements or MOU's of any kind unless they are reduced to writing and incorporated into this agreement.

The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining, with respect to a particular subject or matter covered or not covered in this Agreement.

ARTICLE 13 - MINIMUMS CLAUSE

The terms hereof are intended to cover only minimum wages, hours, working conditions and other employee benefits. Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so under existing law or by the express terms of this Agreement.

ARTICLE 14 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or agency of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, Section, or portion thereof. Any City ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

ARTICLE 15 – NO STRIKE – NO LOCKOUT

The Employer and Union agrees to the essential nature of services provided by its members to the public. In recognition of this fact, the Union agrees that there shall be no work interruptions, sympathy strikes, slowdowns, or strikes at any time during the Agreement. In the event of unauthorized interruptions, the Union agrees it will join the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lockout of employees during the life of this agreement.

IN WITNESS WHEREOF, said parties of this Agreement hereunto set their hands and seals this ~~13th day of September~~ ~~2021~~ 22nd day of July 2024.

FOR THE CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise Bohlman, City Clerk

FOR THE TEAMSTERS LOCAL 190

By: _____
Jim Soumas, Secretary-Treasurer

ATTACHMENTS:

1. Departmental Order, Order Number 019C, Subject: Airport Standby/Pager Policy
2. Departmental Order, Order Number 20, Subject: ARFF/AFM Division Holiday Pay Policy
3. Letter of Understanding, Winter Overtime policy for the Department of Aviation & Transit ARFF/AFM employees.
4. Memorandum of Understanding on the City/County 911 Center breaks
5. Memorandum of Understanding regarding City Ordinance Safety Issues
6. Memorandum of Understanding Solid Waste Overtime and Seniority List
7. Memorandum of Understanding Public Works Uniforms and Cold Weather Apparel American National Standards Institute (ANSI) Certified Class 2 Cold Weather Apparel
8. **Memorandum of Understanding ARFF/AFM Uniform Policy**

~~9. Teamster Range Placement Table (use updated titles)~~

Appendix A – Teamster Pay Table

Appendix **B** - Random Drug/Alcohol and Reasonable Suspicion Policy

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT
BILLINGS LOGAN INTERNATIONAL AIRPORT
1901 Terminal Circle, Room 216 • Billings, Montana 59105-1996
(406)657-8495 • (406)657-8438 FAX
www.flybillings.com

October 11, 2018

DEPARTMENTAL ORDER
ORDER NUMBER 019C

MEMORANDUM

TO:	All ARFF/AFM Employees
FROM:	Shane Ketterling, A.A.E., Assistant Director of Aviation and Transit
SUBJECT:	**AIRPORT STANDBY/PAGER POLICY**
CANCELLATION NO:	019B
EFFECTIVE DATE:	October 11, 2018
APPROVED BY:	Kevin Ploehn, Director of Aviation and Transit

The following policy was developed to direct ARFF/Airfield Maintenance employees in regard to Division standby and pager requirements.

Standby requirements will be as follows:

1. Employees who are assigned to be on standby will be issued an electronic paging device and are required to remain available at all times, while off regular duty, and for call outs.

   Standby and call outs are used to manage ALL of the following:

   - ARFF and Medical Emergencies
   - Wildland and Structure Fires
   - FAR Part 139 Violations – Airfield
   - FAR Part 107 Violations – Security
   - Any event that jeopardizes life, safety, or public property
   - Unexpected adverse weather events that impact Airport Operations
   - Any other condition deemed important by Airport Management

   As established in the Teamster Agreement with the City under Section 2.1,f., if an emergency event arises that involves any of the items listed above, and time is of the essence, personnel will be paged and called into work. While every effort will be made to honor the call in of employees by seniority, the event may require calling in employees that are readily available on a first come first serve basis. (Note: This may allow junior employees to receive compensation over senior employees). If NO ARFF/AFM employees are on standby or additional staff assistance is required, and time is not of the essence, employees will be contacted by seniority via phone. A supervisor or a designee will continue to contact employees by seniority via phone to cover ARFF shifts as needed. Employees with less seniority may be required to report to work when additional assistance is needed, when/if senior employees declined the opportunity to work. During all other times of the year, except when the employee group is on standby for snow removal as set forth in Paragraph 5 below, ARFF/AFM employees, by seniority, may voluntarily sign up for available standby and call out responsibilities as needed by the Airport. Those employees on standby will be called in as needed regardless of seniority. If additional employees are needed for that event or incident, they will be called in by seniority.

2. Upon activation of the pager tone, employees must acknowledge the page by calling Airfield Operations on the telephone at 657-8496 within fifteen (15) minutes to receive instructions.

3. After receiving instructions from a supervisor, or his/her designee, to report to work, the employee shall respond to the Airfield Operations Building within 45 minutes.

   Standby pay shall be interrupted for all actual hours paid at the overtime rate. The overtime rate begins at the time the employee is notified and instructed to respond to work.

4. It is the responsibility of each employee using a pager to ensure that it is functioning properly at all times, and any problems associated with the paging system are immediately reported to the supervisor. If the pager malfunctions repeatedly and the employee has not attempted to remedy the problem, the employee may be subject to corrective action.

5. Snow Removal Standby:

   A standby schedule listing employee names and associated hours of standby duty will be posted during the Winter months. All ARFF/AFM employees are on standby for snow removal operations from November 1 through February 28, as per Section 7.4 of the CBA, unless permission has been granted by a supervisor to not be on standby for a particular reason or event. Due to the unpredictability of weather during the months of October, March, and April, employees will be put on a rotating standby schedule; whereas, those assigned to the 7:30 a.m. – 4:30 p.m. shift will be on standby every other week, and employees working the 124 shift will be on standby for the two days following their 4 or graveyard shift. In addition to the rotating schedule, personnel may be placed on standby with a 24-hour notice in order to meet the requirements of the Federally approved Airport Snow and Ice Control Plan. Once an employee is put on standby, they will remain on standby for 48 hours or until their next scheduled shift begins.

   Employees who are receiving on-the-job snow removal training will be on standby and automatically called into work for every snow event with priority over more senior employees at no penalty to the Airport. This training will continue until Airport Management determines that the new employee is confident they understand all of their responsibilities and can successfully perform snow removal operations as per their job requirements.

   As per the City of Billings Logan International Airport's Snow and Ice Control Plan, Airport Management can delegate snow and ice control oversight to a Lead ARFF/AFM Worker as needed. Additionally, the Airport Operations Center is staffed at all times by at least one (1) ARFF/AFM Worker. This person is responsible for constantly monitoring weather conditions and initiating call out procedures for snow removal crews. When it is determined that standby personnel are needed to respond, the ARFF/AFM Worker on shift shall be responsible for the following:

   - Notification to the on-call supervisor prior to activating pagers
   - Activating paging system
   - Receiving call backs from standby personnel on 657-8496
   - Acknowledge response times of personnel called out

   The Lead ARFF/AFM Worker is responsible to notify personnel and call in by seniority, except for employees receiving on-the-job training. In the event that personnel are missed or called into work incorrectly, the City is not responsible for compensating employees for these mistakes, and the employee responsible to notify personnel may be disciplined accordingly.

The supervisor will be responsible for developing and providing a call out schedule prior to the snow event with a list of employees to be called into work by seniority. Then, the Lead ARFF/AFM Worker is responsible for calling in employees as per the supervisor's call out schedule. If the Lead Worker makes a mistake and does not call in employees as per the supervisor's call out schedule, he/she may be subject to corrective action, and the Airport will not be responsible for compensating employees who claim lost wages due to Lead Worker error.

6. Trading of standby shifts is allowed and requests for leave while on standby status must be approved by a supervisor.

SK:mdb

cc: Departmental Orders
Chrono
Office Binder
K. Ploehn
S. Ketterling
All Airport Division Supervisors
Human Resources Department

ARFF/AFM DIVISION HOLIDAY PAY POLICY

January 4, 1995

DEPARTMENTAL ORDER
ORDER NUMBER 20

MEMORANDUM

TO:	All ARFF/AFM Employees
FROM:	Thomas H. Binford, A.A.E., Assistant Director of Aviation
SUBJECT:	**ARFF/AFM DIVISION HOLIDAY PAY POLICY**
CANCELLATION NO:	None
EFFECTIVE DATE:	November 2, 1994
APPROVED BY:	J. Bruce Putnam, A.A.E., Director of Aviation and Transit

I. The following policy was developed to clarify how overtime is paid for holidays.

II. ARFF/AFM Division Employee's customary work shift is recognized as eight (8) hours.

III. As per Section 8.4,F of the Teamster Contract, employees working a five (5) day, eight (8) hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty-two (32) hours work and any work over 32 hours shall be considered overtime. Employees working shifts greater than eight (8) hours will be treated in a like manner.

IV. An employee working forty (40) hours in a week and a holiday falls on one of the employee's scheduled days off, that employee shall receive a maximum of eight (8) hours overtime for the holiday.

This policy has been reviewed and approved by the City Human Resources Director. Should you have questions concerning this Departmental Order, please see the Airfield Maintenance Supervisor.

cc: Departmental Orders
Chrono
Office Binder
T. Binford
B. Putnam
K. Annin
C. DeVeau

LETTER OF UNDERSTANDING **Replace with Signed Letter**

Effective: November 13, 2001

The City of Billings Aviation and Transit Department and the Teamster's Local Union #190 have agreed to the following:

- In order to maintain consistent and efficient operations during snow removal, the Aviation and Transit Department, ARFF/AFM Division may deviate from the seniority language in Article 2, Section 2.1 (H) of the present Agreement, effective July 1, 2001- June 30, 2004.

- The intent of this Letter of Understanding is to allow the scheduling of snow removal crews in a manner that maintains consistency with regard to assigned functions (ARFF or AFM work groups) and work shifts. Every effort will be made to limit short turn-a-round shifts and movement between morning and nighttime shift rotations.

- During all other overtime conditions, the ARFF/AFM Division will adhere to the present labor Agreement when assigning overtime.

- The Union and/or the City of Billings Aviation and Transit Department retains the right to cancel this Letter of Understanding at any time that (1) the provisions of this Letter no longer provide operational benefit, or (2) the union feels that the City is not complying with the intent of the Agreement.

In witness whereof, said parties of this Letter of Understanding have hereunto set their hands and seals this the _____ day of _____, 2001.

_____	_____
Dennis M. Taylor, City Administrator CITY OF BILLINGS	Joe Dwyer, Secretary-Treasurer TEAMSTERS, LOCAL 190
_____	_____
DATE	DATE

CITY OF BILLINGS

OFFICE OF CITY ADMINISTRATOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8433
FAX (406) 657-8390

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to clarify Article 6.6, Breaks, as related to the City-County 9-1-1 Center. Both parties recognize that the work load of the 9-1-1 Center is very unpredictable and is driven by the public safety needs of the community. Therefore, as applied to the Center, the parties agree that the long-standing practice of allowing employees to take their breaks only when there is minimal impact to the operational requirements of 9-1-1 and the public safety dispatch services shall continue. Center employees shall be allowed a total of 30 minutes per 8 hour work shift, or 45 minutes for shifts over 11 hours, which may be taken in whatever increments the employee chooses so long as the 9-1-1 Center operation and efficiency is not affected.

In witness whereof, said parties of this Memorandum of Understanding have hereunto set their hands and seals this the 31st day of May, 2007.

Christina F. Volek
CITY OF BILLINGS

5/31/07
DATE

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

5/31/2007
DATE

Billings Pride: City-wide

CITY OF BILLINGS
OFFICE OF CITY ADMINISTRATOR
P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8433
FAX (406) 657-8390

Memorandum of Understanding

City Ordinance Safety Issues

No later than 45 days from the ratification of the Collective Bargaining Agreement, the City agrees that employees will not be required to pick up yard rubbish in violation of City Ordinance, except in cases of emergency. The Union acknowledges that situations may arise in city parks or city streets that may require the removal of rubbish that is in violation of the City Ordinance and the City recognizes their obligation to authorize the necessary manpower and equipment to safely remove the rubbish in question.

Further, by October 1, 2007 a process will be developed with input from the union to develop a process to report safety issues to a City designated Safety Officer.

In witness whereof, said parties of the Memorandum of Understanding have hereunto set their hands and seals this the 28 day of June, 2007.

Christina F. Volek
CITY OF BILLINGS

6/28/07
DATE

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

6/28/07
DATE

Billings Pride: City-wide

Memorandum of Understanding (MOU)

Public Works Department – Solid Waste Division, Overtime and Seniority Lists

1. This MOU was developed to clarify how overtime is paid for the Solid Waste Division and the creation of two overtime lists for the division.

2. The intent of this MOU is to allow the scheduling of solid waste pickup crews and landfill crews in a manner that maintains consistency with regard to assigned routes and work assignments.

3. As per Section 8.4 F of the Teamster Contract, employees working a four day, ten hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty hours work. Any work over 40 hours of holiday pay and combination of work hours, sick leave, vacation and/or personal days shall be considered overtime. Employees working shifts other than ten hours will be treated in a like manner.

4. An employee regularly scheduled to work forty (40) hours in a week and a holiday falls on one of the employee's scheduled days off, that employee shall receive a maximum of ten hours overtime for the holiday if their normal shift is a 10 hour shift. Employees working shifts other than ten hours will be treated in a like manner.

5. Employees that normally operate an eight hour collection route will continue to run that eight hour collection route, even if it results in overtime. In addition, employees that normally operate a ten hour collection route will continue to run that ten hour collection route, even if it results in overtime.

6. Two separate seniority lists will be maintained for the solid waste division. One for those employees assigned to the landfill and a second separate seniority list for those employees assigned to collection.

7. Overtime at the landfill will be offered starting at the top of seniority list for those employees assigned to the landfill until all positions are filled. If all positions are not filled, other solid waste division employees assigned to collection will be offered the overtime beginning at the top of the seniority list and working down the list. In the event that overtime assignments are not filled as described above employees will be assigned to those work assignments starting at the bottom of the seniority list and working up.

8. Overtime for collections and any other overtime assignments required will be offered starting at the top of seniority list for non-landfill employees until all positions are filled by job (front load route, rear load route, side load, etc.). If all positions are not filled, other solid waste division employees assigned to the

landfill will be offered the overtime assignment beginning at the top of the seniority list and working down the list. In the event that overtime assignments are not filled as described above, employees will be assigned to those work assignments starting at the bottom of the seniority list and working up.

9. In the event that there is a second consecutive day of overtime opportunities, the overtime assignments will be offered beginning at the point on the seniority list where the overtime positions from the previous day of overtime were filled rather than starting at the top of the respective seniority lists.

10. In all cases the employee offered overtime for that job must be qualified to perform that job.

11. In order to maintain consistent and efficient operations as stated above, the Solid Waste Division may deviate from the seniority language in Article 2, Section 2.1 (H), Section 7.7 and all other references to seniority and overtime of the current Collective Bargaining Agreement to meet the stipulations set forth in this MOU.

12. All other overtime except as stated above will follow Article 2, Section 2.1 (H), Section 7.7 and all other references to seniority and overtime of the current Collective Bargaining Agreement.

13. This MOU expires December 31, 2019.

Bruce McCandless City Administrator	Jim Larson Secretary-Treasurer
City of Billings	**Teamsters, Local 190**
Date:_____	Date: _____

Memorandum of Understanding (MOU)

Public Works Uniforms and Cold Weather Apparel

American National Standards Institute (ANSI) Certified Class 2 Cold Weather Apparel

Public Works provides eleven (11) sets of uniforms to all uniformed employees that do not qualify for cold weather gear and (10) sets of uniforms to all uniformed employees that do qualify for cold weather gear. Uniform shirts can be exchanged on a 1 to 1 basis with ANSI Certified Class 2 t-shirts emblazoned with the Public Works logo. T-shirts can be replaced as needed for normal wear, with no more than one replacement of each t-shirt annually. For uniformed employees whose regular job classification requires them to work outdoors, including exposure to cold and inclement weather, Public Works will furnish each such employee up to $140 every two years of City approved cold weather gear from the City's vendor. An onsite selection of the most popular approved cold weather items will be provided for sizing purposes. Any sizing or shopping that is not onsite must be on the employee's personal time and not during work hours. Any cost over $140 is the responsibility of the employee. All garments must be emblazoned with the Public Works logo and the cost of the logo is included in the $140 allowance.

_____	_____
Chris A. Kukulski City Administrator	Jim Soumas Secretary-Treasurer
City of Billings	Teamsters, Local 190
Date: _____	Date: _____

MOU -July 16, 2024 ARFF/AFM UNIFORM POLICY
DEPARTMENTAL ORDER
ORDER NUMBER 018C
JULY 1, 2024

The following policy will define the minimum level of uniform that all ARFF/AFM Employees will be required to wear when they arrive to work, at all times while on shift, or on overtime.

The complete ARFF/AFM issued uniform will consist of the following:
**** The only uniform colors allowed are Navy Blue or Black****

- **Uniform shirt with logo, collared Polo shirt, T-shirt (short or long sleeved) or button up shirt.**
- **Pull over hoodie or zippered wind breaker type shirt (Optional)**
- **Uniform Pants**
- **Safety Toe Boots or Shoes**
- **Belt (Optional)**
- **Airport Pictured Identification / Access Control Card and Keys**
- **Ink Pen**
- **ARFF Badge**
- **Uniform Cap (Optional)**

Cold Weather Gear consists of the following:

(1) **Insulated or otherwise heavy-duty coat**
(2) **Insulated coveralls or bibs**
(3) **Stocking cap/beanie/gloves**

All shirts, sweatshirts, pull overs, windbreakers, cold weather gear and caps that are worn by ARFF/AFM Workers, AFM Mechanics, and the AFM Electrician must have the approved logos and patches designating Airport Rescue Fire or Airport (BIL) logo Operations personnel.

All personnel must have a clean and presentable Dress/Collared Polo or Buttoned up shirt available in their assigned locker in the event that the activities for the day dictate a more professional appearance (i.e., V.I.P. visit or a tour).

All pins, hat pins, lapel pins, decals, stickers, clutch pins or pins of any type shall not be considered part of the approved uniform.

Standard uniform caps/hats will be purchased and provided by the Airport. If an employee desires a "special or different" style cap/hat or other garment, these must be approved by a supervisor and will paid for by the employee from their annual uniform allowance.

Safety shoes/boots must be black in color and have a safety toe. Employees are provided an annual allowance each budget year (July 1 – June 30) to purchase approved footwear as outlined in the current Collective Bargaining Agreement (CBA). The annual footwear allowance must be used during the current budget year and cannot be rolled over into the next fiscal year. Any costs over and above the footwear allowance amount will be the responsibility of the employee. Safety shoes/boots are not allowed to be purchased or reimbursed within the last 60 days of employment as per the CBA.

New Employees are authorized to purchase $400.00 worth of uniforms and apparel during the first year of employment. Employees can spend $250.00 during the first 6 months. Once it has been determined that he/she will continue employment with the Airport the remaining $150.00 purchase will be approved.

Existing employees are authorized to purchase $300.00 worth of uniforms and apparel each budget year (July 1 – June 30). These funds must be spent within the current budget year and cannot be rolled over into the next fiscal year. If a uniform purchase exceeds what the employee has available in their uniform allowance, the employee shall be responsible for paying for or reimbursing the Airport for the additional costs.

All ARFF/AFM Employees are authorized to purchase $140.00 worth of outerwear or cold weather clothing every 2 years. Logos or stitching on the chest of the garment are recommended to improve identification, subject to supervisor approval and will be paid for by the employee. High visibility clothing during inclement weather is also recommended to promote safety.

When employees are required to attend meetings, classes, or training, and overtime is authorized, the employee will be in uniform as specified above. Street clothes may be authorized for certain meetings based upon supervisor approval. When street clothes are authorized, the employee must also carry an Airport ID / Access Control Card and Keys.

Employees will maintain a professional appearance at all times and will be required to immediately replace any article of clothing that appears to be dirty, unsafe, faded or worn in such a manner as to detract from the professional appearance of the individual. In the event a supervisor directs

an employee to replace any part of their uniform, the expense is the responsibility of the individual regardless of whether or not he/she still has funds remaining in their uniform allowance.
Supervisor approval of all uniform purchases and cold weather gear is required prior to any purchase or reimbursement and employees will be responsible for the costs of any unapproved items. A review of the uniform policy, implementation and management of said policy will occur annually.

If there are questions regarding this Departmental Order, please refer to your immediate Supervisor.

Cc: Departmental Orders
Chrono
Office Binder
J. Roach
S. Ketterling
Airport Operations Supervisors
Human Resource Department

Appendix A

Teamster Pay Table - FY 25 (Effective 7-1-24)								
Grade	**Title**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
130	Facilities Maint. Support I	15.9959	16.7887	17.6418	18.5414	19.4037	20.3912	21.4344
130	Library Svcs Spec II	15.9959	16.7887	17.6418	18.5414	19.4037	20.3912	21.4344
130	Parking Enforcement Officer	15.9959	16.7887	17.6418	18.5414	19.4037	20.3912	21.4344
135	Library Svcs Spec III	16.8119	17.6451	18.5417	19.4872	20.3934	21.4313	22.5278
138	Civil Infractions Filing Clerk	17.3213	18.1798	19.1035	20.0777	21.0114	22.0807	23.2104
140	Lead Fac Maint. Support I	17.6695	18.5452	19.4875	20.4812	21.4337	22.5245	23.6770
143	Account Clerk II	18.2049	19.1071	20.0780	21.1018	22.0832	23.2070	24.3944
143	Account Clerk II/Courier	18.2049	19.1071	20.0780	21.1018	22.0832	23.2070	24.3944
143	Administrative Support I	18.2049	19.1071	20.0780	21.1018	22.0832	23.2070	24.3944
143	Courtroom Collections Clerk	18.2049	19.1071	20.0780	21.1018	22.0832	23.2070	24.3944
143	Fiscal Services Clerk	18.2049	19.1071	20.0780	21.1018	22.0832	23.2070	24.3944
143	Library Svcs Spec IV	18.2049	19.1071	20.0780	21.1018	22.0832	23.2070	24.3944
143	Municipal Court Bailiff/Clerk	18.2049	19.1071	20.0780	21.1018	22.0832	23.2070	24.3944
143	Parking Meter Collection/Maint. Worker	18.2049	19.1071	20.0780	21.1018	22.0832	23.2070	24.3944
147	Emergency Svcs Opr (Training)	18.9440	19.8830	20.8932	21.9587	22.9798	24.1493	25.3849
147	Inventory Control Specialist	18.9440	19.8830	20.8932	21.9587	22.9798	24.1493	25.3849
147	Police Support Specialist	18.9440	19.8830	20.8932	21.9587	22.9798	24.1493	25.3849
148	Transit Service Dispatcher	19.1335	20.0818	21.1022	22.1783	23.2096	24.3908	25.6387
148	Transit Service Worker	19.1335	20.0818	21.1022	22.1783	23.2096	24.3908	25.6387
151	Vehicle Service Technician	19.7132	20.6903	21.7416	22.8503	23.9129	25.1299	26.4156
154	Facilities Maint. Support II	20.3106	21.3172	22.4004	23.5427	24.6375	25.8914	27.2160
154	Identification Technician	20.3106	21.3172	22.4004	23.5427	24.6375	25.8914	27.2160
154	Landfill Attendant	20.3106	21.3172	22.4004	23.5427	24.6375	25.8914	27.2160
154	Maintenance Worker	20.3106	21.3172	22.4004	23.5427	24.6375	25.8914	27.2160
154	Property/Evidence Tech I	20.3106	21.3172	22.4004	23.5427	24.6375	25.8914	27.2160
154	Senior Account Clerk	20.3106	21.3172	22.4004	23.5427	24.6375	25.8914	27.2160
156	Animal Control Officer	20.7188	21.7457	22.8506	24.0159	25.1327	26.4118	27.7631
157	Emergency Svcs Disp I	20.9260	21.9632	23.0791	24.2560	25.3840	26.6759	28.0407
157	Lab Technician	20.9260	21.9632	23.0791	24.2560	25.3840	26.6759	28.0407
158	Sr. Courtroom Collections Clerk	21.1353	22.1828	23.3099	24.4986	25.6379	26.9427	28.3211
159	Field Service Representative	21.3466	22.4046	23.5430	24.7436	25.8943	27.2121	28.6043
161	Code Enforcement Clerk	21.7757	22.8550	24.0162	25.2409	26.4147	27.7590	29.1793
161	PRPL Equipment Op/Maint Worker	21.7757	22.8550	24.0162	25.2409	26.4147	27.7590	29.1793
162	Business License Administrator	21.9934	23.0835	24.2564	25.4933	26.6789	28.0366	29.4711
162	Drafting Technician	21.9934	23.0835	24.2564	25.4933	26.6789	28.0366	29.4711
162	Emergency Svcs Disp II	21.9934	23.0835	24.2564	25.4933	26.6789	28.0366	29.4711
162	Sr. Animal Control Officer	21.9934	23.0835	24.2564	25.4933	26.6789	28.0366	29.4711
163	Property/Evidence Tech II	22.2134	23.3143	24.4990	25.7483	26.9457	28.3170	29.7658
163	Transit/Paratransit Operator	22.2134	23.3143	24.4990	25.7483	26.9457	28.3170	29.7658
170	Crime Analyst II	23.8158	24.9961	26.2662	27.6056	28.8894	30.3597	31.9130

170	Equipment Op/Maint Worker	23.8158	24.9961	26.2662	27.6056	28.8894	30.3597	31.9130
170	Solid Waste Maint. Technician	23.8158	24.9961	26.2662	27.6056	28.8894	30.3597	31.9130
170	Street Light & Traffic Signal Tech I	23.8158	24.9961	26.2662	27.6056	28.8894	30.3597	31.9130
171	Combination Inspector I	24.0539	25.2461	26.5289	27.8817	29.1783	30.6632	32.2321
171	Emergency Svcs Disp III	24.0539	25.2461	26.5289	27.8817	29.1783	30.6632	32.2321
171	Library Technician	24.0539	25.2461	26.5289	27.8817	29.1783	30.6632	32.2321
171	Planning Clerk	24.0539	25.2461	26.5289	27.8817	29.1783	30.6632	32.2321
175	AFM Worker/Mechanic I	25.0306	26.2712	27.6061	29.0138	30.3631	31.9083	33.5408
175	ARFF/Airfield Maint. Worker	25.0306	26.2712	27.6061	29.0138	30.3631	31.9083	33.5408
176	Facilities Maint. Mechanic	25.2809	26.5339	27.8821	29.3039	30.6667	32.2274	33.8762
177	Airport Police Officer	25.5337	26.7992	28.1609	29.5970	30.9734	32.5497	34.2150
177	Arborist	25.5337	26.7992	28.1609	29.5970	30.9734	32.5497	34.2150
177	Librarian	25.5337	26.7992	28.1609	29.5970	30.9734	32.5497	34.2150
178	Sr. Equip Op/Maint. Worker	25.7890	27.0672	28.4425	29.8929	31.2831	32.8752	34.5572
178	Street Light & Traffic Signal Tech II	25.7890	27.0672	28.4425	29.8929	31.2831	32.8752	34.5572
179	Combination Inspector II	26.0469	27.3379	28.7270	30.1919	31.5959	33.2039	34.9027
179	WRF Tech II >2 yr	26.0469	27.3379	28.7270	30.1919	31.5959	33.2039	34.9027
180	Mechanic II	26.3074	27.6113	29.0142	30.4938	31.9119	33.5359	35.2518
181	Water Treatment Tech III	26.5705	27.8874	29.3044	30.7987	32.2310	33.8713	35.6043
181	WRF Tech III	26.5705	27.8874	29.3044	30.7987	32.2310	33.8713	35.6043
185	Airfield Maint. Worker/Lead Mech I	27.6493	29.0197	30.4943	32.0493	33.5397	35.2466	37.0499
185	Mechanic III	27.6493	29.0197	30.4943	32.0493	33.5397	35.2466	37.0499
186	Lead Fac Maint. Mech	27.9258	29.3099	30.7992	32.3698	33.8751	35.5991	37.4204
186	Lead Fac Maint. Tech	27.9258	29.3099	30.7992	32.3698	33.8751	35.5991	37.4204
190	Mechanic IV	29.0597	30.5000	32.0498	33.6841	35.2506	37.0445	38.9399
190	Plant Maint. Electrician	29.0597	30.5000	32.0498	33.6841	35.2506	37.0445	38.9399
195	AFM/Electrician II	30.5421	32.0558	33.6846	35.4023	37.0487	38.9342	40.9262
195	Lead Mechanic	30.5421	32.0558	33.6846	35.4023	37.0487	38.9342	40.9262

Appendix B

TEAMSTERS' RANDOM DRUG/ALCOHOL AND REASONABLE SUSPICION POLICY

PURPOSE:

The purpose of this policy is to provide an alcohol and drug-free workplace for the protection and well being of the City of Billings, its employees, and the public it serves along with City property, equipment, and operations. Employees are expected to report to work alcohol and drug free in order to enable safe and efficient job performance. Employees, while on-the-job, while on department premises, or in the scope and course of employment are expected to engage in activities which are appropriate for the work environment and do not compromise the City's integrity or interest in maintaining a safe, secure, and alcohol and drug free workplace.

For purposes of random drug testing, employees who are required to have Commercial Driver's Licenses are subject to the Commercial Driver's License (CDL) policy for the random drug testing, not this policy. MET Transit drivers are subject to the Federal Transportation Administration (FTA) policy for random drug testing, not this policy. CDL employees and MET transit drivers are also subject to the reasonable suspicion and other directives, restrictions, and prohibitions that are set forth in this policy.

POLICY:

The City of Billings is committed to protecting the safety, health, and well being of all employees and the individuals with whom the employees come into contact. Therefore, the City establishes an alcohol and drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

If there are employees who have drug or alcohol problems, the City encourages affected employees to seek help through the Employee Assistance Program (EAP) and the benefits available through the City's medical plan. The City will not terminate employment, discipline, or discriminate against an employee solely because an employee voluntarily seeks treatment for an alcohol or substance abuse problem by following the City's controlled substance safe-harbor procedures prior to any occurrence, including testing notification.

The unlawful manufacture, distribution, possession, sale, transfer, or use of illegal drugs; or illegal use of a legally obtainable drug or substance; or misuse of alcohol is strictly prohibited. Illegal possession of drug paraphernalia is prohibited. As a condition of employment, all employees must abide by this prohibition while in any employment capacity with the City, and while on City property, in any City vehicle, or at any City office or facility. All employees are expected to be at work without being under the influence of

drugs and/or alcohol, including controlled substances, in order to enable safe and efficient job performance.

Violation of this policy will result in the discipline set out in the attached procedures.

The provisions of the Workforce Drug and Alcohol Testing Act, Sections 39-2-205 through 39-2-211, MCA, provide the basis for this policy.

DEFINITIONS:

For the purposes of this policy.

Alcohol – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.
Controlled Substance(s) – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code Annotated (for example, but not limited to: cocaine, marijuana, medical marijuana, and methamphetamine) For the purpose of this policy, the term 'controlled substance' does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.
Illegally Used Drugs / Illegal use of drugs – means:

a. any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner;
b. any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.

EMPLOYEES SUBJECT TO THIS POLICY

A. All part-time and full-time Teamsters' employees of the City of Billings are subject to Random Drug Testing. All part-time and full-time, employees of the City of Billings are subject to Reasonable Suspicion Drug Testing.

B. Prospective Teamsters' positions job applicants are subject to pre-employment testing and a positive test will result in the prospective Teamster employee not being hired.

ROLES AND RESPONSIBILITIES:

A. Employees are prohibited from:

- Using, consuming, distributing, or possessing alcoholic beverages or illegal drugs while on duty or reporting for duty while under the influence of alcoholic beverages or illegal drugs.
- Use of, consumption of, distribution of, or possession of alcoholic beverages and illegal drugs by employees are prohibited in City worksites and at all times whether on duty or off duty. The term "worksite" includes City vehicles and private vehicles while being used by employees in the performance of their duties.
- Use, distribution, dispensation, possession, manufacture, or sale of (illegal drugs) while off duty which adversely affects the employee's work performance, the safety of the employee or others at work, or the City's regard of reputation in the community. This includes reporting to duty while under the influence of illegal drugs.
- Use of alcohol off duty that adversely affects the employee's work performance, the safety of the employee or others at work, or the City's regard or reputation in the community. This includes reporting to duty while under the influence of alcohol.

B. Employees shall notify Human Resources of any drug or alcohol criminal conviction no later than five (5) calendar days after conviction.

C. Supervisors are required to:

1. attend training sessions on alcohol misuse, controlled substance misuse, and the illegal use of drugs in the workplace when offered;

2. when reasonable suspicion is confirmed, initiate an alcohol/drug test as described in this policy;

3. refer employees to the City's designated Substance Abuse Professional (SAP) under appropriate conditions for assistance in obtaining counseling and rehabilitation upon a finding of alcohol abuse, use of controlled substances or illegal use of legal drugs;

4. initiate appropriate disciplinary action upon a finding of alcohol use, controlled substance use, and/or the illegal use of legal drugs;

5. in conjunction with Human Resources, assist higher-level supervisors and the SAP Administrator in evaluating employee performance and/or personnel problems that may be related to alcohol misuse, use of controlled substances or the illegal use of legal drugs; and

6. ensure confidentiality of all information regarding employee testing, disciplinary action and rehabilitation.

D. Human Resources shall:

1. direct and implement this program to ensure it is administered consistently;

2. consult with Department Head or designee in determining appropriate action for situations related to this program; and

3. ensure that all records and information of personnel actions taken against employees with verified positive test results remain confidential and only shared with individuals having a legal right to access.

AUTHORITY TO IMPLEMENT PROCEDURES

The City Administrator is authorized to develop and maintain procedures to enact this policy.

PERIODIC REVIEW

This policy will be reviewed by the City Council with each proposed new Teamster's Collective Bargaining Agreement.

PROCEDURES

Based on the Alcohol and Drug-Free Workplace Policy adopted by the City Council on _____, the following procedures are hereby adopted by Administrative Order _____. Changes to the policy or procedures that affect Teamsters employees will be bargained with that organization.

I. EMPLOYEE ASSISTANCE PROGRAM

A. Any employee needing help in dealing with drug or alcohol problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan. Additional information regarding the City's EAP available in Human Resource's Policy Manual-Employee Assistance Program Policy. Employees who have questions or need more detailed information should contact Human Resources. The City EAP plays an important role in preventing and resolving problem alcohol and drug use by:

1. Providing confidential counseling and assistance to employees and their qualifying family members who self-refer for treatment or whose tests have been verified positive and monitoring the employee's progress through treatment and rehabilitation;

2. Providing educational materials and training to employees on alcohol & drug use issues;

3. Ensuring the confidentiality of test results and related medical treatment and rehabilitation records, which they maintain.

B. The EAP will not be involved in the collection of test samples or the initial reporting of test results. The City's designated testing professional will be responsible for such testing.

II. SAFE HARBOR REFERRAL

A. A fundamental purpose of the City's Alcohol and Drug-Free Workplace Policy and Procedures is to assist employees who themselves are seeking treatment for alcohol or controlled substance use or misuse of prescription drugs. For this reason, the City will not initiate disciplinary action against any employee regarding the disclosure of his or her drug or alcohol related problem when the employee meets all three of the following conditions:

1. Voluntarily identifies him/herself to Human Resources as an abuser of alcohol and/or illegal drugs and/or as someone who misuses prescription drugs, as they apply to this policy, prior to being identified through other means, such as reasonable suspicion, or prior to being asked to provide a urine and/or breath sample for testing;

2. Obtains evaluation, counseling or rehabilitation from an approved facility; and

3. Thereafter refrains from using controlled substances or misusing prescription drugs and/or alcohol. The employee may be subject to a return-to-work agreement.

B. This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit his/her problem. Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit the problem, this provision is not available to an employee who requests protection under this provision after:

1. Being identified through other means; or

2. Being asked to provide a urine sample for testing; or

3. Having a verified positive test result for alcohol and/or controlled substances pursuant to this policy.

C. Drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor are not covered by Safe Harbor protections.

III. ALCOHOL, CONTROLLED SUBSTANCE AND/OR DRUG MISUSE

These prohibitions apply while an employee is on duty in City-owned facilities, any City-owned property; any City owned or rented vehicle and any City approved activity

A. Employees are prohibited from consuming alcohol or controlled substances or engaging in the illegal use of drugs while on duty, during an approved activity such as training, or while on standby.

B. Employees are prohibited from reporting to work or to a City approved, work-related activity under the influence of alcohol or drugs.
C. Employees are prohibited from reporting to work or to a City approved activity exhibiting signs of having consumed alcohol (such as the odor of alcohol on the breath) or controlled substances, or of engaging in the illegal use of drugs.

D. This policy includes unanticipated call-out situations. If an employee cannot meet the requirements of call-out, it is his or her responsibility to tell a supervisor or person initiating the request to return to work that he/she cannot report to work. He/she shall suffer no reprisals for doing so.

E. Alcohol is a legal substance for those ages 21 or older. Therefore, it is not the intention of this policy to prohibit employees from consuming alcohol when not on duty in paid status and the employee's performance of duties has concluded for the day. However, employees are expected to use good judgment and behave in a professional and respectable manner while attending events that are connected to their job duties.

F. Misuse of drugs/and or alcohol as set out in this policy and these procedures or performing any duties under the influence of drugs and/or alcohol is a violation of this policy and will result in disciplinary action as set forth herein.

G. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited.

H. The illegal use of a legally obtainable drug or substance is prohibited.

I. Use and possession of legally obtained prescription drugs when taken as prescribed and over-the-counter drugs is not prohibited by this part subject to the following:

1. Employees who must use a prescription drug or over-the-counter medication that causes adverse side effects (e.g. drowsiness, impaired reflexes or reaction time) or may affect ability to perform work in a safe and productive manner must notify his or her supervisor prior to starting work or operating City equipment.
2. A supervisor, under reasonable suspicion, *may* relieve an employee from duty if it is determined that a medication is causing impairment to an employee's ability to perform the functions of his or her job. The employee will be required to utilize his/her accrued sick or leave time until such time that the employee is no longer impaired by the

medication. If the employee runs out of leave time he/she will then be placed in an unpaid leave status.

IV. TYPES OF TESTING

A. Reasonable Suspicion Testing

1. All employees will be tested for alcohol and/or controlled substances when there is reasonable suspicion of on-duty use or impairment. Reasonable suspicion testing may be based on, but not limited to:

   a. observable phenomena, including but not limited to direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol such as the odor of alcohol on the;
   b. a pattern of abnormal conduct or erratic behavior;
   c. conviction for a drug or alcohol-related offense. An employee will be tested only once for this conviction upon return to work.
   d. evidence that the employee has tampered with a previous alcohol or drug test.

2. Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test.

3. If an employee is suspected of using or being impaired by alcohol, controlled substances or illegal drugs in violation of this policy, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion and will present those for concurrence with another supervisor, up to and including the department head, if possible. The immediate supervisor, division head or department head will report the suspicion to Human Resources for further action if it is during the regular office hours of Human Resources.

4. The employee shall remain on duty, but shall not be allowed to operate a vehicle or perform job functions until the circumstances are evaluated.

5. Employees who are subject to reasonable suspicion testing shall be transported to and from the collection facility identified by the City as an appropriate collection site. After hours, when Human Resources

is unavailable, the employee will be transported to a designated testing facility.

6. Testing will be conducted in compliance with the selected collection site's protocols.

7. The employee's division manager will, within 48 hours, prepare a written report on a Reasonable Suspicion Incident Record (attached), detailing the circumstances that formed the basis to warrant the testing, This report should include the appropriate dates and times of reported alcohol or drug-related incidents, reliable/credible sources of information, rationale leading to the test and the action taken. All documentation related to the determination shall be forwarded to Human Resources.

B. Post-Incident Testing

1. Employees involved in critical incidents, on-the-job accidents, or who engage in unsafe on-duty job-related activities that pose a danger to themselves or others or the overall operation of the City shall be subject to testing. If the employee's act, or failure to act, results in:

   a. Death; or

   b. Personal injury requiring immediate emergency room or urgent care center treatment; or

   c. Damage to government or private property estimated in excess of $1,500; or

   d. At the request of the employee.

2. An employee subject to post-incident testing shall remain immediately available for up to two (2) hours for such testing, or the City may consider the employee to have refused to submit to testing.

   a. If there were extenuating circumstances that kept the employee from submitting to a test within two (2) hours after the incident, Human Resources shall evaluate those circumstances and make the final determination as to whether or not it will be deemed a refusal.

b. An employee subject to post-incident testing shall not consume alcohol or drugs, either legal or illegal, prior to the testing. Exceptions may be made for previously prescribed maintenance medications and/or medications administered to treat any personal injury.

3. If a test under this provision is not administered within two (2) hours of the occurrence, the supervisor shall document the reason(s) why it was not promptly administered. If more than eight (8) hours pass, then no alcohol test will be administered. If more than thirty-two (32) hours pass, no drug test shall be administered. If either test is not completed, Human Resources shall document the reason(s) why.

C. Random Testing

1. Random testing for alcohol and/or controlled substances will be conducted on all employees before, during or after their scheduled shift.

2. Random tests will be unannounced and will occur throughout the calendar year.

3. The random selectees will be notified by a designated human resources representative using a lottery system conducted by an outside agency. The Random, the CDL, and the FTA testing will be conducted by the same agency. To ensure that all employees who have been designated for testing have an equal chance of being randomly tested, a scientifically valid random process is used.

a. The annual number of random alcohol tests will be no more than ten percent (10%) of the average number of employees subject to random testing.

b. The annual number of random drug tests will be no more than twenty-five percent (25%) of the average number of employees subject to random testing.

4. Human Resources will notify the employee's supervisor or designee and provide the name of the individual selected for random testing. The employee shall not be given advance notice of the scheduled

testing. Upon notification by the supervisor, employees shall proceed immediately to the testing site.

D. Substances Tested For During Reasonable Suspicion, Post-Incident and Random Testing

1. The City will test for the following substances:

(a) Alcohol;

(b) Marijuana;

(c) Cocaine;

(d) Amphetamines;

(e) Opiates; and

(f) Phencyclidine (PCP).

2. The following cutoff concentration shall be applicable to determine whether specimens are negative or positive for the following drugs or classes of drugs utilizing the initial test procedure. The cutoff levels used by the Department's Health and Human Services (DHHS) certified lab may change, and if so, those changes will be published in the Code of Federal Regulations and Federal Register and shall take precedence over the levels listed herein. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

Type of drug or metabolite	Initial test (ng/mL)	Confirmation test (ng/mL)
(1) Marijuana metabolites (i) Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC)	50	15
(2) Cocaine metabolites (Benzoylecgonine)	150	100
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines	500	250
(i) Amphetamine	500	250
(ii) Methamphetamine [1]		250
(5) Opiate metabolites	2000	
(i) Codeine		2000
(ii) Morphine		2000
(iii) 6-acetylmorphine (6–AM) [2]		10

(iv) MDMA[6]	500	250

[1] Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.

[2] Test for 6–AM in the specimen. This test conducted only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.

[6.] Methylenedioxymethamphetamine (MDMA).

3. Employees should be aware that use of hemp oil products will not be an acceptable defense for a positive Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC) test.

4. Alcohol shall be confirmed positive if both the initial and confirmation tests reveal a breath alcohol content of greater than .04 grams of alcohol per 210 liters of breath or higher. If the initial and confirmation test is above .02 but .04 or below, the employee will not be allowed to perform safety-sensitive functions until the start of his or her next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

E. Return to Duty and Follow-up Testing

1. After a verified positive test result for drugs and/or alcohol, employees must have a negative test result before returning to work.

2. All employees referred through administrative channels that undergo counseling or rehabilitation program will be subject to unannounced drug and/or alcohol testing for a period of one year following completion of such a program.

   a. Such employees shall be tested at the frequency recommended by the SAP.

   b. Return to duty testing is distinct from testing which may be imposed as a component of a rehabilitation program.

3. Confirmation of and continuing participation in a rehabilitation program, as recommended by SAP, is required of an employee returning to duty.

4. In some instances, SAP may require completion of a program prior to returning to duty.

5. The SAP will notify Human Resources when an employee has completed a rehabilitation program.

6. After an employee returns to work during or following a rehabilitation program, a single positive test result for alcohol or a controlled substance or the illegal use of a legal drug or failure to successfully complete the recommended rehabilitation program will result in referral to Human Resources, and the penalty for any conduct described in this part shall be termination of employment.

V. TEST PROCEDURES

A. Drug testing will be done by the split sample method. Testing services shall be provided by a designated contractor at a designated collection site with collection personnel trained in accordance with U.S. DHHS standards and analyzed by an independent DHHS certified lab. The personnel involved in testing and processing results are not employees of the City.

B. Employees subject to testing shall comply with all requirements of the testing process and personnel. Employees will complete all requirements of initial and follow-up tests. Failure to do so will result in termination of employment.

C. Procedures for Alcohol Testing

1. All alcohol tests will be by breath testing only.

2. Upon arrival at the collection site, the employee will show photo identification. Acceptable identification includes an actual Montana driver’s license or department ID.

3. Initial breath alcohol testing.

a. Initial breath alcohol testing is performed by a Breath Alcohol Technician (BAT) who is employed by the collection facility and who is trained in the operation of an evidential breath testing device (EBT) as approved by the National Highway Traffic Safety Administration (NHTSA).

b. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.'

c. If the result of the initial breath test is an alcohol concentration of .02 or greater, a confirmatory test shall be conducted.

4. Confirmation or verification alcohol breath testing

a. Confirmation/verification tests shall only be conducted by a Breath Alcohol Technician who is employed by the collection facility.

b. The confirmatory test may be conducted on the same EBT as the initial test.

c. Before the confirmatory test is given, the employee shall be observed for 20 minutes prior to testing and shall be instructed not to eat, drink, or place anything in his/her mouth until the conclusion of the breath test.

d. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.'

e. Collection site personnel may require the employee to sign forms.

f. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.

D. Procedures for Drug Testing

1. An employee will be verbally notified by a supervisor that he/she has been chosen for a random drug test.

2. The employee will report immediately to the collection site.

3. The employee will strictly follow all directions from collection site personnel before, during, and after collection.

4. Upon arrival at the collection site, the employee will show photo identification. Acceptable identification includes an actual Montana driver's license or Departmental ID.

5. The employee will remove outer garments, such as a jacket or coat. The employee will not be required to remove clothing such as a shirt and pants, and will not be required to put on a hospital gown. All personal belongings, such as a bag or purse, must remain with the outer garments. The employee may retain a small wallet.

6. An employee subject to testing for controlled substances or illegally used drugs under this policy shall be permitted to provide urine specimens in private and in a restroom stall or similar enclosure so that the employee is not visually observed while providing the sample.

7. Collection site personnel may be within hearing range so they can confirm the sample was physically produced at that time.

8. The employee is encouraged to observe the entire collection procedure.

9. Collection site personnel may require the employee to sign forms.

10. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.

VI. SPECIAL DRUG TESTING PROCEDURES

A. Direct Observation Testing

1. Collection site personnel of the same gender as the employee tested may observe the employee provide the urine specimen when:

   a. Collection site personnel may have reason to believe that a particular individual has altered or substituted the specimen, or

   b. the employee has previously tampered with a sample, or

   c. the employee has equipment or implements capable of tampering with or altering urine samples.

2. Direct observation shall not be the norm.

3. In addition to the procedures listed under Random Testing, the procedure will include direct inspection of the employee with shirt lifted and trousers lowered.

4. Collection site personnel will directly observe the urine leaving the body and entering the collection container.

B. Specimen Temperature Outside of Range

If the temperature of the specimen is outside the range of 32-38 degrees C / 90-100 degrees F or shows signs of contaminants, then there is reason to believe the donor may have altered or substituted the specimen, and another specimen shall be collected for testing under the direct observation of a representative from the collection facility.

C. Dilute Sample

1. If the Medical Review Officer (MRO) notifies the City that an employee's test was positive and dilute, the test will be treated as verified positive. The employee shall not be required to submit another test.

2. If the MRO notifies the City that an employee's test was negative and dilute, and there is no acceptable medical explanation, the

following procedures will be followed. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.

a. If the creatinine concentration of the dilute specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL, another sample will be collected under direct observation.

    (1) This test will be conducted unannounced (with the minimum possible advance notice) as soon as possible after the initial test.

    (2) The employee will be escorted by a supervisor immediately to the collection site.

    (3) The employee will be directed not to ingest anything until after the test is completed.

    (4) If the result of the direct observation test is also negative and dilute, the employee will not be required to take an additional test. The result shall be considered confirmed positive.

b. If the creatinine concentration of the dilute specimen is greater than 5 mg/dL, another test will be collected, but shall not be conducted under direct observation, unless there is another basis for utilization of direct observation.

    (1) This test will be conducted unannounced (with the minimum possible advance notice) as soon as possible after the initial test.

    (2) The employee will be directed not to ingest anything until after the test is completed.

c. If the 2nd specimen is positive and dilute, the test will be treated as positive.

d. If the specimen is again negative and dilute, the following procedure will apply:

    (1) If the creatinine concentration of the second dilute specimen was equal to or greater than 2mg/dL, but less than

or equal to 5 mg/dL, another test will be collected under direct observation in the same manner as listed under C2a above.

(2) If the result of this direct observation test is also negative and dilute, the employee will not be required to take an additional test because the result was dilute. The result shall be considered confirmed positive.

(3) If the creatinine concentration of the second dilute specimen is greater than 5 mg/dL, the employee will not be required to take an additional test because the result was dilute. The test will be considered negative.

D. Insufficient Urine Specimen Volume

45mL of urine is required to constitute sufficient testing volume. If the employee does not provide sufficient volume, the following "shy bladder" procedures will apply. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.

For purposes of this section, permanent or long-term medical conditions are those physiological, anatomic, or psychological abnormalities documented as being present prior to the attempted collection, and considered not amenable to correction or cure for an extended period of time, if ever. Examples would include destruction (any cause) of the glomerular filtration system leading to renal failure; unrepaired traumatic disruption of the urinary tract; or a severe psychiatric disorder focused on genito-urinary matters. Acute or temporary medical conditions, such as cystitis, urethritis or prostatitis, though they might interfere with collection for a limited period of time, cannot receive the same exceptional consideration as permanent or long-term conditions.

E. Shy Bladder Procedure**:**

1. The insufficient specimen will be discarded. Specimens may not be combined.

2. Employees will be advised to drink up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. The employee may decline to drink, but will still be required to provide a sufficient urine specimen.

3. The employee shall remain in the testing area under observation during the three hour period.

4. If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection attempt will be discontinued, and the employer will be notified.

5. The employee will be directed to obtain, within seven calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. (The MRO may perform this evaluation if the MRO has appropriate expertise.)

6. After completing the evaluation, the referral physician must provide a written statement of his/her recommendations and the basis for those to the MRO. Detailed information on the employee's medical condition beyond what is necessary to explain the conclusion must not be in this statement. The MRO will seriously consider and assess the referral physician's recommendations in making a determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. The MRO will notify Human Resources as soon as a determination is made.

    a. If the employee refuses to obtain the evaluation, the test will be deemed a refusal.

    b. If the evaluation determines the employee has a medical condition, and the medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, the test will be cancelled.

    c. If the evaluation determines that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, the MRO will conduct a further medical evaluation to determine if there is clinical evidence that the employee is using a controlled substance or illegally using drugs.

        (1) If the medical evaluation reveals no clinical evidence of controlled substance use or illegal use of drugs, the test result shall be negative.

(2) If the medical evaluation reveals clinical evidence of controlled substance use or illegal use of legal drugs, the test result shall be cancelled. (Because this is a cancelled test, it does not serve the purposes of a negative test, i.e., the employer is not authorized to allow the employee to begin or resume duty, because a negative test is needed for that purpose).

d. If the evaluation determines that there is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, the test will be considered a refusal.

VII. TEST REFUSAL

A. Refusals will result in administrative action the same as if the test was verified positive. In the case of a breath test refusal, administrative action will be the same as if the test was verified in excess of .04.

B. Employees will be considered to have refused testing if they:

1. Refuse to provide a specimen; or
2. Refuse to complete all required tests as directed; or
3. Fail to report for a required test at the scheduled time; or
4. Engage in conduct that clearly obstructs the testing process; or
5. Tamper with the test; or
6. Alter or substitute the specimen; or
7. Fail to provide adequate breath or specimen volume without a verified medical explanation.

VIII. DEFERRAL OF TESTING

A. An employee selected for random drug and alcohol testing may obtain a deferral of testing if Human Resources concurs that a compelling need necessitates a deferral on the grounds that the employee is:

1. In a leave status (sick, annual, administrative or leave without pay); or

2. In official travel status away from the test site or imminently embarking on official travel scheduled prior to testing notification.

B. An employee whose random drug and/or alcohol test is deferred will be subject to testing on his/her next regularly scheduled work shift.

IX. POSITIVE TEST RESULT PROCEDURE

A. Samples testing positive for controlled substances or illegally used drugs will undergo further testing to identify the specific type of drug(s) or substance(s) in the specimen.

B. The applicant or employee will be contacted by the MRO and have the opportunity to provide an explanation of a positive result, which may include providing medical documentation of lawful use of a prescription or over-the-counter medication.

C. If the MRO determines there is no justification for the positive result, such result will then be considered a verified positive test result.

D. The MRO shall notify Human Resources of a verified positive test result.

E. The MRO will notify the employee of the verified positive test result. Once notified, the employee may within seventy two (72) hours of notification request the split specimen be tested by another DHHS certified lab.

F. If the employee is unable, for a legitimate reason, to make this request within seventy two (72) hour period, the split specimen test will automatically be conducted.

G. The employer shall pay for the additional test if the additional test results are negative, and the employee shall pay for the additional tests if the additional tests are positive.

X. FINDINGS AND ADMINISTRATIVE DISCIPLINARY ACTION

A. An employee may be found in violation of this policy on the basis of any appropriate evidence including, but not limited to:

1. Direct observation of prohibited alcohol use or drug use including misuse of prescription medication; or
2. Evidence obtained from an arrest or criminal conviction for a drug or alcohol related offense; or
3. A verified positive test result; or
4. An employee’s voluntary admission, unless the employee is meeting the requirements as outlined under the Safe Harbor Referral; or
5. Test refusal.

B. An employee who is found to be in actual and illegal possession of a controlled substance, illegally used drug, and/or related paraphernalia while on duty and in or at any City-owned facility, City-owned property, City-approved activity, or City-`owned vehicle, will be investigated and will be subject to termination. He/she may be prosecuted under the applicable state or federal law (refer to Federal Controlled Substances Act Title 21 United States Code, Offenses Involving Dangerous Drugs Title 45 Chapter 9 Montana Code Annotated, and Model Drug Paraphernalia Act Title 45 Chapter 10 Montana Code Annotated.)

C. Effects of Positive Drug Testing Results

1. Any employee receiving his or her first verified positive test for a controlled substance will be referred to Human Resources, and will be subject to mandatory administrative action including referral to the SAP, and one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.

2. Any employee receiving his or her first verified positive test for illegally used drugs, i.e., prescription medication or over-the-counter medication, shall be referred to Human Resources and will be subject to mandatory administrative action including referral to the SAP, and to one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.

3. Successful completion of any rehabilitation recommended will be a condition of continued employment.

   a. The cost of rehabilitation will be the responsibility of the employee.

   b. Employees may be allowed to use accrued leave (Sick leave followed by vacation and/or compensatory leave) to complete rehabilitation until such leave is exhausted, at which time the employee may be allowed to go on unpaid leave.

   c. The employee remains responsible for successful completion of the SAP designated treatment program, and assertions regarding the effectiveness of a program shall not constitute either an acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a defense to disciplinary action if the employee does not complete treatment.

4. The City may initiate action to terminate an employee for refusing to obtain and complete counseling or rehabilitation through an SAP or a state licensed facility as recommended by SAP.

5. The employee must have a negative test result before returning to work.

6. The employee shall be subject to a return-to-duty agreement.

7. Following a verified positive test and after returning to duty, the employee will be subject to unannounced testing for a period of time determined by the SAP.

D. Effects of Positive Alcohol Testing Results

1. When an employee is found to be in violation of the alcohol provisions of this policy, he or she shall be referred to Human Resources and will be subject to mandatory administrative action, including referral to the SAP and one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.

2. If the employee is retained, the SAP's recommended rehabilitation will be a condition of continued employment.

   a. The cost of rehabilitation will be the responsibility of the employee.

   b. Employees may be allowed to use accrued leave to complete rehabilitation until such leave is exhausted at which time the employee may be allowed to go on unpaid leave.

   c. The employee remains responsible for successful completion of a treatment program, and assertions regarding the effectiveness of a program shall not constitute either an acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a defense to disciplinary action if the employee does not complete treatment.

3. The City may initiate action to terminate an employee for refusing to obtain counseling or rehabilitation through an SAP or a state licensed facility.

4. The employee must have a negative test result before returning to work.

5. The employee shall be subject to a return-to-duty agreement.

6. Following a verified positive test and after returning to duty, the employee will be subject to unannounced testing for a period of time determined by the SAP.

7. Any subsequent positive test for alcohol use will subject the employee to termination of employment.

8. An employee with a first breath alcohol test which shows a breath alcohol content of .02 or greater but .04 or less may not return to duty for the remainder of the scheduled work day and must take sick leave for the remainder of his/her shift. The employee shall have a negative test result before returning to work.

XI. RECORDS AND REPORTS

A. The employee's privacy shall be maintained. All testing information specifically relating to individuals pursuant to this program and any intervention steps, including referral for treatment, counseling or rehabilitation programs, is confidential and shall be treated as such by everyone authorized to review or compile program records.

B. In order to efficiently implement this requirement and to make information readily retrievable, Human Resources shall maintain all records relating to testing, suspicion of tampering, and any other authorized documentation necessary to implement this policy. Such information shall remain confidential, with only authorized individuals who have a need-to-know having access to them.

C. The results of a test of an employee for alcohol, controlled substances, or illegally used drugs along with all information, interviews, reports, statements, and memoranda will not be disclosed to an outside entity without the prior written consent of such employee, unless the disclosure is:

1. to the tested employee;

2. to the MRO;

3. to the SAP in which the employee is receiving counseling or treatment or is otherwise participating;

4. to the Human Resources Director, the Department Director, and the City Administrator, the Assistant City Administrator or people with the legal right to access;

5. pursuant to the order of a court of competent jurisdiction or where required by the Department to defend against any challenges of adverse personnel action by the City;

6. report information that is required by law to be reported to a state or federal licensing authority in response to inquiries relating to a workplace accident involving death, physical injury, or property damage in excess of $1,500 when there is reason to believe that the tested employee may have caused or contributed to the accident.

D. Test results with all identifying information removed may be used for data collection and other activities necessary to comply with testing requirements.

E. Information obtained through testing that is unrelated to the alcohol use, controlled substance use, or illegal use of a drug must be held in strict confidentiality by the Medical Review Officer and may not be released to the employer without the written consent of the employee tested.

XII. ADDITIONAL PROVISIONS

A. Department Educational Program: Annually, employees will be provided with information regarding controlled substances, alcohol, and illegal use

of drugs. All supervisors shall receive training in compliance with 49 CFR 382.603.

B. Notification of Conviction: Any employee who is convicted of a criminal drug or alcohol related violation must notify the City within five (5) calendar days of the conviction. A conviction, a plea of guilty, a plea of no contest, receiving a suspended imposition of a sentence, and a withheld judgment will all be considered the same as a conviction. This obligation to report applies even to deferred prosecutions and deferred impositions of sentence.

C. Limitation of Adverse Action: No adverse action, including follow-up testing, may be taken by the employer if the employee presents a reasonable explanation confirmed by the MRO indicating that the original test results were not caused by the use of controlled substances, by alcohol consumption, or by the illegal use of drugs. Reasonableness shall be determined by Human Resources. If the employee presents a reasonable explanation confirmed by the MRO, the test results must be removed from the employee's record and destroyed.

D. Employee's Right of Rebuttal: The employer shall provide an employee or prospective employee who has been tested under any qualified testing program with a copy of the test report. The employee or prospective employee will be given the opportunity to provide notification to the Medical Review Officer of any medical information that is relevant to interpreting test results, including information concerning currently or recently used prescription or nonprescription drugs. The employer is also required to obtain an additional test of the split sample by an independent laboratory selected by the person tested at the request of the employee. (See Section XI.) The employee must be provided the opportunity to rebut or explain the results of any test.

E. New Employee Notification: Applicants for City positions will be informed about the drug-free workplace policy on the vacancy announcement. During the screening process applicants will be notified of the testing requirements and that appointment to the position is contingent upon a negative pre-employment drug test. Upon hiring, new employees will receive a copy of the policy in the Employee Policy Handbook.

F Employee Policy Confirmation Receipt: Employees will be required to sign a statement that confirms that he/she has received a copy of the

alcohol and drug-free workplace policy. The statement will be maintained in the employee's personnel file.

G. Cost: Testing will be at the employer's expense: If an employee contests the verification test results, another test will be conducted. If that test is positive, the employee will be responsible for payment. If it is negative, the employer will be responsible for payment. Employees will be compensated at the employee's regular rate, including benefits, for time attributable to the testing program.

H. Unintentional Ingestion: Any employee who unintentionally ingests a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

I. Voluntary Testing: Employees may volunteer for testing as part of a City investigation. The employee must cooperate with all parts of the test and complete all requirements of collection site personnel.

XIII. RESERVATIONS

Employees who are enrolled in and are participating in, or have completed a supervised rehabilitation program and are no longer engaging in the misuse of alcohol, use of controlled substances, or illegal use of drugs, shall be protected from discrimination and harassment in accordance with the Americans with Disabilities Act of 1990. This prohibition does not preclude follow-up testing.

This program is intended to carry out the City's Alcohol and Drug-Free Workplace Policy. All situations will be handled in accordance with this policy and in consultation with representatives of Human Resources.

XIV. POLICY AND PROCEDURE DEFINITIONS

Adulterant – Adulterating substance or agent aimed to corrupt, debase, or make impure.

Adulterated specimen – A urine specimen containing a substance that is not a normal constituent or containing an endogenous substance at a concentration that is not a normal physiological concentration.

Alcohol – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.

Alcohol concentration – means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Breath Alcohol Technician (BAT) – A person who instructs and assists individuals in the alcohol testing process and operates an EBT.

Cancelled test – A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test. Having a cancelled test does not relieve the employee of the responsibility to provide a test that produces a measured outcome.

Collection site – A place designated by the employer where employees present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or providing a breath same to be analyzed for the presence of alcohol.

Confirmation test - For alcohol, a second test following a screening test with a result of 0.02 or greater that provides a measure of alcohol concentration. For controlled substances and illegally used drugs testing, an analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screening test and which uses a different technique and chemical principle from that of the initial screening test in order to ensure reliability and accuracy.

Controlled Substance – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code Annotated (for example, but not limited to: cocaine, marijuana, methamphetamine.) For the purpose of this policy, the term ‘controlled substance’ does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.

Conviction – means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug or alcohol statutes.

Critical Incident – means any incident in which someone is killed or is seriously injured.

Dilute specimen – means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Direct observation – means an employee being directly observed while providing a urine sample. The procedure will include direct inspection of the employee with shirt lifted and trousers lowered and will include direct observation of urine leaving the body and entering the collection container.

Employee – All part-time and full-time Teamsters' bargaining unit employees of the City of Billings.

Employee Assistance Program (EAP) – means a contract-based counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.

Employer – means the City of Billings.

Evidential Breath Testing Device (EBT) – means an instrument reliable in measuring alcohol concentration in breath, which meets the National Highway Traffic Safety Administration specifications and is listed in the conforming products list of evidential breath testing devices.

Illegally Used Drugs / Illegal Use of Drugs – means:

A. any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner;

B. any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.

Initial test or Screening test – means a test for controlled substances or illegally used drugs to eliminate "negative" urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation or further testing. In alcohol testing, an analytical procedure to determine whether an employee has a prohibited concentration of alcohol in his or her system.

Insufficient urine specimen – means less than the 45mL of urine required to constitute a sufficient testing volume. An insufficient specimen will prompt "shy bladder" procedures.

Medical Review Officer (MRO) – means a licensed physician trained in the field of substance abuse.

Precursors – means a biochemical substance which can be processed or synthesized into one of the categories of drugs to be tested under this policy.

Prospective employee - means an individual who has made a written or oral application to the City of Billings to become an employee.

Qualified testing program – means a program to test for the presence of controlled substances and alcohol that meets the criteria set forth in sections 39-2-207 and 39-2-208 Montana Code Annotated.

Random testing – means a system of drug and alcohol testing imposed without individualized suspicion that a particular employee is using controlled substances, alcohol, or illegally using drugs. The system is a statistically random sampling of such employees based on a neutral criterion, such as social security numbers.

Referral Physician – means a licensed physician, acceptable to the MRO, who has expertise in the medial issues raised when an employee provides an insufficient urine specimen. The MRO may act in this capacity if he/she has appropriate expertise.

Return-to-Duty Agreement – means an agreement between the City and an employee that allows an employee continued employment under stringent guidelines prohibiting use of drugs and alcohol. An employee's failure to meet the terms of the agreement, which may include successfully passing tests for alcohol and/or controlled substances and/or illegally used drugs, shall result in termination.

Sample – means a urine specimen, a breath test, or oral fluid obtained in a minimally invasive manner and determined to meet the reliability and accuracy criteria accepted by laboratories for the performance of drug testing that is used to determine the presence of a controlled substance or alcohol.

Shy bladder procedure – means the procedure that is followed when an employee does not provide a sufficient urine volume (45mL) for testing.

Split specimen – means, in drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

Substance Abuse Professional (SAP) – the City's substance abuse professional who evaluates employees who have violated drug and alcohol policies and makes recommendations concerning education, treatment, follow-up testing, and after care.

Supervisor – means a non-bargaining employee who exercises supervision of one or more employees.

Unannounced test – means a test for alcohol, control substances, and/or illegally

used drugs previously scheduled and announced only to the employee just prior to the scheduled time, allowing only appropriate time for the employee to immediately proceed directly to the scheduled testing site.

Under the Influence/Impaired – when an employee is affected by a drug or alcohol or a combination of a drug and alcohol. The symptoms of influence and/or impairment are not confirmed to those consistent with misbehavior, or to obvious impairment of a physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use, influence, and/or impairment can be established by a professional opinion, urine, blood or any other commonly used scientific valid tests and in some cases by a lay person's opinion. An employee will be presumed to be impaired and in violation of this policy whenever the presence of drugs is detected at levels determined by the testing laboratory as constituting a positive indication for drugs. An employee will be presumed to be impaired by positive indication for drugs. An employee will be presumed to be impaired by alcohol whenever the presence of alcohol is detected at a level of .04% or greater.

Verified Positive Test Result for Alcohol – means the presence of alcohol in the breath at a level of greater than .04 as confirmed by two tests with evidential breath testing devices and administered by a trained and certified Breath Alcohol Technician.

Verified Positive Test Result for Drugs – means a test result that was positive for a controlled substance or illegally used drug on an initial FDA-approved immunoassay test, confirmed by a Gas Chromatography/Mass Spectrometry assay, (or other confirmation tests approved by the U.S. Department of Health and Human Services), and reviewed and verified by the Medical Review Officer in accordance with this policy and the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

REFERENCES:

Montana Workforce Drug and Alcohol Testing Act
39-2-205 through 39-2-211 Montana Code Annotated (MCA)

Procedures for Transportation Workplace Drug and Alcohol Testing Programs
Title 49 Part 40 (and Part 382) Code of Federal Regulations (CFR)

Federal Controlled Substances Act
Title 21 United States Code (USC)

Offenses Involving Dangerous Drugs and Procedural Provisions
Title 45 Chapter 9 Montana Code Annotated (MCA)

Model Drug Paraphernalia Act
Title 45 Chapter 10 Montana Code Annotated (MCA)

Controlled Substances Codes

Title 50 Chapter 32 Montana Code Annotated (MCA)

City Council Regular

Date:	07/22/2024
Title:	Community Change in the Billings EBURD and North Park Neighborhoods
Presented by:	Ted Wilson, Grants Coordinator
Department:	City Hall Administration
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve the EBURD application to the U.S. Environmental Protection Agency grant opportunity titled "Environmental and Climate Justice Community Change Grants Program".

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

The EPA released a Notice of Funding Opportunity (NOFO) under assistance listing number 66.616 titled, "Environmental and Climate Justice Community Change Grants Program". Applicants may apply for up to $20 million in funding for community change activities that benefits residents of a disadvantaged neighborhood. The EBURD and the North Side Neighborhoods qualify under the definition outlined in the NOFO.

The BIRD would like to submit an application under this grant program in partnership with the City and the Yellowstone Valley Citizens Council. Projects to be funded under the grant: a new North Park community center that would double as an emergency resiliency center, energy efficiency and lead abatement funding for residential housing located in the EBURD, rain garden storm water treatment and cycle track along 3rd Avenue North, North 20th Street and North 13th Street, a pocket park on 20th Street, various other tree plantings to augment those being added through the urban forestry grant, and various sidewalk and crosswalk improvements throughout the EBURD. In collaboration with MDT, the grant would also include the 13th Street cycle track across and along a realigned 6th Avenue North to connect the EBURD, North Side, and downtown bike path with the Heights through Sword's Park. This grant does not require a local match. The EBURD application requests the full $20 million in funding.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The City of Billings would act as the pass-through entity for the EBURD for non-construction elements of the grant. The EBURD would hire a grant manager and manage the energy efficiency/lead abatement program. The City would manage the construction of the North Park Community Center, cycle track/rain garden projects, 6th Avenue path, tree planting, and pocket park construction. The EBURD would complete its narrative and fiscal reporting through the City grant manager, and the City grant manager, along with City finance staff, would prepare its own narrative and financial reporting and submit to the EPA. There is no local match required or planned for these projects, and there is no expectation that the City or the EBURD would assume any ongoing costs at the conclusion of the three-year grant period.

City Council Regular

Date:	07/22/2024
Title:	Acceptance of US Department of Energy Efficiency and Conservation Block Grant Funds
Presented by:	Ted Wilson, Grants Coordinator
Department:	City Hall Administration
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council accept up to $165,490 in rebates from the U.S. Department of Energy (DOE) to recoup general fund dollars spent on irrigation pumps and controllers at three City parks.

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

The U.S. Department of Energy (DOE) received funding from the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA) to fund the EECBG program. $550,000,000 was made available to communities across the nation. The City of Billings is eligible to receive up to $165,490 in equipment rebates. The City was required to apply for the funding by submitting eligible projects that required installation of energy efficient equipment. After several months of examination, it was decided that a Parks project to replace water pumps and controllers for three park irrigation systems would be the best fit for the EECBG program. The parks to receive the new equipment are South, Central, and Optimist. All are located in historically disadvantaged areas according to Census data - this was an element of the application that made choosing a project complicated, as most projects exceed our allotted rebate, or the projects didn't directly serve disadvantaged neighborhoods. It is estimated that each park will use 30% less electricity and 30% less water with the new pumps and controllers installed. The project should be completed by fall 2024, and rebates received by the end of fiscal 2025.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

As this is a rebate program, financial benefit to the City will take a while to materialize. However, Parks will receive rebates on the pump and controller equipment installed at Optimist, Central, and South Parks - up to $165,490, by the end of fiscal year 2025. It is estimated that Parks will also save 30% on electricity and 30% on water usage upon installation, saving funds in the long term.

City Council Regular

Date:	07/22/2024
Title:	Acknowledge Receipt of Petition to Vacate Block 51 Foster's Addition Alley and set a Public Hearing
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	NA

RECOMMENDATION

Staff recommends that the City Council acknowledge the receipt of petition to vacate the alley located in Block 51 of Foster's Addition to the Town of Billings and set a public hearing for August 12, 2024.

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

Circle K, located at 6th Avenue North and North 27th, is proposing to raze the existing convenience store along with the neighboring car lot and old Hub building and construct a new Circle K store on all three parcels along with a car wash. Circle K currently holds an option to purchase the car lot to the east and the Hub building. In order to construct the new store, it is necessary to vacate the existing alley running north/south between North 27th Street and North 26th Street. The alley has private utilities and a public sanitary sewer and storm drain in it and dead ends at the former Denny's Property. In other words, it is not a through alley. Circle K has been working with the private utilities and has already recorded an easement for the utilities to be relocated. The attached easements are meant to be the private utility companies' approval of the right-of-way vacation. The sanitary sewer only serves the property that previously had the Denny's restaurant on it. The Denny's Restaurant has been torn down. Circle K has been working with the property owner to give them an easement to construct a sanitary sewer service for a future building. Attached is an email from the property owner acknowledging this partnership. The intent is to have an easement in place prior to the public hearing.

This Council action is to acknowledge the receipt of the petition to vacate public right-of-way.

ALTERNATIVES

The Council may:

- Acknowledge receipt of the petition to vacate the above-mentioned right-of-way and set a public hearing for August 12, 2024; or
- Do not acknowledge the petition to vacate the right-of-way. If the petition is not acknowledged, the right-of way-vacation cannot proceed.

FISCAL EFFECTS

There is no significant fiscal effect to acknowledge receipt of the petition and set a public hearing.

Attachments

Petition
Exhibit
Ownership Report
Market Analysis
Ryan email
Easement 1
Easement 2
Easement 3

DocuSign Envelope ID: 70E34C48-9F41-4636-BA6A-30C0C1E3FF7E

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS

Description of Right-of-Way to be vacated:

The right-of-way to be vacated is located between N. 26th Street & N. 27th Street at their intersection with 6th Street N. The right-of-way is bounded by Block 51, Lots 5-12 to its west, Block 51, Lots 13-20 to its east, 6th Street N. to its north, and Block 268, Lot 4 to its south.

We, being all the abutting property owners, request of the City Council the vacation of the above described:

_____Street __X__Alley _____Other R/W

SIGNATURE	DATE	PROPERTY OWNERSHIP
DocuSigned by: Mil Clark	6/17/2024	CBRE 27, LLC
	6/18/2024	Rocky Mountain Oil, LLC

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

	Approved By/Date	Disapproved By/Date
City Public Works		
Heights Water	Not Applicable	Not Applicable
Montana Dakota Utilities	**See attached*	
Northwestern Energy	**See attached*	
Spectrum	**See attached*	
Lumen	**See attached*	
City/Co. Planning		

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way:
The petitioner proposes to construct a Circle K convenience store with associated motor vehicle fuel sales and a detached car wash within the alleyway and adjacent properties.

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

ATTACHMENTS:

- __X__ **Title Report(s)**
- __X__ **Comments from all Utilities** Signed easements from the Utility companies were oblained. No comments were provided.
- __X__ **Map of R/W to be Vacated**
- __X__ **Traffic Accessibility Study (When required by the City)**

Fee Received By:_____ Date:_____
City Engineers Office

A DEPOSIT FOR AN APPRAISAL MUST ALSO ACCOMPANY THIS REQUEST.

Deposit Amount:_____

Received By:_____ Date:_____
City Clerk

Copies of City of Billings Ordinance No. 80-4269 and 90-4822, establishing the procedure and compensation to the City of Billings for Discontinuance and Vacation of City Streets, Alleys, and Rights-of-Way, are attached for reference.

The application fee, as stated in BMC 22-602, will be set by the City Administrator after review by the staff. The City Clerk will advertise the public hearing at least one week before the petition is acted upon by the City Council.

This petition is to be returned to the City Clerk, PO Box 1178, Billings, MT 59103. (First Floor, City Hall)

This petition must be accompanied by the statements and reports as listed in BMC 22-601 (a), (b), (c), (d), (e), and (f). (Copy attached)

CONTACT PERSON FOR PETITION:

Jim Goeppner, Circle K

Telephone No.: 952-830-8080

Mailing Address: 6000 Clearwater Drive
Minnetonka, MN 55343

Date:_____

CITY COUNCIL ACTION:_____

DATE:_____

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VACATION DESCRIPTION

TWENTY FOOT WIDE ALLEY LYING BETWEEN LOTS 5 THROUGH 12 AND LOTS 13 THROUGH 20, BLOCK 51 FOSTER'S ADDITION TO THE TOWN OF BILLINGS ACCORDING TO THE RECORDED PLAT THEREOF, YELLOWSTONE COUNTY, MONTANA

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

0' 50' 100'

DENOTES ALLEY TO BE VACATED
AREA= 3,999 SQ. FT. or 0.092 acres more or less

N:\00045177.00\DWG\SURVEY\45177V-ESF01-VACA.DWG

CHECKED:	NAS
DRAWN:	JWM

CIRCLE K
BILLINGS, MT

Westwood
Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoodps.com
Westwood Professional Services, Inc.

ALLEY VACATION EXHIBIT

SHEET NUMBER: 1 OF 1

DATE: 11/21/2023

PROJECT NUMBER: 45177.01

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:

CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

3523230027

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joyce Bondurant
Authorized Officer or Agent

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AMERICAN LAND TITLE ASSOCIATION

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Joyce Bondurant Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-869-3742 Fax: 406-245-5094 Main Phone: (406)245-3064 Email: Joyce.Bondurant@ctt.com	Escrow Officer: Robin Sharp Chicago Title Company 3100 Monticello, Suite 800 Dallas, TX 75205 Phone: (972)619-4653 Main Phone: (972)764-1453 Email: robin.sharp@ctt.com

Order Number: 3523230027

SCHEDULE A

1. Commitment Date: January 19, 2023 at 08:00 AM

2. Policy to be issued:

   (a) ALTA Owner's Policy 2021 (Extended)

Proposed Insured:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below	
Proposed Amount of Insurance:	$100,000.00	
The estate or interest to be insured:	Fee Simple	
Premium:		$ 859.50
Total:		$ 859.50

3. The estate or interest in the Land at the Commitment Date is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   PARCEL A: Colleen Ryan, Trustee of the Michael W. Ryan Trust, dated October 26, 2007

   PARCEL B: CBRE 27 LLC, a Montana limited liability company

5. The Land is described as follows:

   PARCEL A:
   Lots 5, 6, 7, 8, 9, 10, 11 and 12, Block 51, of Foster's Addition to the Town of Billings, in the City of Billings, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 012383.

   PARCEL B:
   Lots 18, 19 and 20, Block 51, of Foster's Addition to the Town of Billings, in the City of Billings, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 012383.

END OF SCHEDULE A

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

6. The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.

7. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

   Limited Liability Company: CBRE 27 LLC

   a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

   b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

   c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

   d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

   e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a copy

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SCHEDULE B, PART I - Requirements
(continued)

of the trust instrument creating such trust, and all amendments thereto, together with a written verification by all present trustees that the copy is the true and correct copy of the trust, as it may have been amended, that it is in full force and effect and that it has not been revoked or terminated.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession of the Land.

B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown in the Public Records.

C. Easements, claims of easements, or encumbrances which are not shown by the Public Records.

D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

E. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters accepted under (a), (b), (c) are shown by the Public Records.

F. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

G. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21 M.C.A., including but not limited to any right of the public to use and occupy those certain roads and trails.

H. Mineral rights, claims or title to minerals in or under said Land, including but not limited to metals, oil, gas, coal, and other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded or unrecorded.

I. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Paragraphs A, B, C, D, F and I will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception as shown below.

SPECIAL EXCEPTIONS:

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SCHEDULE B, PART II - Exceptions
(continued)

THE FOLLOWING AFFECT PARCEL A:

1. General County Taxes for the year 2023 and subsequent years, which are a lien but not yet due or payable.

2. General Taxes for the year 2022

   1st Half: $6,789.84, **DELINQUENT**
   2nd Half: $6,789.81, DUE and will become delinquent after May 31, 2023
   Tax ID No.: A07357

3. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$66,405.60
Dated:	July 3, 2020
Trustor/Grantor:	Michael W. Ryan, Successor Trustee of Michael W. Ryan Trust
Trustee:	Ann E. Davey
Beneficiary:	Yellowstone Bank
Recording Date:	July 7, 2020
Recording No.:	3926834

4. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$35,664.00
Dated:	August 16, 2021
Trustor/Grantor:	Michael W. Ryan, Trustee of Michael W. Ryan Trust
Trustee:	Ann E. Davey
Beneficiary:	Yellowstone Bank
Recording Date:	August 18, 2021
Recording No.:	3985966

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Property Address is purported to be: vacant land at

2600 6th Avenue North, Billings MT 59101

Note: The Company has searched the records of the Clerk and Recorder and the Clerk of Court for Yellowstone County, Montana and find no judgments or liens affecting the Land, other than as excepted in Schedule B.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II - Exceptions
(continued)

THE FOLLOWING AFFECT PARCEL B:

5. General County Taxes for the year 2023 and subsequent years, which are a lien but not yet due or payable.

General Taxes for the year 2022

1st Half: $4,336.97, PAID
2nd Half: $4,336.95, PAID
Tax ID No.: A07363

6. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$176,182.00
Dated:	April 27, 2022
Trustor/Grantor:	CBRE 27 LLC, a Montana limited liability company
Trustee:	Mark C. Prothero
Beneficiary:	First Interstate Bank
Recording Date:	May 6, 2022
Recording No.:	4016399

Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	Mental Health Center, who acquired title as South Central Montana Regional Mental Health Center
Grantee:	CBRE 27 LLC
Recording Date:	April 8, 2022
Recording No:	4013515

Property Address is purported to be: a commercial building at

515 North 27th Street, Billings, MT 59101

Note: The Company has searched the records of the Clerk and Recorder and the Clerk of Court for Yellowstone County, Montana and find no judgments or liens affecting the Land, other than as excepted in Schedule B.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;

b. the Commitment to Issue Policy;

c. the Commitment Conditions;

d. Schedule A;

e. Schedule B, Part I-Requirements; and

f. Schedule B, Part II-Exceptions; and

g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

i. comply with the Schedule B, Part I-Requirements;

ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or

iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

(continued)

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED

END OF CONDITIONS

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AMERICAN LAND TITLE ASSOCIATION

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

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FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

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Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

BROKER OPINION OF VALUE (BOV)

6th Ave Alley, Billings, MT 59101

COLDWELL BANKER COMMERCIAL CBS

David Mitchell, SIOR/CCIM
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ENGAGEMENT LETTER/LIMIT OF LIABILITY

March 5, 2024

The liability of Coldwell Banker Commercial is limited to the fee collected from the client. We assume no responsibility for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially or legally. This Opinion should not be used in lieu of a Complete Appraisal Report prepared by a qualified Commercial Appraiser.

David Mitchell

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COLDWELL BANKER COMMERCIAL CBS

SALE

VALUATION SUMMARY

SALES COMPARISON ESTIMATED VALUE: **$ 68,612.24 ($17.15/SQFT)**

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EVALUATION

The property is evaluated utilizing the sales comparison approach. The income approach and cost approach are not utilized in this evaluation.

For the sales comparison approach, the author compared sold land comps which are nearby and within city limits.

304 N 19th St was purchased in July of 2022. It sold for $250,000.00. It is a 10,500 sqft lot, giving the land a $23.81 price per sq ft value.

121-129 N 19th St was purchased in December of 2023. It sold for $110,000.00. 10,500 sqft of bare land giving the land a $10.48 per sq ft value.

320 N 17th St was purchased in May of 2023. It sold for $315,000.00. 24,500 sqft of land and improvements sold. The land value equates to $12.86 per sq ft.

511/512 N 26th St and 514 N 25th St sold in November of 2022. The sale price was $526,000.00 for 24,500 sqft of land. This equates to $21.47 per sq ft of land.

These comps all have utilities and have buildable square footage. The subject property value was adjusted to compensate for lack of utilities and lack of buildable area on the 4,000 sqft of land. With these comps, the value of the 4,000 sqft of alley owned by the City of Billings is estimated to be $68,612.24.

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LOCAL LAND MARKET TRENDS

The land market is on the rise in Billings. It is believed the demand for housing will drive the development property segment for the next several years in Billings. We have seen an increase in purchases of development tracts (100+ acres) in the last decade and would expect that pace to continue. There are several smaller developments also in progress. With current growth and family size data, we can expect a demand of approx. 2000 housing units per year. While multi-family housing development has been strong in the last several years, the demand for homes has continued to grow with current new construction not meeting the demand. This dynamic could create an opportunity for a large scale, long term planned development of this type of property.

The pricing for large tracts of development land in the Billings market has ranged from around $15,000 per acre up to $90,000 per acre depending on location and entitlements, such as infrastructure and zoning.

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COLDWELL BANKER COMMERCIAL CBS

PROPERTY INFORMATION

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PROPERTY SUMMARY

PROPERTY ADDRESS:	6th Ave N Alley
PROPERTY CITY, STATE, ZIP:	Billings, MT 59101
PROPERTY COUNTY:	Yellowstone
PROPERTY LEGAL:	N/A

PROPERTY INFO

LOT SIZE:	4,000 sqft
BUILDING SIZE:	0
ZONING:	NONE
WATER:	NONE
SEWER:	NONE
POWER:	NONE
GAS:	NONE

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PROPERTY DESCRIPTION

The subject property consists of a 4,000 sqft of land owned by the City of Billings. It has not utilities, poor paving, and no availability for building improvements. The alley was used to collect garbage and service adjacent properties. Currently as it sits, there is not use for it if adjoining properties are not using it.

ZONING

There is no zoning for this piece of land. Surrounding properties are zoned CBD.

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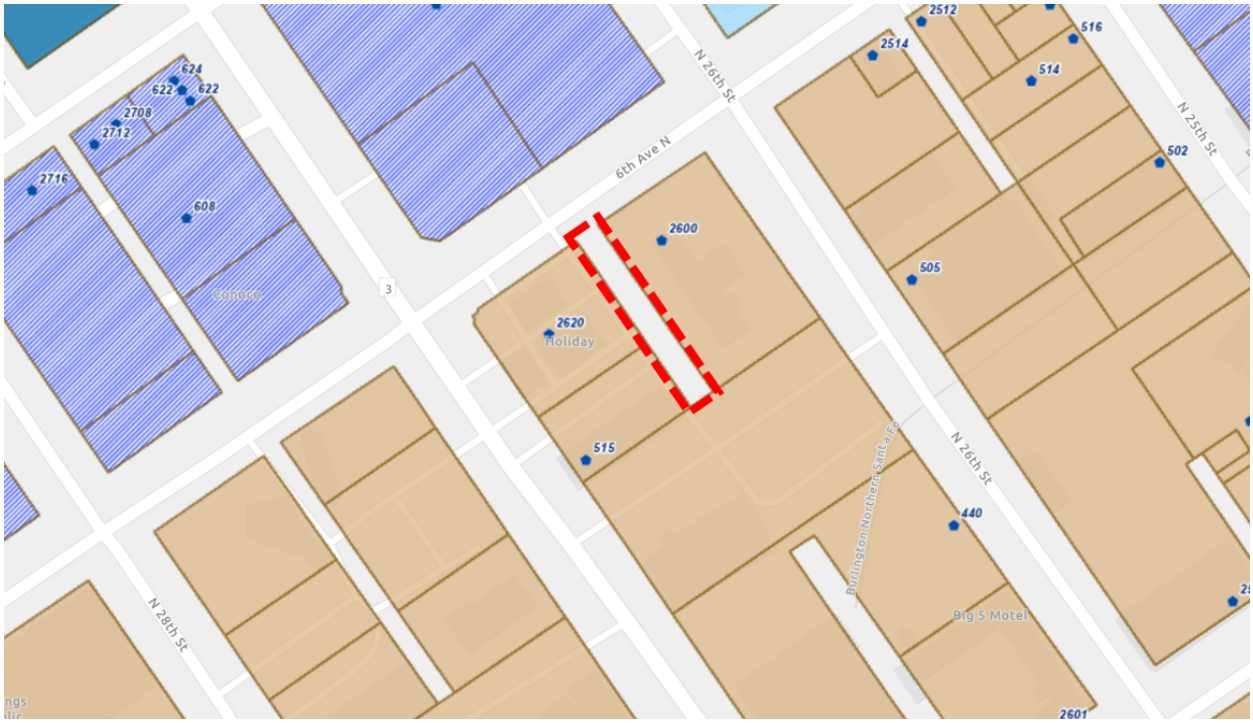
ZONING MAP



Zone Code	Zone Name	Zone Code	Zone Name
A	A - Agriculture 10+ Acres*	NO	NO - Neighborhood Office
A1	Agriculture Open	NX1	NX1 - Mixed Residential 1 (1-4 units)
C3	C3 - General Commercial*	NX2	NX2 - Mixed Residential 2 (2 to 8 units)
CBD	Central Business District	NX3	Mixed Residential 3 (=/>5 du/structure)
CC	Community Commercial	P	Public
CMU1	CMU1 - Corridor Mixed-Use	P1	P1 - Open Space, Parks, Recreation
CMU2	CMU2 - Corridor Mixed-Use - Commercial Centers	P2	P2 - Public - Civic & Institutional
CX	CX- Heavy Commercial	P3	P3 - Public - Campuses - Medical, Civic, Educational
DX	Downtown Support	PUD	PD - Planned Development
EBURD	EBURD	R200	Residential Tracts
HC	Higway Commercial	R60	Residential 6000
HI	Heavy Industrial	R75	Residential 7500
I1	I1 - Light Industrial	RLMF	Residential Limited Multi-Family
I2	I2 - Heavy Industrial	RMF	Residential Multi-Family
LI	Light Industrial	RMH	RMH - Residential Mobile Home
N1	First Neighborhood	RP	Residential Professional
N2	N2 - Mid-Century Neighborhood	RR1	RR1 - Rural Residential 1 acre to 2.99 acres*
N3	N3 - Surburban Neighborhood	RR3	RR3 - Rural Residential 3 acres to 9.99 acres*
N4	N4 - Large Lot Suburban Neighborhood*	R-RMH	R-RHM - Rural - Residential Mobile Home*
NMU	NMU - Neighborhood Mixed-Use	RS	Residential Suburban

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COLDWELL BANKER COMMERCIAL CBS

DEFINITIONS OF VALUE

As Commercial Agents at Coldwell Banker Commercial CBS, we assist Landlords and Sellers in an Agency Relationship, i.e. the Listing of Property. To establish a lease rate or value, we use the three common methods of appraisal listed below. However, one should be aware that there exists an ebb and flow to Real Estate Transactions in which at any given time, depending on need, properties can and do fluctuate in value. The "Gold Standard" which exists is the consummation of a transaction resulting in an executed lease or sale establishing the actual "Market Rate".(see below) Additionally, one must realize that all methodology is based on the principal of substitution in which like properties are evaluated and graded with respect to the subject property.

MARKET VALUE

The most probable sale price which a property should bring in a competitive and open market under all conditions requisite to a fair market value. Both Buyer and Seller are to act prudently, knowledgeably and assuming the value is not affected by undue stimulus.

SALES COMPARISON APPROACH

By analyzing the valuation factors for similar property that is offered for sale or lease in an open market, one can produce a duplicate of the subject property and thus estimate the subject property value. It must be realized, no two properties are ever exactly alike and adjustments must be made for the items of dissimilarity.

INCOME CAPITALIZATION APPROACH

Analysis of a property in terms of its ability to provide sufficient net annual return on investment capital is an important means of validating the market value indicated by the Lease Comparison Approach. The estimate is developed in the Income Capitalization Approach by capitalizing the projected net income at a rate commensurate with the investment risks inherent to the ownership of the property.

COST APPROACH

The author makes no representations to the accuracy of the information provided below as said estimate only represents the author's opinion related to prior construction projects. For specific estimated/actual construction costs, reviewer should consult a licensed contractor, architect and/or engineer.

EXCLUSIONS

Furnishings, equipment, personal property or business operations have been disregarded with only the improved real estate being considered in the value estimate, unless otherwise stated.

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SALE

SALES COMPARISON APPROACH

COLDWELL BANKER COMMERCIAL CBS

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SALE

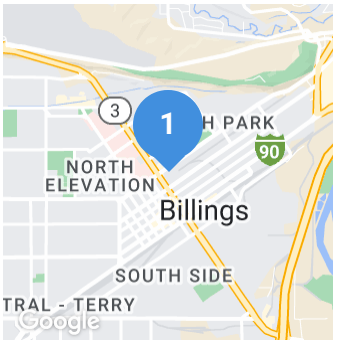
SALES COMPS - LAND

1

511 & 512 N 26TH ST & 514 N 25TH ST

511 & 512 N 26th St & 514 N 25th St, Billings, MT 59101

Price:	$526,000	Lot Size:	24,500 SF

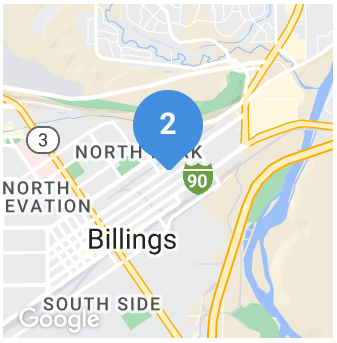


2

320 N 17TH ST

Billings, MT 59101

Price:	$315,000	Lot Size:	24,500 SF



3

304 N 19TH ST

Billings, MT 59101

Price:	$250,000	Lot Size:	10,500 SF

4

121-129 N 19TH ST

Billings, MT 59101

Price:	$110,000	Lot Size:	10,500 SF

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COLDWELL BANKER COMMERCIAL CBS

SALE

SALES COMPS MAP - LAND

	NAME/ADDRESS	PRICE	LOT SIZE	PRICE/SF
1	**511 & 512 N 26th St & 514 N 25th St** 511 & 512 N 26th St & 514 N 25th St Billings, MT	$526,000	24,500 SF	$21.47
2	**320 N 17th St** Billings, MT	$315,000	24,500 SF	$12.86
3	**304 N 19th St** Billings, MT	$250,000	10,500 SF	$23.81
4	**121-129 N 19th St** Billings, MT	$110,000	10,500 SF	$10.48
	AVERAGES	**$300,250**	**17,500 SF**	**$17.16**

David Mitchell, SIOR/CCIM
801 860 4299
d@cbcmontana.com

COLDWELL BANKER COMMERCIAL CBS

SALES COMPS - LAND EVALUATION

ADDRESS	SUBJECT PROPERTY	304 N 19th	121-129 N 19th	320 N 17th	511/512 N 26th St
SALES PRICE		$250,000.00	$110,000.00	$315,000.00	$526,000.00
SALE DATE		Jul-22	Dec-23	May-23	Nov-22
Sqft	4,000	10,500	10,500	24,500	24,500
ZONING	NA	CBD	CBD	CBD	CBD
PROPERTY TYPE	LAND	LAND	LAND	LAND	LAND
SERVICES	None	City	City	City	City
$/acre		$23.81	$10.48	$12.86	$21.47

COMPARISON CRITERIA:

MINUS - Downward adjustment, better than/superior to subject property

EVEN - no adjustment, similar to subject property

PLUS - upward adjustment, poorer than/inferior to subject property

ADDRESS	SUBJECT PROPERTY	304 N 19th	121-129 N 19th	320 N 17th	511/512 N 26th St
$/acre		$23.81	$10.48	$12.86	$21.47
COMPARISON CRITERIA:					
TIME		EVEN	EVEN	EVEN	EVEN
MOTIVATION		EVEN	EVEN	EVEN	EVEN
LOCATION		EVEN	EVEN	MINUS	MINUS
INFRASTRUCTURE		EVEN	EVEN	EVEN	EVEN
SERVICES		EVEN	EVEN	EVEN	EVEN
OVERALL ADJUSTMENT		$0.00	$0.00	$0.00	$0.00
ADJUSTED $/ACRE		$23.81	$10.48	$12.86	$21.47
AVG ADJUSTED $/ACRE	$17.15				
INDICATED $/ACRE	$17.15				
ESTIMATED VALUE	**$68,612.24**				

David Mitchell, SIOR/CCIM
801 860 4299
d@cbcmontana.com

COLDWELL BANKER COMMERCIAL CBS

NONDISCLOSURE STATE

The client should understand that the state of Montana is a nondisclosure jurisdiction. Consequently, lease rates and sales data for real estate transactions are not publicly recorded and no centralized database of comparable lease rates or sales exists. Additionally, no one associated with a particular transaction is obligated to release or verify the terms of the real estate transaction. Therefore, it is possible that there are leases or sales for comparable properties of which we have no knowledge or in-complete knowledge.

MODIFICATIONS

The author reserves the right to alter statements, analysis, conclusion or any value estimate in the opinion if there becomes known to the author facts pertinent to the process which were unknown to the author at the time of the report.

COPIES, PUBLICATION, DISTRIBUTION OR OTHER USE OF THE EVALUATION

Possession of this report or any copy thereof does not carry with it the right of publication; the physical report.

David Mitchell, SIOR/CCIM
801 860 4299
d@cbcmontana.com

WHY COLDWELL BANKER COMMERCIAL

Owner. Occupier. Investor. Local business or global corporation. No matter who you are, the challenges remain the same.

The success of the CBC organization lies in its striking versatility. The organization deftly combines a powerful national presence with the agility of a regional market innovator. Each CBC affiliate office has the resources and insight to understand its local market and the expertise to convert this knowledge into tangible value for each client. The CBC organization's skillful professionals and nimble affiliate offices service a wealth of business categories in markets of any size, with clients ranging from established corporations to small businesses to individual investors.

- Acquisition and Disposition
- Capital Services & Investment Analysis
- Construction Management
- Corporate Services
- Distressed Assets
- Relocation Services
- Market Research & Analysis
- Property & Facilities Management
- Startups & Small Business
- Tenant Representation
- Landlord Representation

3,300+
Professionals

Presence in
40 COUNTRIES

11,989
YE Sales Transactions

4,970
YE Lease Transactions

$9.2 BILLION
Sales Volume

$1.63 BILLION
Lease Volume

David Mitchell, SIOR/CCIM
801 860 4299
d@cbcmontana.com

COLDWELL BANKER COMMERCIAL CBS

SALE

DAVID MITCHELL, SIOR/CCIM

Principal | Broker

d@cbcmontana.com
Direct: *801.860.4299* | **Cell:** *406.794.3404*

MT #RRE-RBS-LIC-24708

PROFESSIONAL BACKGROUND

Expert in site selection for Fortune 500 Companies. Clients include Wells Fargo, Edward Jones, Govt Departments, Starbucks, McDonald's, AT&T, AutoZone, Planet Fitness, Opportunity Bank of Montana, Subway, and REITs. David's client research contain Montana tours, detailed traffic studies, onsite drone footage, gap analysis, retail absence, and psychographics coupled with trending demographics.

Beyond an MBA and B.S. in Psychology, he holds designations of SIOR and CCIM, and member of ICSC. He speaks Spanish fluently, and an Eagle Scout.

Serves on the Board of Directors (Billings Chamber of Commerce), Board of Adjustments (City of Billings, MT), Board of Directors (Riverstone Health Foundation), Co-Chair for Billings NextGEN from 2018-2020. Member of the 40 under 40 in Billings in 2018, recipient of "Big of the Year" in 2019 from Big Brothers Big Sisters of Yellowstone County, and 2020 Emerging NextGEN Leader Award from the Billings Chamber of Commerce. Top producer for Coldwell Banker Commercial in MT for 2018, 2019, and 2020.

EDUCATION

MBA, Emporia State University
B.S., University of Utah

MEMBERSHIPS

SIOR, CCIM, ICSC, EBT Graduate
Top Coldwell Banker Commercial Broker for MT (2018, 2019, 2020, 2022)
Emerging NextGEN Leader Recipient 2020, Billings Chamber of Commerce
40 under 40, Billings Gazette 2018
Board of Directors, Billings Chamber of Commerce
Board of Directors, Riverstone Health Foundation

CBS
3135 Meadow View Dr.
Billings, MT 59102
406.656.2001

Hertz, Chris

From: Pat Ryan <pat.ryan@ryanrestaurantcorp.com>
Sent: Friday, June 28, 2024 11:48 AM
To: Jim Goeppner
Subject: Re: Billings, MT: Project update

CAUTION: This email originated from outside Circle K. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jim,

As discussed earlier, it's definitely our intention to work with you/Circle K regarding the new sewer infrastructure plans.

Thanks for keeping me informed and please keep me posted on progress.

Pat Ryan

On Thu, Jun 27, 2024 at 3:40 PM Jim Goeppner <jim.goeppner@circlek.com> wrote:

> Pat:
>
> As you know, we are purchasing two parcels that are adjacent to our already existing store, which all neighbor your property. Our plan is to raze and rebuild our store on all three parcels. In connection with the rebuilding, we are working with the City to vacate a public alley way and we will be building new infrastructure, including a new sanitary sewer line. We don't know yet what the city will need or require, but we wanted you to confirm that you are willing to work with us and the city to get this new sanitary sewer infrastructure in place. We believe the new infrastructure and development will benefit your property and look forward to working with you.
>
> Please confirm receipt of this email and your willingness to review and approve the new sanitary sewer infrastructure, subject to the recommendations of the city and Circle K's approval.
>
> If you have any questions, just let us know.
>
> Thank you.

4075156 EASE
05/31/2024 12:46 PM Page 1 of 3 Fees: $24.00
eRecorded For Yellowstone County, MT
Jeff Martin, Clerk & Recorder

After Recording, Return To:
NorthWestern Energy
Lands & Permitting Department
11 East Park Street
Butte, MT 59701-1711

JOINT USE UTILITY RIGHT-OF-WAY EASEMENT

CBRE 27 LLC, a Montana limited liability company, of 4736 Silver Creek Trail, Billings, Montana 59106, hereinafter referred to as "Grantor", in consideration of $1.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to **NORTHWESTERN CORPORATION, a Delaware corporation, D/B/A NORTHWESTERN ENERGY**, 11 East Park Street, Butte, MT 59701-1711; **BRESNAN COMMUNICATIONS, LLC, by CHARTER COMMUNICATIONS, INC. Its Manager**, 12405 Powerscourt Drive St. Louis, MO 63131, Attn: Legal Operations; and **MONTANA-DAKOTA UTILITIES, CO., a Division of MDU Resources Group, Inc.,** a Delaware corporation, 400 N. Fourth Street Bismarck, ND 58501 (hereinafter collectively referred to as "GRANTEES"), their successors, assigns, and apportionees, an underground easement up to ten feet (10') in width, with additional adjacent areas to be used during times of construction, located on the existing internal roads, driveways, and any other open areas, upon which to construct, operate, maintain, replace, upgrade, and remove electric powerlines and transformers, a natural gas pipeline system, an internet communications system, a television communication system and all necessary related appurtenances which may extend beyond the easement widths, over, under, along, and across that certain real property located in **Yellowstone County, Montana**, and particularly described as follows:

TOWNSHIP 1 NORTH, RANGE 26 EAST, M.P.M., Yellowstone County, Montana

Section 32: That portion of the SE4 of said section, described as Lots 18, 19, and 20, Block 51, of Foster's Addition To The Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official Plat on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 012383

As described on Exhibit "A", attached hereto and made a part hereof.

TOGETHER with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences; and the right to clear and remove all timber, brush, or vegetation outside of the easement area that may, in the Grantee's sole opinion, endanger the powerline, communications system, transformers, pedestals, and necessary appurtenances. The Grantee may temporarily use additional working space as needed adjacent to the easement during construction.

DATED this 29 day of May, 2024.

GRANTOR: CBRE 27 LLC, a Montana limited liability company

By: _____ Neil Clark Manager
Signature Print Title

STATE OF Montana)
)ss.
COUNTY OF Yellowstone)

This instrument was acknowledged before me on May 29th, 2024,

By Neil Clark the Manager of
CBRE 27 LLC, a Montana limited liability company

(NOTARY SEAL)

Notary Signature: Trent T. Gardner
Notary Print Name: Trent T. Gardner
Notary Public for the State of MT
Residing at Billings
My Commission Expires 8-1, 2025

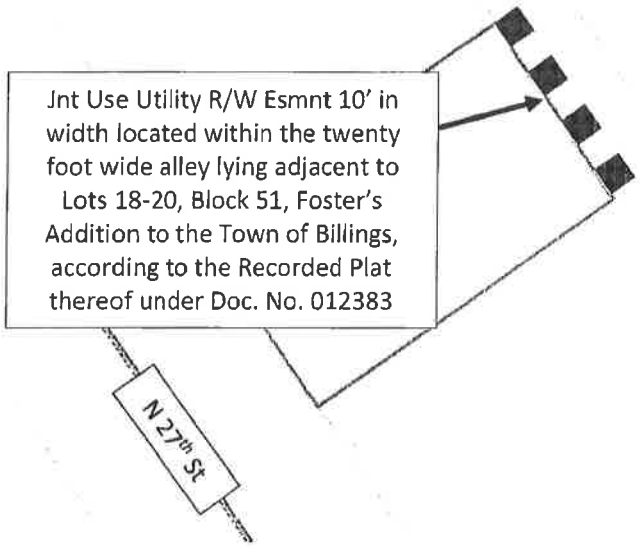
TRENT T. GARDNER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
August 1, 2025

Project: UG PLine/CBRE 27 LLC
Agent: C. Montgomery/T. Erskine
SAP No.: _____
Qrm# _____

Exhibit "A"

The following is made a part of that certain Joint Use Utility Right-Of-Way Easement dated 5-29-2024 **by and between CBRE 27 LLC, a Montana limited liability company, of 4738 Silver Creek Trail, Billings, Montana 59106, hereinafter known as"Grantor" and NORTHWESTERN CORPORATION, a Delaware corporation, D/B/A NorthWestern Energy, 11 East Park Street, Butte, MT 59701-1711, BRESNAN COMMUNICATIONS, LLC, by CHARTER COMMUNICATIONS, INC. Its Manager, 12405 Powerscourt Drive St. Louis, MO 63131, Attn: Legal Operations; and MONTANA-DAKOTA UTILITIES, CO., a Division of MDU Resources Group, Inc., a Delaware corporation, 400 N. Fourth Street Bismarck, ND 58501, hereinafter collectively referred to as "Grantees".**

All distances, areas and measurements shown below are approximate and not to scale.



Township 1 North, Range 26 East, M.P.M., Yellowstone County, MT

Section 32: That portion of the SE4 of said section, described as Lots 18, 19, and 20, Block 51, of Foster's Addition To The Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official Plat on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 012383

4075411 EASE
06/04/2024 11:05 AM Page 1 of 3 Fees: $24.00
eRecorded For Yellowstone County, MT
Jeff Martin, Clerk & Recorder

After Recording, Return To:
NorthWestern Energy
Lands & Permitting Department
11 East Park Street
Butte, MT 59701-1711

JOINT USE UTILITY RIGHT-OF-WAY EASEMENT

ROCKY MOUNTAIN OIL, LLC., a Montana limited liability company, of 6000 Clearwater Drive, Suite 300, Minnetonka, Minnesota 55343, hereinafter referred to as "Grantor", in consideration of $1.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to **NORTHWESTERN CORPORATION, a Delaware corporation, D/B/A NORTHWESTERN ENERGY**, 11 East Park Street, Butte, MT 59701-1711; **BRESNAN COMMUNICATIONS, LLC, by CHARTER COMMUNICATIONS, INC. Its Manager**, 12405 Powerscourt Drive St. Louis, MO 63131, Attn: Legal Operations; and **MONTANA-DAKOTA UTILITIES, CO., a Division of MDU Resources Group, Inc.**, a Delaware corporation, 400 N. Fourth Street Bismarck, ND 58501 (hereinafter collectively referred to as "GRANTEES"), their successors, assigns, and apportionees, an underground easement up to ten feet (10') in width, with additional adjacent areas to be used during times of construction, located on the existing internal roads, driveways, and any other open areas, upon which to construct, operate, maintain, replace, upgrade, and remove electric powerlines and transformers, a natural gas pipeline system, an internet communications system, a television communication system and all necessary related appurtenances which may extend beyond the easement widths, over, under, along, and across that certain real property located in Yellowstone County, Montana, and particularly described as follows:

TOWNSHIP 1 NORTH, RANGE 26 EAST, M.P.M., Yellowstone County, Montana

Section 32: That portion of the SE4 of said section, described as Lots 13, 14, 15, 16, 17, and 18, Block 51, of Foster's Addition To The Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official Plat on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 012383

As described on Exhibit "A", attached hereto and made a part hereof.

TOGETHER with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences; and the right to clear and remove all timber, brush, or vegetation outside of the easement area that may, in the Grantee's sole opinion, endanger the powerline, communications system, transformers, pedestals, and necessary appurtenances. The Grantee may temporarily use additional working space as needed adjacent to the easement during construction.

DATED this 20th day of May, 2024.

GRANTOR: ROCKY MOUNTAIN OIL, LLC., a Montana limited liability company

By: _____ Gary Brant VP Operations
Signature Print Title

STATE OF Minnesota)
)ss.
COUNTY OF Hennepin)

This instrument was acknowledged before me on May 20, 2024,

By Gary Brant the VP Operations of
ROCKY MOUNTAIN OIL, LLC., a Montana limited liability company

(NOTARY SEAL)

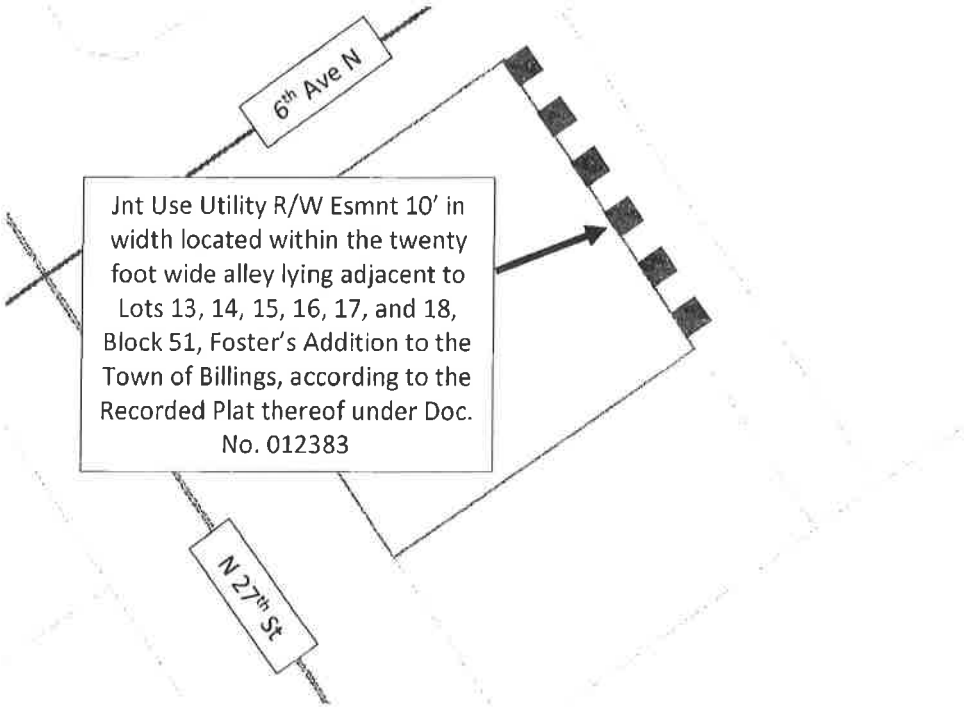
SHELLY A. SCHILLING
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

Notary Signature: _____
Notary Print Name: Shelly Schilling
Notary Public for the State of Minnesota
Residing at Hennepin Cty, MN
My Commission Expires 1-31, 2026

Project: UG PLine/Rocky Mtn. Oil, LLC.
Agent: C. Montgomery/T. Erskine
SAP No.: _____
Qrm# _____

Exhibit "A"

The following is made a part of that certain Joint Use Utility Right-Of-Way Easement dated 20th May 2024 **by and between ROCKY MOUNTAIN OIL, LLC, a Montana limited liability company, of 6000 Clearwater Drive, Suite 300, Minnetonka, Minnesota 55343, hereinafter known as"Grantor" and NORTHWESTERN CORPORATION, a Delaware corporation, D/B/A NorthWestern Energy, 11 East Park Street Butte, MT 59701-1711, BRESNAN COMMUNICATIONS, LLC, by CHARTER COMMUNICATIONS, INC. Its Manager, 12405 Powerscourt Drive St. Louis, MO 63131, Attn: Legal Operations; and MONTANA-DAKOTA UTILITIES, CO., a Division of MDU Resources Group, Inc., a Delaware corporation, 400 N. Fourth Street Bismarck, ND 58501, hereinafter collectively known as "Grantees".**
All distances, areas and measurements shown below are approximate and not to scale.



Township 1 North, Range 26 East, M.P.M., Yellowstone County, MT

Section 32: That portion of the SE4 of said section, described as Lots 13, 14, 15, 16, 17, and 18, Block 51, of Foster's Addition To The Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official Plat on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 012383

4075235 EASE
06/03/2024 08:07 AM Page 1 of 3 Fees: $24.00
eRecorded For Yellowstone County, MT
Jeff Martin, Clerk & Recorder

After Recording, Return To:
NorthWestern Energy
Lands & Permitting Department
11 East Park Street
Butte, MT 59701-1711

JOINT USE UTILITY RIGHT-OF-WAY EASEMENT

Michael W. Ryan ("Mike"), as Settlor, originally established the Michael W. Ryan Trust (the "Trust") on October 26, 2007, and named Colleen Ryan, as the initial trustee of the Trust. The Trust was amended on December 20, 2012 to accept the resignation of Colleen Ryan, as trustee of the Trust, and designated Mike as the successor trustee of the Trust.
MICHAEL W. RYAN, Trustee of the Michael W. Ryan Trust, dated October 26, 2007, of 2600 6TH Avenue North, Billings, Montana 59101, hereinafter referred to as "Grantor", in consideration of $1.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to **NORTHWESTERN CORPORATION, a Delaware corporation, D/B/A NORTHWESTERN ENERGY**, 11 East Park Street, Butte, MT 59701-1711, **BRESNAN COMMUNICATIONS, LLC, by CHARTER COMMUNICATIONS, INC. Its Manager**, 12405 Powerscourt Drive St. Louis, MO 63131, Attn: Legal Operations; and **MONTANA-DAKOTA UTILITIES, CO., a Division of MDU Resources Group, Inc.,** a Delaware corporation, 400 N. Fourth Street Bismarck, ND 58501 (hereinafter collectively referred to as "GRANTEES"), their successors, assigns, and apportionees, an underground easement up to ten feet (10') in width, with additional adjacent areas to be used during times of construction, located on the existing internal roads, driveways, and any other open areas, upon which to construct, operate, maintain, replace, upgrade, and remove electric powerlines and transformers, a natural gas pipeline system, an internet communications system, a television communication system and all necessary related appurtenances which may extend beyond the easement widths, over, under, along, and across that certain real property located in Yellowstone County, Montana, and particularly described as follows:

TOWNSHIP 1 NORTH, RANGE 26 EAST, M.P.M., Yellowstone County, Montana

Section 32: That portion of the SE4 of said section, described as Lots 5, 6, 7, 8, 9, 10, 11, and 12, Block 51, of Foster's Addition To The Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official Plat on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 012383

As described on Exhibit "A", attached hereto and made a part hereof.

TOGETHER with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences; and the right to clear and remove all timber, brush, or vegetation outside of the easement area that may, in the Grantee's sole opinion, endanger the powerline, communications system, transformers, pedestals, and necessary appurtenances. The

Grantee may temporarily use additional working space as needed adjacent to the easement during construction.

DATED this 22nd day of May, 2024.

GRANTOR: MICHAEL W. RYAN, Trustee of the Michael W. Ryan Trust, dated October 26, 2007

By: M W Ryan Michael Ryan
Signature Print

STATE OF Montana)
COUNTY OF Yellowstone) **ss.**

This instrument was acknowledged before me on May 22, 2024,

By **MICHAEL W. RYAN the Trustee of the Michael W. Ryan Trust, dated October 26, 2007**

(NOTARY SEAL)

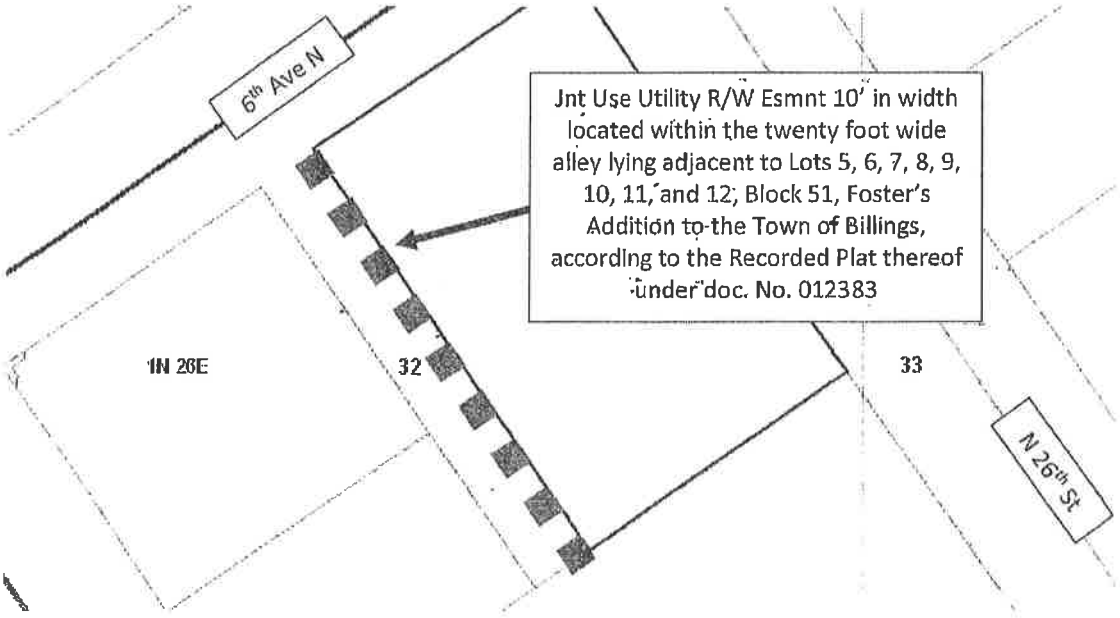
CHRISTIE J HALVORSON NOTARY PUBLIC for the State of Montana Residing at Billings, Montana My Commission Expires June 25, 2024

Notary Signature: Christie J. Halvorson
Notary Print Name: Christie J. Halvorson
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires June 25, 2024

Project: UG PLine/M.W.Ryan,TrusteeM.W. Ryan Trust
Agent: C. Montgomery/T. Erskine
SAP No.: _____
Qrm# _____

Exhibit "A"

The following is made a part of that certain Joint Use Utility Right-Of-Way Easement dated May 22, 2024 **by and between MICHAEL W. RYAN, Trustee of the Michael W. Ryan Trust, dated October 26, 2007, of 2600 6TH Avenue North, Billings, Montana 59101, hereinafter known as"Grantor" and NORTHWESTERN CORPORATION, a Delaware corporation, D/B/A NorthWestern Energy, of 11 East Park Street, Butte, MT 59701-1711, BRESNAN COMMUNICATIONS, LLC, by CHARTER COMMUNICATIONS, INC. Its Manager, 12405 Powerscourt Drive St. Louis, MO 63131, Attn: Legal Operations; and MONTANA-DAKOTA UTILITIES, CO., a Division of MDU Resources Group, Inc., a Delaware corporation, 400 N. Fourth Street Bismarck, ND 58501, hereinafter collectively referred to as "Grantees".**
All distances, areas and measurements shown below are approximate and not to scale.



Township 1 North, Range 26 East, M.P.M., Yellowstone County, MT

Section 32: That portion of the SE4 of said section, described as Lots 5, 6, 7, 8, 9, 10, 11, and 12, Block 51, of Foster's Addition To The Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official Plat on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 012383

City Council Regular

Date:	07/22/2024
Title:	Acceptance of Perpetual Right-of-Way Easements from G2 Investments, LLC.
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council accept the Perpetual Right-of-Way Easements from G2 Investments LLC.

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

The annexation of the G2 Investments, LLC. property, located at 3030 South Frontage Road, and associated annexation agreement was approved by City Council on October 9, 2023. The annexation agreement required the Developer to grant the City a 20-foot wide easement along the eastern property line and a 30-foot wide easement along the southern portion of the property for a future multi-use trail. The Developer is required to construct a 10-foot wide multi-use trail along the South Frontage Road. If the trail does not fit within the existing South Frontage Road right-of-way, the Developer is required to grant the City an easement along the South Frontage Road. A 10-foot easement along the South Frontage Road is included with this action to allow for placement of the trail along Lots 6 and 7. The developer is only developing along Lots 6 and 7 at this time. It is unknown whether the trail will be located within the South Frontage Road right-of-way, or within an easement in the future when Lots 3-5 are developed. If the trail is required to be on the lots, the developer will be required to dedicate an easement for those lots. In summary, attached are easements for City acceptance that cover the northern, eastern, and southern portions of the property as required by the annexation agreement.

ALTERNATIVES

City Council may:

- Approve the perpetual right-of-way easements; or,
- Not approve the perpetual right-of-way easements. If the easements are not approved, the trail cannot be constructed along the Yellowstone River in this area or along the eastern side of the property.

FISCAL EFFECTS

There is no significant financial impact to the City with acceptance of the perpetual right-of-way easements. The annexation agreement requires these easements and requires the Developer to construct a 10-foot wide multi-use trail along the South Frontage Road. There is currently no project budgeted to construct the multi-use trail along the river and along the eastern property line of the tracts in the future.

Attachments

Easements
Annexation Agreement

PERPETUAL RIGHT-OF-WAY EASEMENTS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this ____day of _____, 20__, the undersigned, G2 Investments LLC, whose principal address is 3030 South Frontage Road, Billings, MT 59101 and mailing address is PO Box 2023, Fargo, ND 58107, hereinafter called "Grantor", hereby grants and conveys unto the City of Billings, a municipal corporation and political subdivision of the State of Montana, whose principal address is City Hall, 210 North 27th Street, Billings, Montana 59101, hereinafter called "Grantee", perpetual easements and rights-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana:

East Multi-Use Trail Easement (Exhibit A, attached hereto and incorporated herein)

A 20-foot wide trail easement lying 10 feet on each side of the following described centerline commencing at a found corner on the south boundary of Lot 3 (marked "YPC, POINT OF COMMENCEMENT") of Riverside Acreage Tracts Subdivision; thence N63° 38' 58"E a distance of 68.72 feet to the Point of Beginning; thence N00° 47' 54"W a distance of 462.94 feet to a point on the northern boundary of Lot 3.

Sidelines of above-described easement shall be shortened or extended to intersect with the northern boundary of Lot 3 of Riverside Acreage Tracts Subdivision, and the northern boundary of a 30-foot wide trail easement filed under Doc. No. _____ _____.

South Multi-Use Trail Easement (Exhibit B, attached hereto and incorporated herein)

A 30-foot wide trail easement lying 15 feet on each side of the following described centerline commencing at a point on the western boundary of Lot 7 (marked "YPC, POINT OF COMMENCEMENT") of Riverside Acreage Tracts Subdivision; thence N00° 47' 54"W following the western boundary of Lot 7 a distance of 43.94 feet to the Point of Beginning; thence N55° 54' 04"E a distance of 32.50 feet; thence N51° 28' 26"E a distance of 32.85 feet; thence N57° 13' 58"E a distance of 43.33 feet; thence N59° 42' 59"E a distance of 48.41 feet; thence N50° 46' 34"E a distance of 43.68 feet; thence N54° 14' 08"E a distance of 54.85 feet; thence N60° 00' 48"E a distance of 72.34 feet; thence N46° 58' 55"E a distance of 48.81 feet; thence N43° 25' 00"E a distance of 54.49 feet; thence N32° 24' 32"E a distance of 32.86 feet; thence N33° 47' 30"E a distance of
31.44 feet; thence N49° 14' 03"E a distance of 34.62 feet; thence N53° 35' 49"E a distance of 46.36 feet; thence N62° 30' 07"E a distance of 38.93 feet; thence N68° 33' 41"E a distance of 70.39 feet; thence N53° 21' 58"E a distance of 205.05 feet; thence N89° 32' 03"E a distance of 76.80 feet to a point on the common boundary between Lots 2 and 3 of Riverside Acreage Tracts Subdivision.

Sidelines of above-described easement shall be shortened or extended to intersect with the western boundary of Lot 7 of Riverside Acreage Tracts Subdivision and the eastern boundary of Lot 3 of Riverside Acreage Tracts Subdivision.

North Multi-Use Trail Easement (Exhibit C, attached hereto and incorporated herein)

A 10-foot wide trail easement lying 5 feet on each side of the following described centerline commencing at the northwest corner of Lot 7 (marked "YPC, POINT OF COMMENCEMENT") of Riverside Acreage Tracts Subdivision; thence S00° 47' 54"E following the western boundary of Lot 7 a distance of 5.81 feet to the Point of Beginning; thence N58° 38' 40"E a distance of 11.46 feet; thence N60° 06' 37"E a distance of 43.95 feet; thence N60° 36' 20"E a distance of 257.80 feet; thence N58° 42' 28"E a distance of 6.46 feet; thence N56° 48' 37"E a distance of 68.10 feet to a point within Lot 5 of Riverside Acreage Tracts Subdivision.

Sidelines of above-described easement shall be shortened or extended to intersect with the western boundary of Lot 7 of Riverside Acreage Tracts Subdivision, and shall end 5 feet on each side of the described centerlines eastern terminus.

These perpetual rights-of-way easements herein granted and conveyed to Grantee are for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, using, and replacing a public multi-use trail, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, using, and replacing said public multi-use trail.

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-ways, 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, nor cause to be planted within the easement right-of-ways, any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee. Grantor agree that authorized representatives of the Grantee can freely travel within the easement rights-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.

3. 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 Grantee and its authorized representatives for any and all damages to the property that may be caused within said easement rights-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 rights-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement rights-of-way by authorized representatives of the Grantee in exercise of any of their rights under this easement rights-of-way, provided , however, Grantor shall have no obligation to restore any damage to the easement right-of-way, except to the extent caused by Grantor.

    - 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, but not for damage caused by others.

4. Grantor warrants and covenants that there are no liens or other encumbrances on the described tracts.

5. The restrictions, Covenants and Hold Harmless Agreement herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

IN WITNESS WHEREOF, the GRANTOR warrants that they have good right to convey, free and clear of all encumbrances, the above-described interest in the real estate described and have set their hand.

G2 Investments LLC

By:_____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of G2 Investments LLC, and who acknowledged to me that said Grantor executed the same.

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

_____
Notary Public in and for the State of _____
Printed name:_____
Residing at:_____
My commission expires:_____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt and hereby accepts the property interest conveyed through this instrument.

_____
Mayor William A. Cole, City of Billings

ATTEST: _____
Denise R. Bohlman, City Clerk

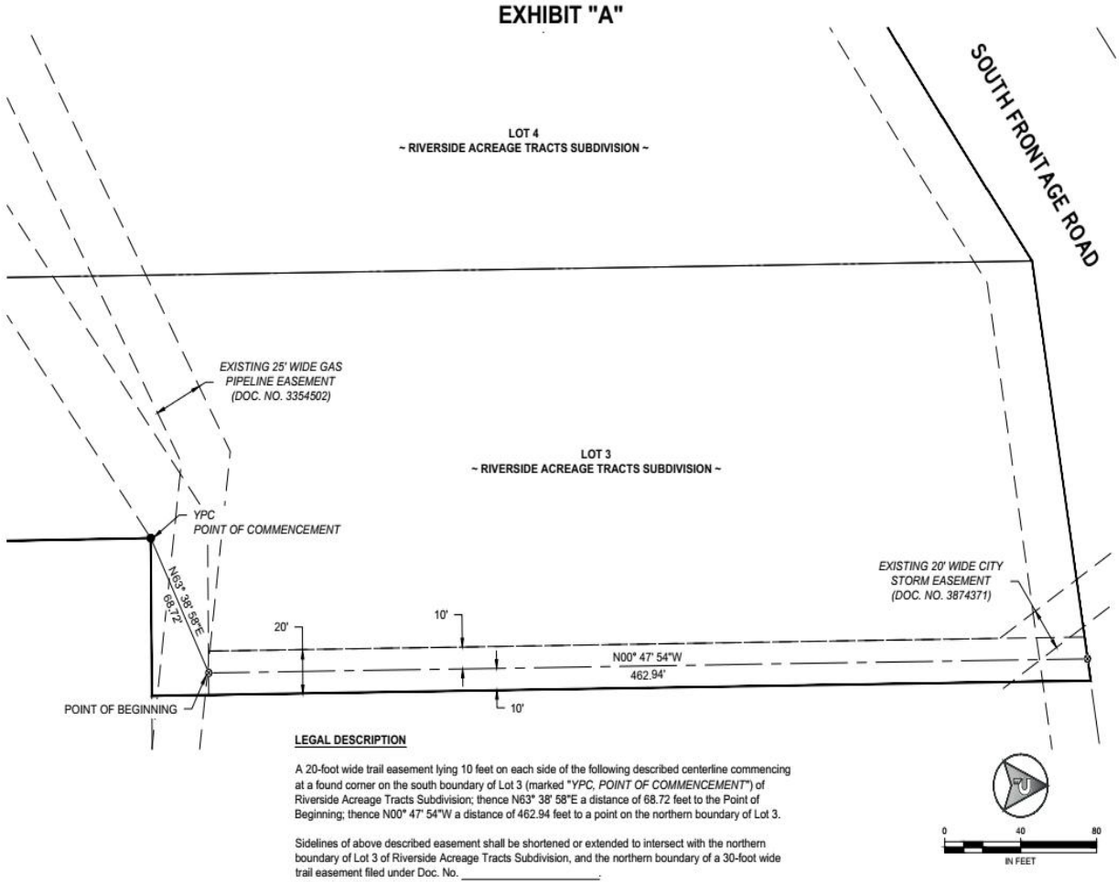
STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____ , 20___ , before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____ , known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

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

_____
Notary Public in and for the State of Montana

EXHIBIT "A"

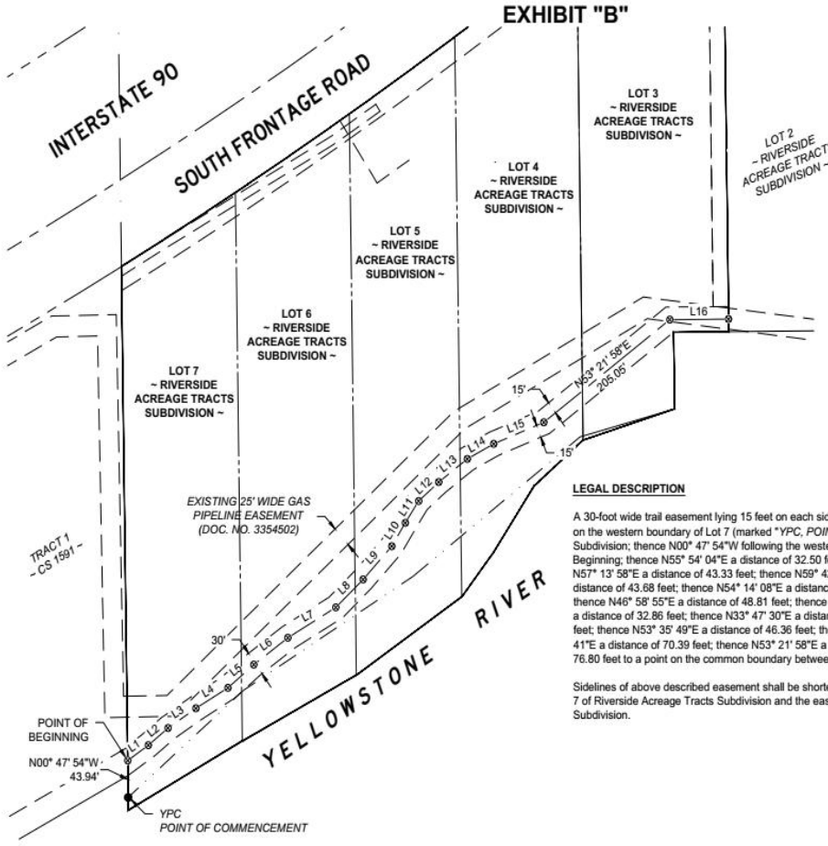


LEGAL DESCRIPTION

A 20-foot wide trail easement lying 10 feet on each side of the following described centerline commencing at a found corner on the south boundary of Lot 3 (marked "*YPC, POINT OF COMMENCEMENT*") of Riverside Acreage Tracts Subdivision; thence N63° 38' 58"E a distance of 68.72 feet to the Point of Beginning; thence N00° 47' 54"W a distance of 462.94 feet to a point on the northern boundary of Lot 3.

Sidelines of above described easement shall be shortened or extended to intersect with the northern boundary of Lot 3 of Riverside Acreage Tracts Subdivision, and the northern boundary of a 30-foot wide trail easement filed under Doc. No. _____.

EXHIBIT "B"



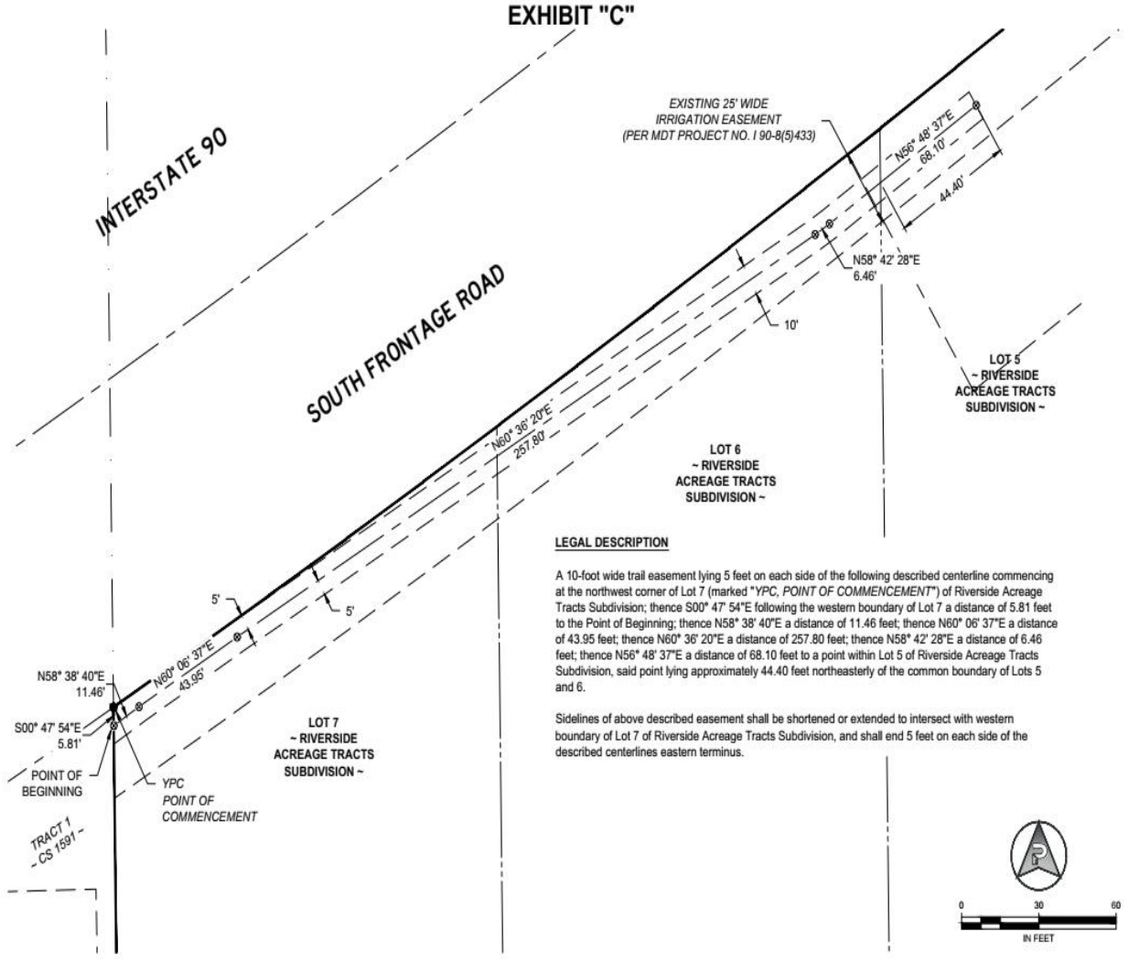
Easement Centerline Table		
Line #	Length	Direction
L1	32.50	N55° 54' 04"E
L2	32.85	N51° 28' 26"E
L3	43.33	N57° 13' 58"E
L4	48.41	N59° 42' 59"E
L5	43.68	N50° 46' 34"E
L6	54.85	N54° 14' 08"E
L7	72.34	N60° 00' 48"E
L8	48.81	N46° 58' 55"E
L9	54.49	N43° 25' 00"E
L10	32.86	N32° 24' 32"E
L11	31.44	N33° 47' 30"E
L12	34.62	N49° 14' 03"E
L13	46.36	N53° 35' 49"E
L14	38.93	N62° 30' 07"E
L15	70.39	N68° 33' 41"E
L16	76.80	N89° 32' 03"E

LEGAL DESCRIPTION

A 30-foot wide trail easement lying 15 feet on each side of the following described centerline commencing at a point on the western boundary of Lot 7 (marked "*YPC, POINT OF COMMENCEMENT*") of Riverside Acreage Tracts Subdivision; thence N00° 47' 54"W following the western boundary of Lot 7 a distance of 43.94 feet to the Point of Beginning; thence N55° 54' 04"E a distance of 32.50 feet; thence N51° 28' 26"E a distance of 32.85 feet; thence N57° 13' 58"E a distance of 43.33 feet; thence N59° 42' 59"E a distance of 48.41 feet; thence N50° 46' 34"E a distance of 43.68 feet; thence N54° 14' 08"E a distance of 54.85 feet; thence N60° 00' 48"E a distance of 72.34 feet; thence N46° 58' 55"E a distance of 48.81 feet; thence N43° 25' 00"E a distance of 54.49 feet; thence N32° 24' 32"E a distance of 32.86 feet; thence N33° 47' 30"E a distance of 31.44 feet; thence N49° 14' 03"E a distance of 34.62 feet; thence N53° 35' 49"E a distance of 46.36 feet; thence N62° 30' 07"E a distance of 38.93 feet; thence N68° 33' 41"E a distance of 70.39 feet; thence N53° 21' 58"E a distance of 205.05 feet; thence N89° 32' 03"E a distance of 76.80 feet to a point on the common boundary between Lots 2 and 3 of Riverside Acreage Tracts Subdivision.

Sidelines of above described easement shall be shortened or extended to intersect with the western boundary of Lot 7 of Riverside Acreage Tracts Subdivision and the eastern boundary of Lot 3 of Riverside Acreage Tracts Subdivision.

EXHIBIT "C"



LEGAL DESCRIPTION

A 10-foot wide trail easement lying 5 feet on each side of the following described centerline commencing at the northwest corner of Lot 7 (marked "*YPC, POINT OF COMMENCEMENT*") of Riverside Acreage Tracts Subdivision; thence S00° 47' 54"E following the western boundary of Lot 7 a distance of 5.81 feet to the Point of Beginning; thence N58° 38' 40"E a distance of 11.46 feet; thence N60° 06' 37"E a distance of 43.95 feet; thence N60° 36' 20"E a distance of 257.80 feet; thence N58° 42' 28"E a distance of 6.46 feet; thence N56° 48' 37"E a distance of 68.10 feet to a point within Lot 5 of Riverside Acreage Tracts Subdivision, said point lying approximately 44.40 feet northeasterly of the common boundary of Lots 5 and 6.

Sidelines of above described easement shall be shortened or extended to intersect with western boundary of Lot 7 of Riverside Acreage Tracts Subdivision, and shall end 5 feet on each side of the described centerlines eastern terminus.

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Jeff Martin Clerk & Recorder, Yellowstone MT

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

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this 19th day of December, 2023, by and between G2 Investments, LLC, PO Box 2023, Fargo, ND 58107 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:

> Lots 3, 4, 5, 6, and 7 of Riverside Acreage Tracts Subdivision, according to the official plat of file and of record in the office of the Clerk and Recorder of said County, under Document No. 651367
>
> hereinafter referred to as "Developer Tracts"

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

WHEREAS, DEVELOPER desires to annex Developer Tracts to the City; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. 23-11169 for the Developer Tracts contingent upon an Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

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

1. *Roads and Access.* The Developer Tracts will be accessed by way of approaches along South Frontage Road. Said approaches, including design

and number of approaches, must be reviewed and approved by the Montana Department of Transportation (MDT) and the City of Billings, who may require a traffic impact study at the time of development. The approaches must meet current MDT and City codes and regulations.

2. *Sanitary Sewer.* The Developer Tracts will be served by extending the existing sanitary sewer main in South Frontage Road. DEVELOPER will be responsible for connecting, constructing and extending sewer services from the sanitary sewer main in South Frontage Road to the property lines. DEVELOPER shall be responsible to construct a 12-inch sanitary sewer main along the South Frontage Road to the easternmost property line of the Developer Tracts. DEVELOPER shall dedicate any right-of-way necessary to extend the sanitary sewer main. If requested by DEVELOPER, City staff will forward a Compensation Agreement to City Council for approval of one-half of the cost to construct the sanitary sewer main since there are no property owners along the north side of the South Frontage Road.

   DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits. Improvement plans must be submitted to the City of Billings and Montana Department of Transportation for approval.

3. *Water.* The Developer Tracts will be served by an existing water main in South Frontage Road. DEVELOPER will be responsible for connecting, constructing, and extending water services from the water main in South Frontage Road to the property lines.

   DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits. Improvement plans must be submitted to the City of Billings and Montana Department of Transportation for approval.

   DEVELOPER shall be responsible for reimbursement to the City's South Tax Increment Fund for the portion of water main that was previously paid for by City's Tax Increment Fund fronting the Developer Tracts.

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tracts in accordance with the City of Billings Stormwater Management Manual (2018). Stormwater services will be connected and extended at DEVELOPER's cost to the City-County Storm Drain located in South Frontage Road. Improvement plans must be submitted to the City of Billings and Montana Department of Transportation for approval.

5. *Right-of-Way.* Public right-of-way will be dedicated at no cost to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan, in accordance with the City of Billings Subdivision Regulations.

6. *Street Improvements.* DEVELOPER may be required to complete a traffic impact study at the time of development that will determine required improvements to South Frontage Road. The traffic impact study, if required, will be submitted for review and approval by the City of Billings and Montana Department of Transportation. The traffic study shall be prepared and paid for by DEVELOPER. Any street improvements required per the traffic study shall be installed at the DEVELOPER's cost.

7. *Sidewalks and/or Multi-use Trail.* DEVELOPER shall construct a 10-foot wide multi-use trail generally parallel and along the South Frontage Road along the entire lot frontage of Developer Tracts. The trail can be located within or outside of the Frontage Road right-of-way. If the trail is placed outside of the South Frontage Road right-of-way, DEVELOPER shall grant to the City a public easement for the trail at no cost to the City. The trail shall be constructed at the time of lot development. The development shall be responsible for the maintenance of the trail after construction.

   DEVELOPER shall grant to the City of Billings a 20-foot-wide easement along the eastern property line of the Developer Tracts for a future multi-use trail running north to south. DEVELOPER shall grant to the City of Billings a 30-foot-wide easement along the southern portion of the property, paralleling the Yellowstone River, that is buildable for a future multi-use trail. The easement would allow the construction of a multi-use trail along with amenities associated with the trail. These easements shall be granted at no cost to the City.

8. *Future Intersection Contributions.* A traffic impact study will be required if Developer Tracts are developed to determine DEVELOPER's contributions to future intersection improvements if development exceeds 500 trips/day. 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.

9. *Public Improvements.* Should the City perform improvements listed in the Agreement or not listed in the Agreement benefitting the Developer Tracts, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction,

reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer Tracts can be included in a Special Improvements District for improvements identified in the Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, policies, and fees that are applicable to the development, redevelopment, or use of the subject property. Final plats or other dedications of the Developer Tracts will be transmitted to the City for City Council acceptance of dedication of right-of-way and public easements. Dedications, deeds or conveyances will be in the name of the City after the effective date of the annexation and will be forwarded to the City Council for acceptance.

11. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

13. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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Jeff Martin Clerk & Recorder, Yellowstone MT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"DEVELOPER"

G2 Investments LLC

By: _____

Title: Member

STATE OF North Dakota)
:ss.
County of Cass)

On this 15 day of December, 2023 before me, a Notary Public in and for the State of North Dakota personally appeared David Gadberry, known to me to be the person who signed the foregoing instrument as the Member of G2 Investments LLC, and who acknowledged to me that said DEVELOPER executed the same.

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

RENEE A. KNODLE
Notary Public
State of North Dakota
My Commission Expires July 9, 2024

Renee A. Knodle
Notary Public in and for the State of North Dakota
Printed name: Renee A. Knodle
Residing at: 406 3rd St East Horace ND
My commission expires: July 9, 2024

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Jeff Martin Clerk & Recorder, Yellowstone MT

This Agreement is hereby approved and accepted by City of Billings, this 8th day of January, 2024.

"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 8th day of January, 2024, 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 NOTARIAL SEAL STATE OF MONTANA
WYNNETTE J. MADDOX
NOTARY PUBLIC for the
State of Montana
Residing at Shepherd, Montana
My Commission Expires
September 16, 2026

Wynnette J Maddox
Notary Public in and for the State of Montana
Printed name: Wynnette J Maddox
Residing at: Shepherd MT
My commission expires: 9-16-2026

Approved as to Form:

City Attorney

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Jeff Martin Clerk & Recorder, Yellowstone MT

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

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

Lots 3, 4, 5, 6, and 7 of Riverside Acreage Tracts Subdivision, according to the official plat of file and of record in the office of the Clerk and Recorder of said County, under Document No. 651367

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"DEVELOPER"

G2 Investments LLC

By: _____

Title: Member

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Jeff Martin Clerk & Recorder, Yellowstone MT

STATE OF North Dakota
:ss.
County of Cass)

On this 15 day of December, 2023, before me, a Notary Public in and for the State of North Dakota personally appeared David Cradberry, known to me to be the person who signed the foregoing instrument as the member of G2 Investments LLC, and who acknowledged to me that said DEVELOPER executed the same.

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

RENEE A. KNODLE
Notary Public
State of North Dakota
My Commission Expires July 9, 2024

Renee A. Knodle
Notary Public in and for the State of North Dakota
Printed name: Renee A. Knodle
Residing at: 406 3rd St East Horace, ND
My commission expires: July 9, 2024

City Council Regular

Date:	07/22/2024
Title:	Lake Hills Subdivision, 40th Filing - City Major Final Plat
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00005

RECOMMENDATION

Staff recommends the City Council approve the final plat of Lake Hills Subdivsiion, 40th Filing.

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

On July 1, 2024, WWC Engineering on behalf of Ron S Hill, applied for final plat approval for Lake Hills Subdivision, 40th Filing. The proposed subdivision creates 13 lots for development. The subject property is generally located south of Greenbriar Road and east of Clubhouse Way. The property is zoned N3 - Suburban Neighborhood Residential. The land is currently vacant. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

STAKEHOLDERS

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

ALTERNATIVES

The City Council may approve or deny the final plat of Lake Hills Subdivision, 40th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

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

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

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

FISCAL EFFECTS

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

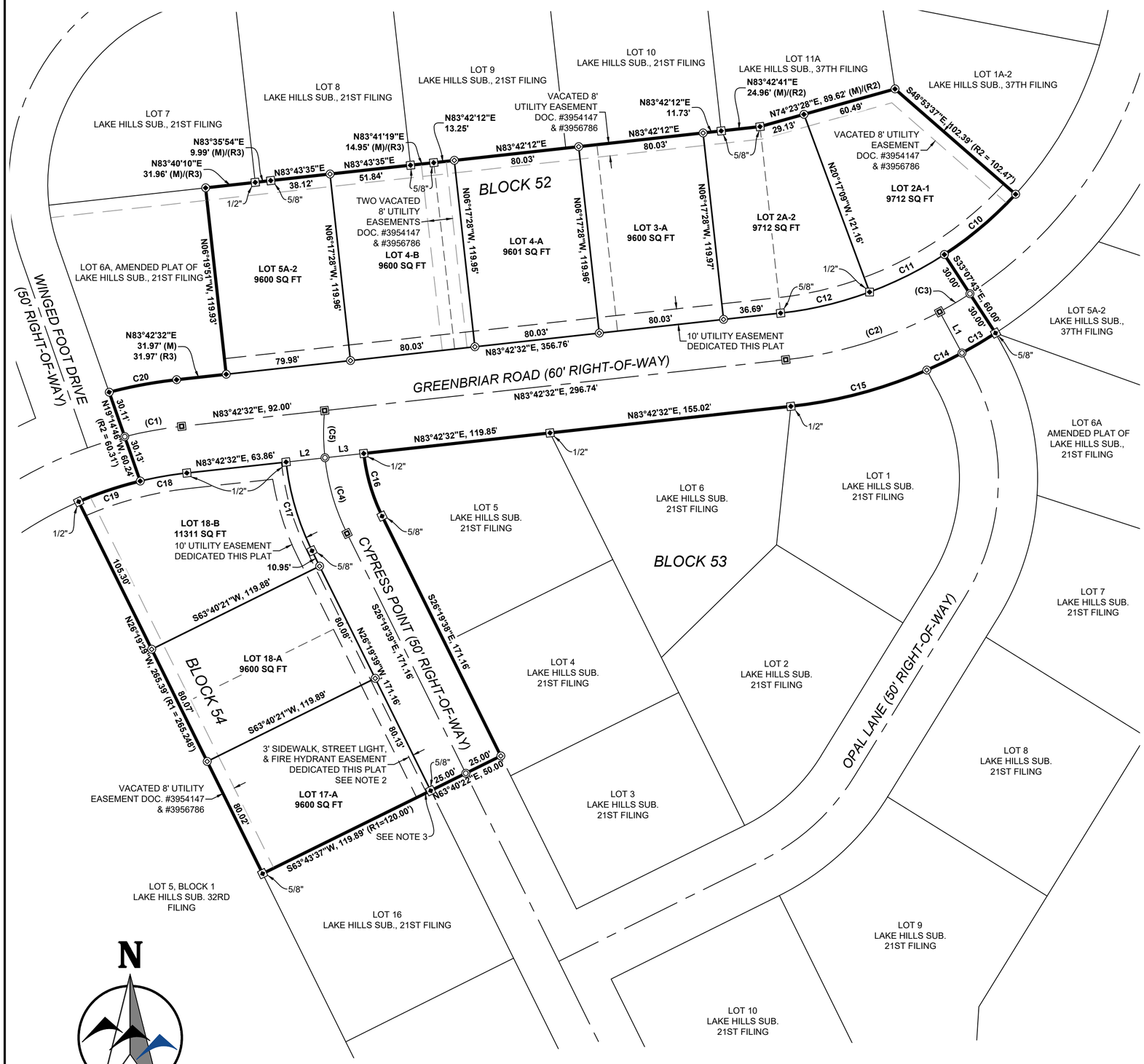
Attachments

Final Plat
Final SIA
Conditions of Approval

PLAT OF LAKE HILLS SUBDIVISION, 40TH FILING

BEING LOT 3 AND LOT 4, BLOCK 52, AND LOT 17, AND LOT 18, BLOCK 54,
OF LAKE HILLS SUBDIVISION, 21ST FILING, DOCUMENT NO. 612471,
AND LOT 2A AND LOT 5A OF AMENDED PLAT OF LAKE HILLS SUBDIVISION, 21ST FILING FILED AS DOCUMENT NO. 3931042,
WITHIN THE NW1/4 OF SECTION 16, T01N, R26E, P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: RON S. HILL
DATE SURVEYED: NOVEMBER 2023
PREPARED BY: WWC ENGINEERING



LEGEND

- FOUND BALD REBAR AS NOTED
- FOUND PURPLE PLASTIC CAP (BRUCKNER 63052 LS)
- SET 5/8"x24" REBAR W/ YELLOW PLASTIC CAP (ZISKA 18636 LS)
- SET CENTERLINE MONUMENT (BRASS CAP SET IN CONCRETE)
- NOTHING SET OR FOUND
- DEDICATED EASEMENT AS NOTED
- PREVIOUS LOT LINES
- (M) MEASURED DISTANCE
- (R1) RECORD DISTANCE (LAKE HILLS SUBDIVISION, 21ST FILING DOCUMENT NO. 612471)
- (R2) RECORD DISTANCE (PLAT OF LAKE HILLS SUBDIVISION, 37TH FILING DOCUMENT NO. 3954145)
- (R3) RECORD DISTANCE (AMENDED PLAT OF LAKE HILLS SUBDIVISION, 21ST FILING DOCUMENT NO. 3931042)

NOTES

1. BASIS OF BEARING: NAD83(2011) MONTANA STATE PLANE COORDINATE SYSTEM. GRID BEARINGS, GROUND DISTANCES (COMBINED FACTOR 1.0005544145)
2. LOT FRONT SETBACKS SHALL BE DETERMINED FROM BACK OF THE 3' SIDEWALK, STREET LIGHT, AND FIRE HYDRANT EASEMENT WHERE LOT FRONTAGE IS DETERMINED ALONG CYPRESS POINT. APPLICABLE LOTS INCLUDE LOT 17-A, LOT 18-A, AND LOT 18-B OF BLOCK 54.
3. SIDEWALK TRANSITIONS FROM 3-FOOT BOULEVARD WALK IN LAKE HILLS SUBDIVISION, 21ST FILING TO 5-FOOT BOULEVARD WALK IN LAKE HILLS SUBDIVISION, 40TH FILING WILL OCCUR ON THE 40TH FILING LOT FRONTAGES. THIS APPLIES TO CYPRESS POINT, WHICH HAS A 50-FOOT RIGHT-OF-WAY. THE LAYOUT OF SUCH TRANSITIONS SHALL BE APPROVED BY THE CITY OF BILLINGS ENGINEERING DEPARTMENT AT THE TIME OF BUILDING PERMIT APPROVAL.
4. SIDEWALKS ON GREENBRIAR ROAD WITH A 60-FOOT RIGHT-OF-WAY WILL BE INSTALLED WITH A 5-FOOT BOULEVARD WALK.
5. MEASURED DISTANCES EQUAL RECORD DISTANCES UNLESS NOTED.

ROAD CENTERLINE CURVE TABLE

CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
(C1)	270.00'	37.10'	7°52'24"	N79°46'20"E	37.08'
(C2)	270.00'	97.32'	20°39'05"	N73°23'00"E	96.80'
(C3)	270.00'	28.69'	6°05'19"	N60°00'47"E	28.68'
(C4)	145.00'	50.70'	20°02'04"	S16°18'37"E	50.45'
(C5)	145.00'	30.22'	11°56'26"	S0°19'22"E	30.17'

LINE TABLE

LINE NO.	LENGTH	BEARING
L1	30.00'	N28°18'32"W
L2	25.00'	N83°42'32"E
L3	25.00'	N83°42'32"E

CURVE TABLE

CURVE NO.	RADIUS (M)	LENGTH (M)	DELTA (M)	CHORD BEARING (M)	CHORD LENGTH (M)	RADIUS (R)	LENGTH (R)	DELTA (R)
C10	240.00'	59.88'	14°17'40"	S49°46'02"W	59.72'			
C11	240.00'	53.62'	12°47'59"	N63°18'51"E	53.50'			
C12	240.00'	58.62'	13°59'41"	N76°42'42"E	58.48'			
C13	300.00'	25.03'	4°46'49"	S59°17'45"W	25.02'			
C14	300.00'	25.03'	4°46'49"	S64°04'34"W	25.02'			
C15	300.00'	90.28'	17°14'34"	N75°05'15"E	89.94'			
C16	120.00'	41.96'	20°02'03"	S16°18'37"E	41.75'	120.00' (R1)	41.888' (R1)	
C17	170.00'	59.44'	20°02'05"	S16°18'36"E	59.15'	170.00' (R1)	59.341' (R1)	
C18	240.00'	30.31'	7°14'09"	N80°05'27"E	30.29'			
C19	240.00'	41.55'	9°55'12"	N71°30'47"E	41.50'	240.00' (R2)	41.57' (R2)	9°55'24"(R2)
C20	300.00'	43.89'	8°22'57"	N79°31'04"E	43.85'	300.13' (R3)	43.88' (R3)	8°22'39"(R3)

LEGAL DESCRIPTION AND PROPERTY OWNER CERTIFICATE OF DEDICATION

State of Montana)
: SS
County of Yellowstone)

KNOW ALL BY THESE PRESENTS: That we, the undersigned owners, do hereby certify that we, have caused to be surveyed, subdivided, and platted into lots blocks roads and alleys and other divisions and dedications, as shown by this plat hereunto included, the following described tract of land, to wit:

The parcels situated in the NW1/4 of Section 16, T.01N., R.26E., P.M.M., City of Billings, Yellowstone County, Montana, being Lot 3 and Lot 4, Block 52; Lot 17 and Lot 18, Block 54 of Lake Hills Subdivision, 21st Filing, filed as Document No. 612471; and Lot 2A and 5A of Amended Plat of Lake Hills Subdivision, 21st Filing filed as Document No. 3931042 in the Office of the Yellowstone County Clerk and Recorder, said described parcel contains a gross and net area of 2.03 acres, more or less, exclusive of the previously dedicated Greenbriar Road and Cypress Point and subject to any and all easements, reservations, restrictions and conveyances of record.

The above described tract of land is to be known and designated as LAKE HILLS SUBDIVISION, 40TH FILING, City of Billings, Yellowstone County, Montana. The undersigned do hereby grant unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair, removal of lines over, under and across the areas designated on the plat as Utility Easement to have and hold forever. The lands designated as public right-of-way are hereby granted and dedicated to the use of the public forever shall include the portions of Greenbriar Road and Cypress Point shown on the plat.

Dated this _____ Day of _____, 20_____

Ron S. Hill, Living Trust

_____
Ron S. Hill, Trustee

ACKNOWLEDGMENTS

State of Montana)
: SS
County of Yellowstone)

On this _____ day of _____ , 20____, before me, the undersigned a notary public for the State of _____, personally appeared Ron S. Hill, Trustee of Ron S. Hill Living Trust, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

_____

Notary Public for the State of _____

CERTIFICATE OF CITY COUNCIL APPROVAL

The City Council of the City of Billings, Yellowstone County, Montana does hereby certify that the accompanying plat for LAKE HILLS SUBDIVISION, 40TH FILING has been duly examined and have found the same to conform to the law and hereby approve it.

Dated this _____ day of _____, 20____

_____
City of Billings, Montana

BY: _____
Mayor

ATTEST: _____
City Clerk

NOTICE OF APPROVAL

STATE OF MONTANA)
: ss
County of Yellowstone)

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

Dated this _____ day of _____, 20____

_____ _____
President Executive Secretary

CERTIFICATE OF CITY ATTORNEY

This Subdivision Plat has been reviewed by the City Attorney's Office and is acceptable to form.

Dated this _____ day of _____, 20____

_____
Reviewed by

ERRORS AND OMISSIONS REVIEW

Reviewed for errors and omissions in calculations and drafting this _____ day of _____, 20_____, pursuant to section 76-3-611(2)(a), M.C.A.

_____
Examining Land Surveyor

Reg. No. _____

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that I have examined the annexed plat and find that it conforms with Section 76-4-125(1)(d) MCA, removing sanitary restrictions since the plat is inside a master planning area and is provided with municipal facilities for the supply of water and disposal of sewage and solid waste.

Dated this _____ day of _____, 20____

_____
City Engineer's Office

CERTIFICATE OF SURVEYOR

I, Jake K. Ziska, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of November 2023, a survey was performed under my supervision of a tract of land to be known as LAKE HILLS SUBDIVISION, 40TH FILING, in accordance with the request of the owner thereof and in conformance with Montana Subdivision and Platting Act; said subdivision being in accordance with the Landowner's Certificate and as shown on the plat; that the monuments found and set are of the character and occupy the positions shown hereon.

Dated this _____ day of _____, 20____

_____
Jake K. Ziska
Registration Number 18636 LS

MONTANA
JAKE K. ZISKA
No. 18636LS
LICENSED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF COUNTY TREASURER

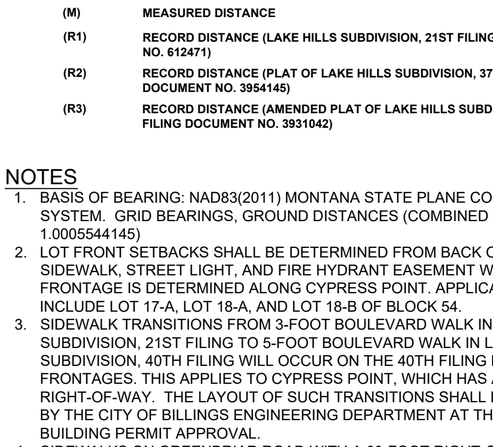
I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes and special assessments assessed and levied on the land described on this Subdivision Plat and encompassed by the proposed division have been paid.

Dated this _____ day of _____, 20____

_____
Deputy Treasurer
Yellowstone County, Montana

VICINITY MAP

1"=500'



SUBDIVISION IMPROVEMENTS AGREEMENT

Document No. _____

CERTIFICATE OF FILING BY CLERK AND RECORDER

QRTR.	SEC.	TWP.	RGE.
☒	16	01N.	26E.

LAKE HILLS SUBDIVISION, 40TH FILING

JOB#: 2022-019

REVISIONS	
Date	By

WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210

Drawn By: AMR | Checked By: AMR/JKZ | Date: JAN 2024 | Scale: 1" = 50'

PLOT STYLE: 04/15/2020 WWC COLOR.stb
FILE PATH: K:\Billings\IRON HILL\2022019 Lake Hills Subdivision 40th Filing\05CAD\Design\2022019-PLAT V2.1.dwg

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

Lake Hills Subdivision, 40th Filing

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SUBDIVISION IMPROVEMENTS AGREEMENT

& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

Lake Hills Subdivision, 40th Filing

This agreement is made and entered into this 28TH day of JUNE, 2024, by and between Ron S. Hill Living Trust, whose address for the purpose of this agreement is **P.O. Box 50636; Billings, Montana 59105**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 25 day of April, 2024, the Board of Planning recommended conditional approval of a preliminary plat of Lake Hills Subdivision, 40th Filing; and

WHEREAS, at a regular meeting conducted on 22 day of May, 2024, the City Council conditionally approved a preliminary plat of Lake Hills Subdivision, 40th Filing; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to Lake Hills Subdivision, 40th Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

A. No variances are being requested for this subdivision.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of home construction. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Front setbacks for those lots included in the subdivision with frontage determined along Cypress Point shall be calculated from the back of 3-foot sidewalk, street light, and fire hydrant easement rather than front of lot line/edge of right-of-way. This applies to Lots 17-A, 18-A, and 18-B of Block 54.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil survey and Geotechnical Engineering Report for Lake Hills Subdivision, 21st Filing, prepared by Rimrock Engineering, Inc. (July 2, 2019), indicate that there could be potential limitations for proposed construction on the lots. Refer to Section IX for discussion of the geotechnical study completed for some of the lots within the Subdivision. All permitted structures within city limits are required by the City of Billings to obtain and follow a geotechnical report prior to construction.

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

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvements district which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. The Subdivider and subsequent contractors/builders acknowledge that a Stormwater Pollution and Prevention Plan (SWPPP) are required to be filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Association with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

Streets

- Rights-of-way widths of 60-feet for Greenbriar Road and 50-feet for Cypress Point have already been dedicated in previous filings. The previous filings also included a 50-foot radius cul-de-sac at the southerly end of Cypress Point.
- The Owner shall construct public streets, and curb & gutter within the Subdivision.

  Streets fronting lots within the Subdivision shall be constructed as 34' back of curb to back of curb. The cul-de-sac at the southerly end of Cypress Point shall be constructed with a City of Billings approved standard detail. These roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings' site development ordinance and city subdivision regulations.
- The construction costs have been funded and no additional monetary security is required.

Sidewalks

- The Owner will install corner intersection handicap ramps.
- Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of home construction and shall be included in each building permit.
- Sidewalk transitions from 3-foot boulevard walk in Lake Hills Subdivision, 21st Filing to 5-foot boulevard walk in Lake Hills Subdivision, 40th Filing will occur on the 40th Filing lot frontages. This applies to Cypress Point, which has a 50-foot right-of-way. The layout of such transitions shall be approved by the City of Billings Engineering Department at the time of building permit approval.
- Sidewalks on Greenbriar Road with a 60-foot right-of way will be installed with a 5-foot boulevard walk.

Street Lighting

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

Traffic Control Devices

- Traffic control devices are not required for this subdivision but are included in the waiver of right to protest.
- The Owner will furnish and install street name signs for streets within the subdivision or located immediately adjacent thereto in accordance with the specifications of the City of Billings Public Works and Fire Departments.

Access

- Access to the lots will be from drive approaches installed at the time of lot development from streets built with this Subdivision. Access permits shall be obtained from City Engineering.

Billings Area Bikeway and Trails Master Plan (BABTMP)

- This subdivision is located within the jurisdiction of the BABTMP, but no trail corridors are identified within this subdivision area.

Public Transit

- This subdivision does not require improvements to ensure public transit service. The nearest transit stop is at the intersection of Wicks Lane and Gleneagles Boulevard.

IV. EMERGENCY SERVICE

The Billings Fire Department currently provides fire protection for the subdivision.

At the time of future lot development construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to meet fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber plywood, wood trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted be the City of Billings.

At a minimum, the following is required:

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

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A master plan is in place for Lake Hills Subdivision and all Future stormwater improvements will be reviewed and approved by the Engineering Division to comply

with said plan. The new storm drainage improvements shall be constructed as part of SID 1421. The construction costs have been funded through the establishment of SID 1421 and no additional monetary security is required.

Internal stormwater drainage will flow to the end of Cypress point to discharge through the storm easement south of the cul-de-sac or will drain to the northeast and continue down Greenbriar Road to inlets discharging to the golf course. Discharge will be to storm dispersion ponds northeast and south of the subdivision located on Lake Hills Golf Course property. Flows leaving the stormwater dispersion ponds will continue in the direction they have historically flowed.

To help prevent stormwater drainage entering the subdivision, exterior storm drainage will be directed southerly onto Lake Hills Golf Course property on the west side of the subdivision flowing to a stormwater dispersion pond located south of the subdivision.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the County Water District of Billings Heights and Public Works Department – Distribution and Collection Division, respectively. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater construction fees in effect shall be submitted with the applications.

It is acknowledged that the properties subject to this Subdivision Improvements Agreement shall be subject to the appropriate water and wastewater local and interior construction fees in effect at the time of payment. Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above.

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

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

Water

The County Water District of Billings Heights serves the property. There is an existing 8-inch water main located in Greenbriar Road that currently terminates at

both East and West edges of the subdivision. SID 1421 will extend the 8-inch water main along the length of Greenbriar Road through the subdivision. An 8-inch water main will be installed along the lengths of Cypress Point and Opal Lane. New water services will be installed for all lots in the subdivision.

Sanitary Sewer

Sanitary sewer mains and services will be extended from those that are existing in the subdivision. An existing 8-inch main is located at the intersection of Greenbriar Road and Opal Lane and currently terminates near the east edge of the proposed subdivision at a manhole with stub outs to Greenbriar Road and Opal Lane. SID 1421 will install a new 8-inch sanitary sewer mains from the existing 8-inch main and run west along Greenbriar Road and southwest along Opal Lane to service lots. A new 8-inch main will be installed along Cypress Point connecting to the sanitary main within Opal Lane. New sewer services will be installed for all lots in the subdivision.

Power, Telephone, Gas, and Cable Television

Private utility facilities (power, natural gas, telephone, and cable) will be installed during construction and located within the right-of-way and utility easements shown on the plat.

VII. PARKS/OPEN SPACE

There is no parkland requirement for this subdivision as the parkland requirement has been previously met.

VIII. IRRIGATION

No irrigation ditch, field laterals, or irrigation easements exist in this subdivision.

IX. SOILS/GEOTECHNICAL STUDY

According to the Geotechnical Engineering Report for Lake Hills Subdivision, 21st Filing, prepared by Rimrock Engineering, Inc. (July 2, 2019), some soils found in this area consist of potentially compressible clay soils over sandstone shale bedrock at or near foundation and concrete slab elevations. Field and laboratory test results indicate that some site soils are compressible and potentially expansive with increased moisture which can be detrimental to lightly loaded structures.

Subsurface conditions vary from one location to another and the structural characteristics may vary from one structure to another. Currently all permitted structures within city limits are required by the City of Billings to obtain and follow a geotechnical report prior to construction.

X. PHASING OF IMPROVEMENTS

There are no intended phasing improvements.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements through Special Improvements District No. 1421. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district and the improvements shall be installed as approved by the City Engineer and the City of Billings Public Works and County Water District of Billings Heights.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors and assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" Ron S. Hill, Living Trust

Ron S. Hill, Trustee

Trustee, Ron S. Hill

STATE OF MONTANA)

: ss

County of Yellowstone)

On this 28TH day of JUNE, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Ron S. Hill, Trustee of Ron S. Hill Living Trust, known to me to who executed the foregoing instrument and acknowledged to me that he/she executed the same.

AARON M. REDLAND NOTARY PUBLIC for the State of Montana Residing at Billings, Montana My Commission Expires December 20, 2024

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

This agreement is hereby approved and accepted by the City of Billings, this _____day of _____, 2024.

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)

: ss

County of Yellowstone)

On this____ day of _____, 2024, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

Waiver of Right to Protest

FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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

The real property hereinabove mentioned is more particularly described as follows:
Lake Hill Subdivision, 40th Filing

Signed and dated this 25TH day of JUNE, 2024.

Ron S. Hill Living Trust

Ron S. Hill, Trustee

Trustee, Ron S. Hill

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 25TH day of JUNE, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Ron S. Hill, Trustee of Ron S. Hill Living Trust, known to me to be the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public in and for the State of Montana
Printed name: AARON M REDLAND
Residing at: BILLINGS, MT
My commission expires: DEC. 20, 2024

AARON M. REDLAND
NOTARY PUBLIC for the
State of Montana
Residing at Billings,
Montana
My Commission Expires
December 20, 2024

CITY OF
Billings
MAYOR'S OFFICE

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

May 22, 2023

John Bruckner
WWC Engineering
550 S 24th St W, Ste. 201
Billings, MT 59102

Dear Applicant/Engineer:

On May 22, 2023, the Billings City Council conditionally approved the preliminary plat of Lake Hills Subdivision, 40th Filing, subject to the following conditions of approval:

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

William A. Cole

William A. Cole, Mayor

City Council Regular

Date:	07/22/2024
Title:	Resolution to Authorize Submission of a Montana Coal Endowment Grant
Presented by:	Ted Wilson, Grants Coordinator
Department:	City Hall Administration
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council pass a resolution authorizing the submission of a grant application to the Montana Coal Endowment Program infrastructure planning grant in the amount of $40,000, and confirming Council's support of the local match of $10,000 to satisfy the requirements of the MCEP.

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

The 2023 Montana Legislature provided additional funding through the Montana Coal Endowment Program to fund community planning efforts around infrastructure improvements. Public Works is submitting a preliminary engineering report (PER) planning grant application to the MCEP to help fund a PER for a storm water project in the Olympic Park subdivision (Monad and Shiloh). The grant request is $40,000 and requires a minimum 20% match ($10,000) of the project cost. The attached resolution provides the Montana Department of Commerce, Community MT division, with assurance that the Council supports the grant application and is prepared to fund the match. The match is in the storm water budget.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

If awarded, the grant would fund $40,000 of a project that was already in the planning stages for FY25. This would allow Public Works staff to reallocate the $40,000 of City funds to another project.

SUMMARY

This resolution asks Council to support the submission of a grant application to the Montana Department of Commerce, Community MT Division, Montana Coal Endowment Program in the amount of $40,000. The resolution also confirms Council support of the local match of $10,000 to satisfy the requirements of the MCEP.

City Council Regular

Date:	07/22/2024
Title:	Resolution Authorizing the Sale and Prescribing the Form and Terms for the Expanded North 27th Street Bonds
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

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

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

On January 22, 2024, Council approved a resolution authorizing the issuance and private negotiated sale of tax increment bonds. The bonds will finance the conversion of one-way to two-way streets downtown. The project will also include upgrading traffic and pedestrian signals, improvements to off-street parking, and landscaping. The purpose of the project is to facilitate pedestrian safety, improve traffic flow, improve public parking, and enhance access to local businesses within the district. Once council approves this resolution, the closing can take place on August 1, and the bond proceeds will be distributed.

ALTERNATIVES

There are no viable alternatives as the City has signed a bond purchase agreement with Stifel.

FISCAL EFFECTS

The January 22nd parameters resolution set limitations on the maximum aggregate principal amount, exclusive of premium or discount, not to exceed $5,750,000, with a maximum interest rate of 6.50%. Stifel agreed to purchase the Series 2024B bonds at the aggregate purchase price of $4,173,224.80 (representing the par amount of the Series 2024B Bonds, less underwriter's compensation of $40,750.00 and plus net original issue premium of $138,974.80). The true interest rate on the bonds is 4.21% with final maturity of 2043

The debt service payments will be paid from the tax increment funds from the district.

Attachments

bond resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO $4,075,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), SERIES 2024B; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR" (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 July 22, 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 22nd day of July, 2024.

(SEAL)

_____
City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO $4,075,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), SERIES 2024B; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR

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

Section 1. Authorizations and Recitals.

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

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

1.03. The 2024 Project. The City proposes to undertake the design, engineering and construction of one-way to two-way street conversions and a pedestrian walking bridge in the District, together with related improvements (collectively, the "2024 Project"). The purpose of the 2024 Project is to facilitate pedestrian safety, improve traffic flow, and enhance access to local businesses within the District. Pursuant to the Act and the Ordinance, the Council approved the 2024 Project as an urban renewal project and declared its intention to use tax increment revenue from the District to finance the 2024 Project, all as set forth in the Plan.

. Pursuant to Resolution No. 24-11178, adopted on January 22, 2024 (the "Parameters Resolution"), this Council determined that it is in the best interests of the City to issue its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024B (the "Series 2024B Bonds"), as authorized by Section 7-15-4301(1)(a) of the Act and the Resolution, for the purpose of financing costs of the 2024 Project and paying costs of issuance of the Series 2024B Bonds. The City has reserved the right under Sections 4.01 and 4.02 of the Original Resolution (as defined herein), as amended, to issue Additional Bonds for the purpose of providing funds to pay the costs of one or more Projects, which Additional Bonds

shall be payable and secured ratably and equally and on a parity with Outstanding Bonds, upon compliance with the provisions of Section 4.01 and 4.02 of the Original Resolution, as amended.

Pursuant to the Parameters Resolution, this Council authorized the negotiated sale of the Series 2024B Bonds to Stifel, Nicolaus & Company (the "Original Purchaser") and authorized the City Administrator and the City Finance Director to enter into the Bond Purchase Agreement, dated as of July 9, 2024, with the Original Purchaser (the "Bond Purchase Agreement"), pursuant to which the Original Purchaser agreed to purchase the Series 2024B Bonds at the aggregate purchase price of $4,173,224.80 (representing the par amount of the Series 2024B Bonds, less underwriter's compensation of $40,750.00 and plus net original issue premium of $138,974.80), in each case, subject to the terms and conditions of the Bond Purchase Agreement and the Resolution. The true interest cost of the Series 2024B Bonds is 4.214892%. The sale of the Series 2024B Bonds to the Original Purchaser is hereby ratified and confirmed. The Series 2024B Bonds constitute Additional Bonds under and pursuant to the Original Resolution.

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

Costs of 2024 Project	$4,016,773.00
Premium for Bond Insurance and 2024B Reserve Policy	85,650.08
Costs of Issuance	70,801.72
Underwriter's Discount	40,750.00
Total:	$4,213,974.80

. Pursuant to the Act and Resolution No. 13-19253, adopted by the Council on March 25, 2013 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 20-10878 and 24-11201 adopted by the Council on June 22, 2020 and May 28, 2024, respectively, and as further amended and supplemented hereby (the Original Resolution, as so amended and supplemented, the "Resolution"), the City has issued the Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Taxable) Series 2013B (the "Series 2013B Bonds"), its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2020 (the "Series 2020 Bonds"), and its Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Urban Renewal Area), Series 2024A (the "Series 2024A Bonds"). Upon the issuance of the Series 2024B Bonds, there are no other obligations of the City in respect of the Tax Increment, other than the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds, certain Parity Insurer Reimbursement Amounts, and the Subordinate Obligations described below.

Exhibit A attached hereto reflects the debt service payments on the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds, and the Series 2024B Bonds. The maximum combined Principal and Interest Requirements on the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds, and the Series 2024B Bonds is $1,345,950. Based on Tax Increment of $2,963,563 received by the City in Fiscal Year 2023, the City estimates that the Tax Increment to be received by the City each Fiscal Year will be at least $2,963,563 per year. Accordingly, the estimated Tax Increment to be received by the City in each fiscal year is expected to be sufficient to pay the maximum aggregate annual debt service on the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds, the Series 2024B Bonds, and the Subordinate Obligations, and the Tax Increment received in Fiscal Year 2023 ($2,963,563) was equal to at least 130% of the estimated maximum Principal and Interest Requirements for any

future calendar year ($1,749,735) with respect to the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds, and the Series 2024B Bonds.

In addition, the Tax Increment received by the City in Fiscal Year 2023 ($2,963,563) and the Tax Increment estimated to be received by the City in each of the next succeeding three Fiscal Years ($2,963,563) is estimated to be equal to at least 140% of the maximum Principal and Interest Requirements for any future calendar year ($1,884,330) with respect to the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds, and the Series 2024B Bonds.

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

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

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

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

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

(a) no persons will be displaced from their housing by the 2024 Project;

(b) the Plan and the 2024 Project conform to the comprehensive plan or parts thereof of the City as a whole;

(c) the Plan and the 2024 Project afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment in the District by private enterprise;

(d) a sound and adequate financial program exists for the financing of the 2024 Project, which program includes the City's use of the proceeds of the Series 2024B Bonds;

(e) the 2024 Project is in the best interests of the City;

(f) the 2024 Project is authorized under the Plan and constitutes an urban renewal project within the meaning of the Act;

(g) the estimated Tax Increment to be received by the City, as set forth in Section 1.06, and pledged to the payment of the Series 2024B Bonds and other Outstanding Bonds will be sufficient to pay the Principal and Interest Requirements thereon when due;

(h) it is in the best interests of the City to issue and sell the Series 2024B Bonds to finance the costs of the 2024 Project a provided in the Resolution; and

(i) the findings and determinations made by this Council in the Plan are hereby ratified and confirmed.

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

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

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. The Series 2024B Bonds shall be designated "Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024B." The Series 2024B Bonds shall be in the denomination of $5,000 each or any integral multiple thereof of single maturities. The Series 2024B Bonds shall mature on July 1 in the years and amounts listed below, and the Series 2024B Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

Year	Amount	Interest Rate
2025	$ 60,000	5.000%
2026	50,000	5.000
2027	75,000	5.000
2028	70,000	5.000

2029	100,000	5.000
2030	105,000	5.000
2031	135,000	5.000
2032	145,000	5.000
2033	180,000	5.000
2034	185,000	5.000
2039*	1,230,000	5.000
2043*	1,740,000	4.000

*Term Bonds subject to mandatory sinking fund redemption as set forth in Section 2.07.

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

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

. Each Series 2024B Bond shall be originally dated as of August 1, 2024, and upon authentication of any Series 2024B Bond the Registrar shall indicate thereon the date of such authentication.

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

(a) Bond Register. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2024B Bonds and the registration of transfers and exchanges of Series 2024B Bonds entitled to be registered, transferred or exchanged.

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

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

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

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

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

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

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

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

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

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

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

. The Series 2024B Bonds having Stated Maturities in 2039 and 2043 are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in $5,000 principal amounts selected by the Registrar, by lot or other manner as directed by the City, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

2039 Term Bond		2043 Term Bond	
July 1	Sinking Fund Payment Amount	July 1	Sinking Fund Payment Amount
2035	$190,000	2040	$410,000
2036	205,000	2041	425,000
2037	215,000	2042	445,000
2038	230,000	2043*	460,000
2039*	390,000		

*Stated Maturity.

If the Series 2024B Bonds having Stated Maturities in 2039 and 2043 are not previously purchased by the City in the open market or prepaid, $390,000, in principal amount of such Series 2024B Bonds would remain to mature in 2039 and $460,000 in principal amount of such Series 2024B Bonds would remain to mature in 2043. The principal amount of the Series 2024B Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Series 2024B Bonds theretofore redeemed at the option of this Council and as to which the City has not previously applied amounts to reduce the principal amount of such Series 2024B Bonds on a Sinking Fund Payment Date.

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

the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

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(a) For purposes of this Section 2.09, the following terms shall have the following meanings:

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

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

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

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

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

(b) The Series 2024B Bonds of each series shall be initially issued as separately authenticated fully registered Series 2024B Bonds, and one Series 2024B Bond shall be issued in the principal amount of each stated maturity of each series of the Series 2024B Bonds. Upon initial issuance, the ownership of such Series 2024B Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 2024B Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2024B Bonds, selecting the Series 2024B Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Series 2024B Bonds under this Resolution, registering the transfer of Series 2024B Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2024B Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2024B Bonds, with respect to any notice which is permitted or required to be given to Owners under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2024B Bonds, or with respect to any consent given or other action taken by DTC as Owner of the Series 2024B Bonds. So long as any Series 2024B Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2024B Bond, and shall give all notices with respect to such Series 2024B Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and

effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Series 2024B Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Series 2024B Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2024B Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for one or both series of Series 2024B Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2024B Bonds of such series in the form of certificates. In such event, the Series 2024B Bonds of such series will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2024B Bonds of one or both series at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2024B Bonds of such series will be transferable in accordance with paragraph (e) hereof.

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

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

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

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3.01. Application of Proceeds. Simultaneously with the delivery of the Series 2024B Bonds, the City Finance Director shall cause the proceeds of the Series 2024B Bonds in the amount of $4,173,224.80 (reflecting a principal amount of $4,075,000.00, plus net original issue premium of $138,974.80, less underwriter's discount of $40,750.00) to be deposited as follows:

(i) $4,016,773.00 shall be deposited in the Construction Account to pay costs of the 2024 Project; and

(ii) $156,451.80 shall be deposited in the Construction Account to pay the premium on the municipal bond insurance policy and the 2024B Reserve Policy and to pay costs of issuance of the Series 2024B Bonds.

Upon closing of the sale of the Series 2024B Bonds on August 1, 2024, the Reserve Account will be funded by the 2024B Reserve Policy with respect to the Series 2024B Bonds.

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

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

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

. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Series 2024B Bonds pursuant to the Resolution, are authorized and directed to execute and deliver to the Original Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2024B Bonds, it is reasonably expected that the proceeds of the Series 2024B Bonds will not be used in a manner that would cause the Series 2024B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

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

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

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. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Supplemental Resolution.

. This Supplemental Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 22nd day of July, 2024.

_____

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

Aggregate Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S
7/01/2025	60,000.00	5.000%	170,820.83	230,820.83	1,018,730.00	1,249,550.83
7/01/2026	50,000.00	5.000%	183,350.00	233,350.00	1,015,017.50	1,248,367.50
7/01/2027	75,000.00	5.000%	180,850.00	255,850.00	1,016,405.00	1,272,255.00
7/01/2028	70,000.00	5.000%	177,100.00	247,100.00	1,023,735.00	1,270,835.00
7/01/2029	100,000.00	5.000%	173,600.00	273,600.00	1,023,700.00	1,297,300.00
7/01/2030	105,000.00	5.000%	168,600.00	273,600.00	1,024,200.00	1,297,800.00
7/01/2031	135,000.00	5.000%	163,350.00	298,350.00	1,023,300.00	1,321,650.00
7/01/2032	145,000.00	5.000%	156,600.00	301,600.00	1,020,100.00	1,321,700.00
7/01/2033	180,000.00	5.000%	149,350.00	329,350.00	1,015,450.00	1,344,800.00
7/01/2034	185,000.00	5.000%	140,350.00	325,350.00	1,019,300.00	1,344,650.00
7/01/2035	190,000.00	5.000%	131,100.00	321,100.00	1,021,200.00	1,342,300.00
7/01/2036	205,000.00	5.000%	121,600.00	326,600.00	1,016,150.00	1,342,750.00
7/01/2037	215,000.00	5.000%	111,350.00	326,350.00	1,019,350.00	1,345,700.00
7/01/2038	230,000.00	5.000%	100,600.00	330,600.00	1,015,350.00	1,345,950.00
7/01/2039	390,000.00	5.000%	89,100.00	479,100.00	139,400.00	618,500.00
7/01/2040	410,000.00	4.000%	69,600.00	479,600.00	140,000.00	619,600.00
7/01/2041	425,000.00	4.000%	53,200.00	478,200.00	140,400.00	618,600.00
7/01/2042	445,000.00	4.000%	36,200.00	481,200.00	140,600.00	621,800.00
7/01/2043	460,000.00	4.000%	18,400.00	478,400.00	140,600.00	619,000.00
7/01/2044	-	-	-	-	140,400.00	140,400.00
Total	**$4,075,000.00**	**-**	**$2,395,120.83**	**$6,470,120.83**	**$15,113,387.50**	**$21,583,508.33**

EXHIBIT B

Subordinate Obligations

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

EXHIBIT C

PROVISIONS RELATING TO BOND INSURANCE

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

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

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

"Insured Bonds" means the Issuer's Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024B.

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

"Issuer" means the City of Billings, Montana.

"2024B Reserve Policy" means the debt service reserve insurance policy issued by the Insurer and deposited in the Reserve Account with respect to the Series 2024B Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In each case in which the notice or other communication refers to a claim on the Insurance Policy, the 2024B Reserve Policy or an Event of Default, such notice or other communication shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be

sent to the attention of the General Counsel at the above address and at generalcounsel@agltd.com.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

PROVISIONS RELATING TO 2024B RESERVE POLICY

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

(a) The City of Billings, Montana (the "Issuer") shall repay, solely from Tax Increment, any draws under the 2024B Reserve Policy and pay all related reasonable expenses incurred by Assured Guaranty Municipal Corp. (the "Insurer") and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of: (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then-applicable highest rate of interest on the Bonds; and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the Issuer had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

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

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

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

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

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

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

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

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

(e) The Registrar shall ascertain the necessity for a claim upon the 2024B Reserve Policy in accordance with the provisions of subparagraph (a) hereof and provide notice to the Insurer in accordance with the terms of the 2024B Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the Issuer with the Registrar to the Bond Account for the Bonds more often than semi-annually, the Registrar shall give notice to the Insurer of any failure of the Issuer to make timely payment in full of such deposits within two Business Days of the date due.

EXHIBIT E

[Form of Series 2024B Bonds]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS, MONTANA

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

No. _____ $_____

Rate	Maturity Date	Date of Original Issue	CUSIP
_____%	July 1,	August 1, 2024	090141

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS AND NO/100

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

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

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

This Bond is one of a duly authorized issue of Bonds of the City designated as "Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area)" (collectively, the "Bonds"), issued and to be issued in one or more series under, and all equally and ratably secured by Resolution No. 13-19253, adopted by the City Council on March 25, 2013 (the "Original Resolution"), as amended by Resolution Nos. 20-10878, 24-11201, and 24-[___], adopted by the City Council on June 22, 2020, May 28, 2024, and July 22, 2024, respectively (the Original Resolution, as amended or supplemented in accordance with the provisions thereof, the "Resolution"), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Owners of the Bonds and the City and the terms upon which the Bonds are to be issued and delivered. As provided in the Resolution, the Bonds are issuable in series which may vary as in the Resolution provided or permitted. This Bond is one of the series specified in its title, issued in the aggregate principal amount of $4,075,000 (the "Series 2024B Bonds"), all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2024B Bonds are issued by the City for the purpose of (i) financing costs of an urban renewal project (as defined in the Act) within the City's Expanded North 27th Street Urban Renewal Area (the "District"), (ii) paying the premium for a municipal bond insurance policy and a reserve account insurance policy for the Series 2024B Bonds, and (iii) paying costs of issuance of the Series 2024B Bonds. The Series 2024B Bonds are payable and secured ratably and equally and on a parity with the City's Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Taxable) Series 2013B (the "Series 2013B Bonds"), the City's Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2020 (the "Series 2020 Bonds"), the Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Urban Renewal Area), Series 2024A (the "Series 2024A Bonds"), and any Additional Bonds hereafter issued pursuant to the Resolution. To the extent Additional Bonds are insured under a municipal bond insurance policy or Reserve Policy and Parity Insurer Reimbursement Amounts are due and owing with respect thereto, such Parity Insurer Reimbursement Amounts shall be secured by Tax Increment and shall be payable on a parity with the Bonds; provided, however, that Parity Insurer Reimbursement Amounts due and owing with respect to a Reserve Policy shall be subject to the priority of the credit and payment provisions applicable to the Reserve Account and otherwise as set forth under the Resolution. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

The Series 2024B Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Title 7, Chapter 15, Parts

42 and 43, as amended (the "Act"), and pursuant to the Resolution. The Bonds are payable solely and ratably from Tax Increment received by the City and resulting from the extension of ad valorem taxes levied by certain Taxing Bodies against the incremental taxable value of properties within the District pursuant to the Act, except that under certain conditions as described in the Resolution, the Bonds may be payable from replacement revenues, if any, provided in the event of the abolition or substantial elimination of property taxation in Montana.

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

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

The Series 2024B Bonds having Stated Maturities in 2039 and 2043 are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in $5,000 principal amounts selected by the Registrar, by lot or other manner as directed by the City, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

2039 Term Bond		2043 Term Bond	
July 1	Sinking Fund Payment Amount	July 1	Sinking Fund Payment Amount
2035	$190,000	2040	$410,000
2036	205,000	2041	425,000
2037	215,000	2042	445,000
2038	230,000	2043*	460,000
2039*	390,000		

*Stated Maturity.

If the Series 2024B Bonds having Stated Maturities in 2039 and 2043 are not previously purchased by the City in the open market or prepaid, $390,000, in principal amount of such Series 2024B Bonds would remain to mature in 2039 and $460,000 in principal amount of such Series 2024B Bonds would remain to mature in 2043. The principal amount of the Series 2024B Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Series 2024B Bonds theretofore redeemed at the option of this Council and as to which the City has not previously applied amounts to reduce the principal amount of such Series 2024B Bonds on a Sinking Fund Payment Date.

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

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

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Montana and ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2024B Bond a valid and binding special, limited obligation of the City in accordance with its terms have been done, do exist, have happened and have been performed as so required; that this Series 2024B Bond has been issued by the City in connection with an urban renewal project (as defined in the Act); that the City, in and by the Resolution, has validly made and entered into covenants and agreements with and for the benefit of the Owners from time to time of all Bonds issued thereunder, including covenants that it will pledge, appropriate and credit the Tax Increment to the Tax Increment Debt Service Fund of the City; that Additional Bonds may be issued and made payable from the Tax Increment Debt Service Fund on a parity with the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds and the Series 2024B Bonds upon certain conditions set forth in the Resolution, but no obligation (other than certain Parity Insurer Reimbursement Amounts as described in the Resolution) will be otherwise incurred and made payable from the Tax Increment, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds and the Series 2024B Bonds on the Tax Increment; that all provisions for the security of the Owners of the Bonds as set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of the Series 2024B Bonds does not cause the obligations of the City to exceed any constitutional or statutory limitation of indebtedness.

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

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

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Seal)

(Facsimile Signature)
CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

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

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

By_____
Authorized Signature

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

TEN COM --	as tenants in common	UTMA.....Custodian..... (Cust) (Minor)
TEN ENT --	as tenants by the entireties	
		under Uniform Gifts to
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	Minor Act..... (State)

_____

Additional abbreviations may also be used.

ASSIGNMENT

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

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

_____

_____

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

SIGNATURE GUARANTEED

_____

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

EXHIBIT F

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE UNDERTAKING is made by the CITY OF BILLINGS, MONTANA (the "City") in connection with the issuance and delivery by the City of its $4,075,000 Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024B (the "Series 2024B Bonds"), as of this 1st day of August, 2024.

(a) Purpose and Beneficiaries. The Series 2024B Bonds were issued by the City in a public offering pursuant to an Official Statement dated July 9, 2024 with respect to the Series 2024B Bonds (the "Official Statement"). To provide for the public availability of certain information relating to the Series 2024B Bonds and the security therefor and to permit participating underwriters in the primary offering of the Series 2024B Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2024B Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system website ("EMMA"), as hereinafter described. The City is the only "obligated person" in respect of the Series 2024B Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any person aggrieved thereby, including the Owners of the outstanding Series 2024B Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of this Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in this Continuing Disclosure Undertaking, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Series 2024B Bonds or under any other provision of Resolution No. 13-19253, adopted by the City Council of the City on March 25, 2013, as amended and supplemented by Resolution Nos. 20-10878, 24-11201 and _____, adopted by the City Council of the City on June 22, 2020, May 28, 2024 and July 22, 2024, respectively, respectively (collectively, the "Resolution"). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

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

to vote or consent with respect to, or to dispose of ownership of, such Series 2024B Bond (including persons or entities holding Series 2024B Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Series 2024B Bond for federal income tax purposes.

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

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

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

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

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

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

a. Incremental Taxable Value;

b. Actual Taxable Value;

c. Real Property Tax Increment Collected; and

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

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

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

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

If the Disclosure Information is changed or this Continuing Disclosure Undertaking is amended as permitted by Section 4(b) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(ii) In a timely manner not in excess of ten (10) business days, the City will provide notice of the occurrence of any of the following events:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2024B Bonds or other material events affecting the tax status of the Series 2024B Bonds;

(7) modifications to rights of holders of the Series 2024B Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the Series 2024B Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership, or similar event of the City;

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, an event is "material" if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2024B Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also "material" if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Series 2024B Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (O) and (P) above, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A "financial obligation" does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

(ii) In a timely manner, the City will provide notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information described under Sections 2(a) and 2(b) hereof at the time specified thereunder;

(B) the amendment or supplementing of this Continuing Disclosure Undertaking pursuant to Section 4(b) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and

(C) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in Section 2 hereof to the MSRB through EMMA in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(i) This Continuing Disclosure Undertaking shall remain in effect until all Series 2024B Bonds have been paid or defeased under the Resolution.

(ii) Notwithstanding paragraph (a) above, this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided under Section 2(c)(ii) hereof), or the consent of the Owners of any Series 2024B Bonds, by a resolution or ordinance of the City filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (1) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (2) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the Series 2024B Bonds. If this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) are so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(iii) This Continuing Disclosure Undertaking is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so this Continuing Disclosure Undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Series 2024B Bonds.

(e) Further Limitation of Liability of City. None of the agreements or obligations of the City contained in this Continuing Disclosure Undertaking shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

City Council Regular

Date:	07/22/2024
Title:	Payment of Claims for week of June 17th, 2024
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $2,852,909.52 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.

Attachments

CouncilMemowk06172024

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/17/2024	871813	A & E Architects	Park Dist 1	5,245.00	additional expenses; Aquatic spray parks, wading pools
06/17/2024	871813	A & E Architects	Park Dist 1	3,600.00	additional expenses; Aquatic spray parks, wading pools
06/17/2024	871815	A+ Electric Motor	Water	3,640.00	Vibration analysis & static motor testing...Willett Pump Station
06/17/2024	871817	Advanced Employment	Public Safety	105.00	1360093924, cleaning pd3
06/17/2024	871817	Advanced Employment	Public Safety	105.00	1360094419, cleaning pd3
06/17/2024	871817	Advanced Employment	Public Safety	420.00	office cleaning
06/17/2024	871817	Advanced Employment	Solid Waste	2,256.80	Contract labor at Landfill for week ending 6/2/24.
06/17/2024	871819	Aerzen USA	Wastewater	3,180.66	intake filters for Aerzen Blowers
06/17/2024	871820	AirSide Solutions	Airport	2,928.90	Invoice #38632D. Regulator Capacitors for Lighting Vault.
06/17/2024	871827	Askin Construction	Gas Tax	58,627.30	WO 23-02 Missing Sidewalk Project
06/17/2024	871827	Askin Construction	Sidewalk Const	6,781.50	WO 23-02 Missing Sidewalk Project
06/17/2024	871830	Big Sky Linen	Solid Waste	-41.04	Credit for uniforms for collections.
06/17/2024	871830	Big Sky Linen	Solid Waste	41.80	Landfill mats. 6/11/24
06/17/2024	871830	Big Sky Linen	Solid Waste	313.61	Landfill uniforms. 6/11/24.
06/17/2024	871830	Big Sky Linen	Solid Waste	823.54	Uniforms for Collections.
06/17/2024	871830	Big Sky Linen	Solid Waste	826.98	Uniforms for Collections.
06/17/2024	871830	Big Sky Linen	Solid Waste	1,089.00	Uniforms for Collections.
06/17/2024	871833	Billings Depot	Engineering	15,437.22	July Depot Prepaid Rent
06/17/2024	871837	Brenntag Pacific	Wastewater	6,075.00	Chemicals
06/17/2024	871850	Classic Concrete	Gas Tax	2,600.00	WO 24-05 ...1002 Miles Ave. Sidewalk rep
06/17/2024	871858	Cy-Corp	Street/Traffic	3,100.00	utility trailer
06/17/2024	871860	Dakota Supply Group	Wastewater	240.00	Pull cable for sewer repairs
06/17/2024	871860	Dakota Supply Group	Wastewater	92.89	Sewer parts
06/17/2024	871860	Dakota Supply Group	Water	40.29	1-1/2" SS STIFFENER CTS P/N: 60378
06/17/2024	871860	Dakota Supply Group	Water	548.51	4"X20" SS REPAIR SLEEVE P/N: 693383
06/17/2024	871860	Dakota Supply Group	Water	11,295.00	PBD027...,8" PVC Pipe
06/17/2024	871860	Dakota Supply Group	Water	373.26	PBD027...Saddles for water main services
06/17/2024	871860	Dakota Supply Group	Water	210.92	PBD027..Stiffners for water services
06/17/2024	871860	Dakota Supply Group	Water	11,295.00	Water main Pipe, PBD027
06/17/2024	871862	Data Imaging System	General	5,792.42	B/W pages up to 8.5x14 scanned to PDF SID Boxes 61-78
06/17/2024	871864	Dick Anderson Const	Stillwater Const	1,166,733.11	City of Billings Law and Justice Center/City Hall Remodel
06/17/2024	871865	DOWL	Water	28,575.00	WO 22-44 Zone 1 Water Storage Improvements
06/17/2024	871866	Earth Movers Excavation	St Maint Dist	16,006.99	SID 14-26 2024 Gravel Street Reconstruction - Arvin lane

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06/17/2024	871866	Earth Movers Excavation	Water	27,512.00	SID 14-26 2024 Gravel Street Reconstruction - Arvin lane
06/17/2024	871866	Earth Movers Excavation	SID Const	6,502.84	SID 14-26 2024 Gravel Street Reconstruction - Arvin lane
06/17/2024	871868	Elreg Distributors	Transit	-116.42	0140771-CM. Test Harness Credit
06/17/2024	871868	Elreg Distributors	Transit	4,629.49	0141051-IN. Alternator
06/17/2024	871870	Empire Roofing	Wastewater	48,807.79	WO 24-11 Roofing Replacement for WRF Solids Process BLDG
06/17/2024	871874	EXOR	Water	3,035.22	Replacement Display for Chapple Pump Sta
06/17/2024	871877	Fibertech Plastics	Wastewater	11,935.00	PBS034 Sewer Rhino Center Cone, Base 2
06/17/2024	871879	Flying S Title	CDBG	5,930.00	FTHB Casee Lepper 930 Steffanich
06/17/2024	871880	Gairrett Excavation	Water	4,000.00	Sealing off old 48" Culvert leaking into
06/17/2024	871884	Hach Company	Water	2,611.08	REAGENT SET CHLORINE FREE CL17 - SIRR PLAN (2556900)
06/17/2024	871886	Hardrives Const	Gas Tax	3,010.85	Retainage Release FINAL
06/17/2024	871886	Hardrives Const	St Maint Dist	1,229.78	Retainage Release FINAL
06/17/2024	871887	Hawkins	Water	47.72	chlorine for disenfecting water mains
06/17/2024	871887	Hawkins	Water	30,185.57	Coagulant for process
06/17/2024	871887	Hawkins	Water	3,216.84	NaOC1 for Staples Pump Station
06/17/2024	871887	Hawkins	Water	47.72	Selby's 1018576
06/17/2024	871892	Iaff	Payroll Clearing	5,643.42	Payroll Summary
06/17/2024	871897	InfoSend	P.W. Admin	14,342.53	Statement Mailing Svcs. 05/01/2024-05/30
06/17/2024	871897	InfoSend	P.W. Admin	3,512.98	Statement Mailing Svcs. 05/01/2024-05/30
06/17/2024	871898	Inland Truck Parts	Fleet	2,680.04	1605994
06/17/2024	871902	Jack Henry & Associates	P.W. Admin	4,822.14	Remit & Remote Deposit Annual Maint
06/17/2024	871904	JC Billion	Solid Waste	39,628.00	2024 model 1/2 ton, extended cab, pickup replace vehicle 0027
06/17/2024	871904	JC Billion	Wastewater	23,655.00	3/4 CREW CAB TO REPLACE VEHICLE #7850
06/17/2024	871904	JC Billion	Water	23,655.00	3/4 CREW CAB TO REPLACE VEHICLE #7850
06/17/2024	871909	Knife River	Gas Tax	169,753.32	WO 24-02 Missing Sidewalk Project; Payment 1
06/17/2024	871909	Knife River	Wastewater	268.10	Nonpotable leak seconday clarifiers
06/17/2024	871909	Knife River	#N/A	31,399.34	WO 24-02 Missing Sidewalk Project: Payment 1
06/17/2024	871917	Madison Agency	Airport	8,102.00	Marketing & Creative for Advertising & Marketing Program FY24
06/17/2024	871925	MT Conservation Corps	General	5,800.00	FINAL PAYMENT MOU 2 MCC people to the PRPL '24
06/17/2024	871925	MT Conservation Corps	General	17,400.00	INVOICE FEB & APRIL 2024; MOU 2 MCC people to the PRPL '24
06/17/2024	871925	MT Conservation Corps	General	5,800.00	INVOICE FEB & APRIL 2024; MOU 2 MCC people to the PRPL '24
06/17/2024	871926	Montana CSED	Payroll Clearing	6,315.11	MT CSED
06/17/2024	871929	MFPE	Payroll Clearing	2,898.72	Payroll Summary

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06/17/2024	871930	MT Peterbilt	Fleet	88.00	94560BL
06/17/2024	871930	MT Peterbilt	Fleet	312.50	94560BL
06/17/2024	871930	MT Peterbilt	Fleet	78.66	94560BL
06/17/2024	871930	MT Peterbilt	Fleet	1,331.61	94560BL
06/17/2024	871930	MT Peterbilt	Fleet	30.81	94560BL
06/17/2024	871930	MT Peterbilt	Fleet	88.00	94811BL
06/17/2024	871930	MT Peterbilt	Fleet	72.84	94811BL
06/17/2024	871930	MT Peterbilt	Fleet	5.34	94862BL
06/17/2024	871930	MT Peterbilt	Fleet	12.41	94862BL
06/17/2024	871930	MT Peterbilt	Fleet	71.99	94862BL
06/17/2024	871930	MT Peterbilt	Transit	2,483.81	95473BL. DPF Kit
06/17/2024	871931	MSFA	Payroll Clearing	5,383.53	Payroll Summary
06/17/2024	871932	Morrison Maierle	Wastewater	8,786.93	WO 23-35 Hesper Sanitary Sewer Extension
06/17/2024	871932	Morrison Maierle	Wastewater	16,539.12	WO 24-01 2024 Sewer Main Repl Project Engineer Service Agree
06/17/2024	871932	Morrison Maierle	Water	10,157.05	WO 24-01 Cedar Park Water Main Replacement
06/17/2024	871934	Mountain States Lighting	Street/Traffic	5,545.00	13632
06/17/2024	871935	MPPA	Payroll Clearing	3,982.09	Payroll Summary
06/17/2024	871936	MT Dept of Rev-CGR2	Gas Tax	30.41	Retainage Release FINAL
06/17/2024	871936	MT Dept of Rev-CGR2	Gas Tax	592.20	WO 23-02 Missing Sidewalk Project
06/17/2024	871936	MT Dept of Rev-CGR2	Gas Tax	1,714.68	WO 24-02 Missing Sidewalk Project
06/17/2024	871936	MT Dept of Rev-CGR2	Sidewalk Const	68.50	WO 23-02 Missing Sidewalk Project
06/17/2024	871936	MT Dept of Rev-CGR2	St Maint Dist	12.43	Retainage Release FINAL
06/17/2024	871936	MT Dept of Rev-CGR2	St Maint Dist	161.69	SID 14-26 2024 Gravel Street Reconstruction - Arvin Lane
06/17/2024	871936	MT Dept of Rev-CGR2	Stillwater Const	36.58	installation of camera system at the Stillwater Building
06/17/2024	871936	MT Dept of Rev-CGR2	Stillwater Const	11,785.18	City of Billings Law and Justice Center/City Hall Remodel
06/17/2024	871936	MT Dept of Rev-CGR2	Wastewater	51.78	Retainage Release Final
06/17/2024	871936	MT Dept of Rev-CGR2	Wastewater	493.01	WO 24-11 Roofing Replacement WRF Solids Process BLDG
06/17/2024	871936	MT Dept of Rev-CGR2	Water	277.89	SID 14-26 2024 Gravel Street Reconstruction - Arvin Lane
06/17/2024	871936	MT Dept of Rev-CGR2	SID Const	65.69	SID 14-26 2024 Gravel Street Reconstruction - Arvin Lane
06/17/2024	871936	MT Dept of Rev-CGR2	#N/A	317.16	WO 24-02 Missing Sidewalk Project
06/17/2024	871940	North Coast Electric	Street/Traffic	481.04	ethernet switch for signal cabinets
06/17/2024	871940	North Coast Electric	Street/Traffic	204.42	fish tape replacements
06/17/2024	871940	North Coast Electric	Street/Traffic	75.58	S013177512.004

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06/17/2024	871940	North Coast Electric	Street/Traffic	339.10	S013480386.001
06/17/2024	871940	North Coast Electric	Street/Traffic	755.80	S013480386.002
06/17/2024	871940	North Coast Electric	Street/Traffic	2,928.00	S013486131.001
06/17/2024	871940	North Coast Electric	Street/Traffic	6.53	S01349393971.001
06/17/2024	871940	North Coast Electric	Street/Traffic	111.29	S013493971.001
06/17/2024	871940	North Coast Electric	Street/Traffic	103.81	S013502672.001
06/17/2024	871940	North Coast Electric	Street/Traffic	16.50	S013510234.001
06/17/2024	871940	North Coast Electric	Street/Traffic	189.56	S013510234.001
06/17/2024	871940	North Coast Electric	Street/Traffic	1,014.22	S013519119.001
06/17/2024	871940	North Coast Electric	Street/Traffic	104.04	S013519119.001
06/17/2024	ACH	Northwest Industrial	Solid Waste	518.40	Hi-Viz Gloves.
06/17/2024	ACH	Northwest Industrial	Solid Waste	225.48	Safety gloves for Landfill.
06/17/2024	ACH	Northwest Industrial	Solid Waste	42.06	Shop supplies.
06/17/2024	ACH	Northwest Industrial	Street/Traffic	961.00	slings for lifting pipe
06/17/2024	ACH	Northwest Industrial	Street/Traffic	53.46	marking paint and wand for locates
06/17/2024	ACH	Northwest Industrial	Wastewater	16.80	Tape measurers
06/17/2024	ACH	Northwest Industrial	Wastewater	20.82	Wire Lifting cable
06/17/2024	ACH	Northwest Industrial	Water	142.02	#00 SOLID BACK IRRIGATION SHOVEL P/N: 8025136
06/17/2024	ACH	Northwest Industrial	Water	35.91	PAILS 12 QT SIZE METAL P/N: 8007062
06/17/2024	ACH	Northwest Industrial	Water	83.79	PAILS 12 QT SIZE METAL P/N: 8007062
06/17/2024	ACH	Northwest Industrial	Water	19.08	SCRUB BRUSH 8"AND 20" - WEILER 44013 TSP27200
06/17/2024	ACH	Northwest Industrial	Water	375.60	SKULL SCREW EAR PLUG WITH CORD P/N: 7565635
06/17/2024	ACH	Northwest Industrial	Water	16.80	Tape measurers
06/17/2024	ACH	Northwest Industrial	Water	193.47	TYVEK HOODED COVERALLS, ELASTIC WRISTS AND ANKLES
06/17/2024	ACH	Northwest Industrial	Water	20.83	Wire Lifting cable
06/17/2024	ACH	Northwest Industrial	Water	65.70	wrench for corps
06/17/2024	ACH	Northwest Pipe	Wastewater	296.28	Flange for Digester Valve
06/17/2024	ACH	Northwest Pipe	Water	12,150.00	1" E-CODER CU/FT INSIDE METER ED2F11REF2 P/N: 202NS22170
06/17/2024	ACH	Northwest Pipe	Water	283.80	1" T-10 MEASURING CHAMBER P/N: 2032929
06/17/2024	ACH	Northwest Pipe	Water	415.68	1-1/2" COMPRESSION COUPLING - CTS - 2108963
06/17/2024	ACH	Northwest Pipe	Water	4,349.05	1-1/2" MACH10 METER EU2A1F1 OR 1-1/2" FLG ECODER WALL
06/17/2024	ACH	Northwest Pipe	Water	3,110.16	12" MJ GATE VALVE P/N: 2130520
06/17/2024	ACH	Northwest Pipe	Water	6,220.32	12" MJ GATE VALVE P/N: 333-115-00050

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06/17/2024	ACH	Northwest Pipe	Water	261.86	2" BRASS COMPRESSION COUPLING FOR COPPER PIPE
06/17/2024	ACH	Northwest Pipe	Water	46.65	2" BRASS SQ HD CORED PLUG P/N: 0408883
06/17/2024	ACH	Northwest Pipe	Water	664.60	2" MEASURING CHAMBER COMPLETE - 9600-015 (2032408)
06/17/2024	ACH	Northwest Pipe	Water	457.30	2" T113 BRASS GATE VALVE P/N: 1191384
06/17/2024	ACH	Northwest Pipe	Water	457.30	2" T113 BRASS GATE VALVE P/N: 1191384
06/17/2024	ACH	Northwest Pipe	Water	2,108.34	2" X 17" MACH 10 METER P/N: 2022555
06/17/2024	ACH	Northwest Pipe	Water	136.00	2"X1-1/2" BRASS BELL REDUCER P/N: 0406004
06/17/2024	ACH	Northwest Pipe	Water	444.40	27" x 440' POLYWRAP .008MIL P/N: 1891692
06/17/2024	ACH	Northwest Pipe	Water	18,339.84	3/4" E-CODER WALL CU/FT METER P/N: 2022310
06/17/2024	ACH	Northwest Pipe	Water	15,973.20	5/8" E-CODER WALL METER P/N: 2022300
06/17/2024	ACH	Northwest Pipe	Water	14.82	5/8" T-10 BOTTOM CAP GASKET (8340-069) 2031879
06/17/2024	ACH	Northwest Pipe	Water	5,866.52	E Coder Register - Meter Shop
06/17/2024	ACH	Northwest Pipe	Water	12.39	Freight charges/meter shop
06/17/2024	ACH	Northwest Pipe	Water	135.96	meter shop - magnet activation device
06/17/2024	ACH	Northwest Pipe	Water	22,086.11	PW Water - Staples 4-2...Pump Control
06/17/2024	ACH	Northwest Pipe	Water	15,889.20	R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S) (2030905)
06/17/2024	ACH	Northwest Pipe	Water	18,537.40	R-900 ENHANCED WALL RR - MIU P/N: 2030905
06/17/2024	ACH	Northwest Pipe	Water	1,111.61	stainless spool for Waldo Reservoir Leve
06/17/2024	ACH	Northwest Pipe	Water	19.38	Thomas Sprinkler Repair
06/17/2024	ACH	Northwest Pipe	Water	1,801.20	Truflo Measuring chamber assembly
06/17/2024	ACH	Northwest Pipe	Water	536.56	willet sump pump repair
06/17/2024	871941	NorthWestern Energy	Building	17.56	1569631-3
06/17/2024	871941	NorthWestern Energy	Facilities	13.66	3866815-8
06/17/2024	871941	NorthWestern Energy	Facilities	219.27	3922089-2
06/17/2024	871941	NorthWestern Energy	General	633.05	0712538-8
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.14	0722253-2
06/17/2024	871941	NorthWestern Energy	Park Dist 1	8.74	0722258-1
06/17/2024	871941	NorthWestern Energy	Park Dist 1	13.07	0722259-9
06/17/2024	871941	NorthWestern Energy	Park Dist 1	8.98	0722272-2
06/17/2024	871941	NorthWestern Energy	Park Dist 1	183.25	0722273-0
06/17/2024	871941	NorthWestern Energy	Park Dist 1	9.58	0722274-8
06/17/2024	871941	NorthWestern Energy	Park Dist 1	90.78	0722275-5
06/17/2024	871941	NorthWestern Energy	Park Dist 1	30.52	0722278-9

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06/17/2024	871941	NorthWestern Energy	Park Dist 1	13.53	0722279-7
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.14	0722280-5
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.14	0722281-3
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.14	0722283-9
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.14	0722284-7
06/17/2024	871941	NorthWestern Energy	Park Dist 1	13.53	0722808-3
06/17/2024	871941	NorthWestern Energy	Park Dist 1	7.65	0722852-1
06/17/2024	871941	NorthWestern Energy	Park Dist 1	8.74	0722862-0
06/17/2024	871941	NorthWestern Energy	Park Dist 1	116.60	0722901-6
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.45	0722976-8
06/17/2024	871941	NorthWestern Energy	Park Dist 1	487.62	0722995-8
06/17/2024	871941	NorthWestern Energy	Park Dist 1	80.56	0723005-5
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.14	0723025-3
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.00	0723046-9
06/17/2024	871941	NorthWestern Energy	Park Dist 1	33.60	0723049-3
06/17/2024	871941	NorthWestern Energy	Park Dist 1	20.62	0723064-2
06/17/2024	871941	NorthWestern Energy	Park Dist 1	20.62	0723065-9
06/17/2024	871941	NorthWestern Energy	Park Dist 1	4.14	0723391-9
06/17/2024	871941	NorthWestern Energy	Park Dist 1	104.31	0723884-3
06/17/2024	871941	NorthWestern Energy	Park Dist 1	20.62	0723887-6
06/17/2024	871941	NorthWestern Energy	Park Dist 1	61.84	0813489-2
06/17/2024	871941	NorthWestern Energy	Park Dist 1	31.83	0978917-3
06/17/2024	871941	NorthWestern Energy	Park Dist 1	45.20	1409394-2
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.14	1588262-4
06/17/2024	871941	NorthWestern Energy	Park Dist 1	11.99	1849408-8
06/17/2024	871941	NorthWestern Energy	Park Dist 1	17.62	1904944-4
06/17/2024	871941	NorthWestern Energy	Park Dist 1	36.44	1941243-6
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.00	3178260-0
06/17/2024	871941	NorthWestern Energy	Park Dist 1	72.03	3241436-9
06/17/2024	871941	NorthWestern Energy	Park Dist 1	6.00	3477233-5
06/17/2024	871941	NorthWestern Energy	Park Dist 1	16.20	3771457-3
06/17/2024	871941	NorthWestern Energy	Park Dist 1	0.00	4086220-3
06/17/2024	871941	NorthWestern Energy	Park Dist 1	42.32	4148708-3

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06/17/2024	871941	NorthWestern Energy	Parking	118.26	3835890-9
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.00	0722272-2
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.14	0723384-4
06/17/2024	871941	NorthWestern Energy	Parks Maint	8.29	0723386-9
06/17/2024	871941	NorthWestern Energy	Parks Maint	8.29	0723387-7
06/17/2024	871941	NorthWestern Energy	Parks Maint	8.29	0723388-5
06/17/2024	871941	NorthWestern Energy	Parks Maint	2.76	0723391-9
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.90	0723393-5
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.14	0723394-3
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.14	0723395-0
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.14	0723396-8
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.14	0723397-6
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.14	0723398-4
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.14	0723835-5
06/17/2024	871941	NorthWestern Energy	Parks Maint	8.74	0723836-3
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.30	0723840-5
06/17/2024	871941	NorthWestern Energy	Parks Maint	246.41	0723879-3
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.59	0723883-5
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.90	0881455-0
06/17/2024	871941	NorthWestern Energy	Parks Maint	0.69	1029192-0
06/17/2024	871941	NorthWestern Energy	Parks Maint	0.83	1045813-1
06/17/2024	871941	NorthWestern Energy	Parks Maint	0.82	1265177-4
06/17/2024	871941	NorthWestern Energy	Parks Maint	45.20	1396192-5
06/17/2024	871941	NorthWestern Energy	Parks Maint	0.27	1425364-5
06/17/2024	871941	NorthWestern Energy	Parks Maint	46.14	1513796-1
06/17/2024	871941	NorthWestern Energy	Parks Maint	59.25	1513800-1
06/17/2024	871941	NorthWestern Energy	Parks Maint	8.86	1513802-7
06/17/2024	871941	NorthWestern Energy	Parks Maint	8.11	1513804-3
06/17/2024	871941	NorthWestern Energy	Parks Maint	6.76	1514388-6
06/17/2024	871941	NorthWestern Energy	Parks Maint	0.68	1948667-9
06/17/2024	871941	NorthWestern Energy	Parks Maint	46.03	2041362-1
06/17/2024	871941	NorthWestern Energy	Parks Maint	4.93	2055817-7
06/17/2024	871941	NorthWestern Energy	Parks Maint	0.00	3707234-5

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06/17/2024	871941	NorthWestern Energy	Parks Maint	0.00	3707235-2
06/17/2024	871941	NorthWestern Energy	Parks Maint	0.00	3707236-0
06/17/2024	871941	NorthWestern Energy	Parks Maint	4.20	4103439-8
06/17/2024	871941	NorthWestern Energy	Public Safety	532.41	0100477-9 FIRE 6 ELECTRIC SERVICE, FY2024
06/17/2024	871941	NorthWestern Energy	Public Safety	9.45	0712532-1
06/17/2024	871941	NorthWestern Energy	Public Safety	408.14	0720817-6
06/17/2024	871941	NorthWestern Energy	Public Safety	1,655.76	1183483-5
06/17/2024	871941	NorthWestern Energy	Street/Traffic	13.80	0855404-0
06/17/2024	871941	NorthWestern Energy	Street/Traffic	3.72	1045820-6
06/17/2024	871941	NorthWestern Energy	Street/Traffic	7.94	2047007-6
06/17/2024	871941	NorthWestern Energy	Street/Traffic	8.26	2047010-0
06/17/2024	871941	NorthWestern Energy	Street/Traffic	7.21	2047013-4
06/17/2024	871941	NorthWestern Energy	Street/Traffic	7.50	2047017-5
06/17/2024	871941	NorthWestern Energy	Street/Traffic	7.81	2047019-1
06/17/2024	871941	NorthWestern Energy	Street/Traffic	2.45	3088038-9
06/17/2024	871941	NorthWestern Energy	Street/Traffic	0.68	3590004-2
06/17/2024	871941	NorthWestern Energy	Street/Traffic	31.98	3648861-7
06/17/2024	871941	NorthWestern Energy	Street/Traffic	30.91	3660075-7
06/17/2024	871941	NorthWestern Energy	Transit	369.29	0719225-5
06/17/2024	871941	NorthWestern Energy	Wastewater	12.01	1704025-4
06/17/2024	871941	NorthWestern Energy	Water	15.47	1160807-2
06/17/2024	871941	NorthWestern Energy	Water	13.82	1346673-5
06/17/2024	871941	NorthWestern Energy	Water	6.14	1867265-9
06/17/2024	871941	NorthWestern Energy	Water	1,260.61	5809 Canyonwoods Drive, May 2024
06/17/2024	871944	Pine Cove Consulting	Facilities	1,050.00	Inv. 21366C Keyfob Class Keys II
06/17/2024	871944	Pine Cove Consulting	Stillwater Const	3,620.93	installation of camera system at the Stillwater Building
06/17/2024	871945	Polydyne	Wastewater	5,096.00	Flosperse 30S
06/17/2024	871949	Proforce Law Enforcement	Public Safety	4,605.25	550943, training tasers and cartridges
06/17/2024	871950	Public Utilities	Airport	16,216.83	136516. Water Service 4/22/24 - 5/23/24
06/17/2024	871950	Public Utilities	Airport	83.65	250828-Alpine Air-Maintenance
06/17/2024	871950	Public Utilities	Airport	116.81	250831-Zone Dispatch-IP6 & IP7
06/17/2024	871950	Public Utilities	Airport	58.00	250832-Corp Air/Alpine
06/17/2024	871950	Public Utilities	Airport	208.32	250834-QTA

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/17/2024	871950	Public Utilities	Airport	104.16	250836-West End T-Hangars
06/17/2024	871950	Public Utilities	Airport	141.65	250840-Edwards Jet Center West
06/17/2024	871950	Public Utilities	Airport	109.02	250842-Executive Hangars
06/17/2024	871950	Public Utilities	Airport	7.79	250842-Executive Hangars USDA APHIS
06/17/2024	871950	Public Utilities	Airport	176.15	250843-Airfield Maintenance Compactor
06/17/2024	871950	Public Utilities	Airport	140.92	250845-Airfield Maintenance
06/17/2024	871950	Public Utilities	Airport	283.03	250847-UPS Gate 21
06/17/2024	871950	Public Utilities	Airport	116.00	250848-Edwards Jet Center 1871 Aviation Place
06/17/2024	871950	Public Utilities	Airport	116.81	250849-Rocky Mountain College-EJC
06/17/2024	871950	Public Utilities	Airport	141.65	250850-US Postal Service Gate 15
06/17/2024	871950	Public Utilities	Airport	166.22	250851-Edwards Jet Center 1691 Aviation Place
06/17/2024	871950	Public Utilities	Airport	83.11	250853-Aerotronics
06/17/2024	871950	Public Utilities	Airport	141.65	250854-Marchi Hangar
06/17/2024	871950	Public Utilities	Airport	70.88	250855-Marchi Office
06/17/2024	871950	Public Utilities	Airport	116.81	250857-MT State Lands DEQ/DNRC
06/17/2024	871950	Public Utilities	Airport	116.81	250858-Billings Fire Center-BLM
06/17/2024	871950	Public Utilities	Airport	58.00	250859-TSA
06/17/2024	871950	Public Utilities	Wastewater	9.90	180645
06/17/2024	871952	PVS DX	Water	20,027.20	chlorine for process...April 2024
06/17/2024	871952	PVS DX	Water	20,027.20	chlorine for process..PW WTP
06/17/2024	871953	Ratco	Water	13,020.00	131654- SERVICE BODY FOR VEHICLE #7365
06/17/2024	ACH	RDO Equipment	Solid Waste	-100.00	Credit for work order W43390-2. Core charge.
06/17/2024	ACH	RDO Equipment	Solid Waste	934.64	Filters for Landfill units 0263 & 0269.
06/17/2024	ACH	RDO Equipment	Solid Waste	200.00	P3013612
06/17/2024	ACH	RDO Equipment	Solid Waste	1,274.70	W4262312
06/17/2024	ACH	RDO Equipment	Solid Waste	187.47	W4262312
06/17/2024	ACH	RDO Equipment	Solid Waste	1,206.12	W4312512
06/17/2024	ACH	RDO Equipment	Solid Waste	993.30	W4312512
06/17/2024	ACH	RDO Equipment	Water	150.00	P3034712- Unit #7435
06/17/2024	ACH	RDO Equipment	Water	212.90	P3034712- Unit #7910
06/17/2024	871956	Rimrock Dirtworks	Wastewater	937.50	sidewalk work at Belknap..Remodel
06/17/2024	871956	Rimrock Dirtworks	Water	2,812.50	sidewalk work at Belknap..Remodel
06/17/2024	871959	Sanderson Stewart	Arterial Streets	49,821.50	WO 09-12 Inner Belt Loop - Sch 1 - NW Billings Connector

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/17/2024	871959	Sanderson Stewart	Facilities	732.00	Inv. 56787 Professional Services through April 30, 2024
06/17/2024	871959	Sanderson Stewart	Gas Tax	0.00	WO 09-12 Inner Belt Loop - Sch 1 - NW Billings Connector
06/17/2024	871959	Sanderson Stewart	Trl Donate	15,554.50	WO 21-38 Skyline Trail (Marathon Loop)
06/17/2024	871964	Solid Waste Systems	Fleet	866.14	169372
06/17/2024	871964	Solid Waste Systems	Fleet	26.29	169372
06/17/2024	871964	Solid Waste Systems	Fleet	208.04	169413
06/17/2024	871964	Solid Waste Systems	Fleet	18.73	169413
06/17/2024	871964	Solid Waste Systems	Fleet	61.96	169413
06/17/2024	871964	Solid Waste Systems	Solid Waste	397,210.00	Encumbrance per Sourcewell Contract 091219-LEG Labrie.
06/17/2024	871967	St Vincent Occupational	City Ins Fund	270.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871967	St Vincent Occupational	Fleet	95.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871967	St Vincent Occupational	General	6,565.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871967	St Vincent Occupational	Parking	50.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871967	St Vincent Occupational	Solid Waste	665.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871967	St Vincent Occupational	Transit	240.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871967	St Vincent Occupational	Transit	95.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871967	St Vincent Occupational	Wastewater	95.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871967	St Vincent Occupational	Wastewater	285.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871967	St Vincent Occupational	Water	305.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871967	St Vincent Occupational	Water	285.00	Drug Testing/On-site Nursing/DOT Physicals/Audiograms
06/17/2024	871969	Star Service	Wastewater	5,125.92	Retainage Release Final
06/17/2024	871977	Terracon Consultants	Wastewater	15,800.00	WO 24-08 Hesper Sewer; Payment 2 FINAL
06/17/2024	871978	Thorn Run Partners	General	3,750.00	Federal Lobbying Svcs 2 Year Contract
06/17/2024	871978	Thorn Run Partners	P.W. Admin	3,750.00	Federal Lobbying Svcs 2 Year Contract
06/17/2024	871979	TK Elevator	Facilities	3,539.88	Gold-Full Maintenance on Stillwater Building elevators
06/17/2024	ACH	Town & Country Supply	Fleet	13,879.41	440177
06/17/2024	ACH	Town & Country Supply	Fleet	6,288.75	440177
06/17/2024	ACH	Town & Country Supply	Fleet	6,873.75	440177
06/17/2024	ACH	Town & Country Supply	Fleet	7,069.59	440177
06/17/2024	ACH	Town & Country Supply	Public Safety	613.45	FIRE 1: UNLEADED FUEL - 170 GALLONS @ $3.2785 / GALLON
06/17/2024	ACH	Town & Country Supply	Transit	5,908.20	440128. 2000 Gallons Unleaded
06/17/2024	ACH	Town & Country Supply	Transit	17,433.19	440443. 5998 Gallons Dyed #2 Diesel
06/17/2024	ACH	Town & Country Supply	Wastewater	660.07	Premium Unleaded - Fuel Oil Dyed #2

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/17/2024	ACH	Town & Country Supply	Wastewater	862.13	WO 24-39 Fuel for Pump..Sewer Repair
06/17/2024	ACH	Town & Country Supply	Water	12,556.15	441194- Unleaded Fuel
06/17/2024	871982	TPG Pressure	Water	27,900.00	WO 23-01 Pipe Repair Materials and repai
06/17/2024	ACH	Tractor & Equipment	Solid Waste	2,252.00	BLWO0235056
06/17/2024	ACH	Tractor & Equipment	Solid Waste	157.64	BLWO0235056
06/17/2024	ACH	Tractor & Equipment	Solid Waste	534.00	BLWO0235091
06/17/2024	ACH	Tractor & Equipment	Solid Waste	1,233.72	BLWO0235091
06/17/2024	ACH	Tractor & Equipment	Solid Waste	2,279.14	BLWO0235229
06/17/2024	ACH	Tractor & Equipment	Solid Waste	5,456.00	BLWO0235229
06/17/2024	ACH	Tractor & Equipment	Water	533.20	Telehandler rental for installing LS2 mo
06/17/2024	871988	Universal Concrete & Design	Gas Tax	3,600.00	WO 24-05 4434 Loma Vista Dr, Concrete cu
06/17/2024	871989	Utilities Underground Location	Airport	34.40	Underground Locates April/May 2024
06/17/2024	871989	Utilities Underground Location	Phone System	223.60	May 2024 Locates -130 tickets
06/17/2024	871989	Utilities Underground Location	Storm Sewer	690.58	Grainger 9078219079
06/17/2024	871989	Utilities Underground Location	Street/Traffic	690.58	Grainger 9078219079
06/17/2024	871989	Utilities Underground Location	Street/Traffic	690.58	Grainger 9078219079
06/17/2024	871989	Utilities Underground Location	Wastewater	345.29	Grainger 9078219079
06/17/2024	871989	Utilities Underground Location	Water	345.29	Grainger 9078219079
06/17/2024	ACH	Wastequip Manufacturing	Solid Waste	22,440.00	Encumbrance per City Council approval & Sourcewell Contract
06/17/2024	ACH	Wastequip Manufacturing	Solid Waste	5,810.41	Shipping.
06/17/2024	871994	Welton	Public Safety	2,917.95	TUITION - PARAMEDIC SCHOOL
06/17/2024	872000	YESCO	Airport	6,452.50	50% Deposit for New Advertising Board in Baggage Claim

City Council Regular

Date:	07/22/2024
Title:	Payment of Claims for week of June 24, 2024
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $6,190,782.34 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.

Attachments

CouncilMemowk06242024

Check Date	Check #	Name	Fund Name		Amount	Item Desc
06/24/2024	872003	3-V Distributing	Street/Traffic	$	13,600.00	hyd motor and oil cooler package for deice truck
06/24/2024	872007	Aerzen USA	Wastewater	$	617.76	Blower #4 CPU
06/24/2024	872007	Aerzen USA	Wastewater	$	3,180.66	Intake filters for Aerzen Blowers
06/24/2024	872011	Altitude Signal	Gas Tax	$	3,295.00	Rimrock / Zimmerman Intersection...Contr
06/24/2024	872013	Askin Construction	Gas Tax	$	15,323.49	Retainage Release FINAL
06/24/2024	872013	Askin Construction	Sidewalk Const	$	2,412.64	Retainage Release FINAL
06/24/2024	872013	Askin Construction	Tax Incrmnt S	$	264,734.56	WO 23-26 Sbura Gravel Streets
06/24/2024	872014	AT & T	Airport	$	823.68	Airport
06/24/2024	872014	AT & T	Building	$	45.20	Building Manager
06/24/2024	872014	AT & T	Building	$	512.66	PW-Building Cell Phones
06/24/2024	872014	AT & T	Building	$	426.24	PW-Building Surfaces
06/24/2024	872014	AT & T	CDBG	$	130.26	Comm Dev
06/24/2024	872014	AT & T	Court Grants	$	135.60	Muni Court DC
06/24/2024	872014	AT & T	Engineering	$	31.33	Engineering MiFi
06/24/2024	872014	AT & T	Engineering	$	174.40	Engineering Tablets
06/24/2024	872014	AT & T	Engineering	$	147.33	PW-Engineering Cell Phones and MiFi
06/24/2024	872014	AT & T	Facilities	$	45.20	Facilities BOC
06/24/2024	872014	AT & T	Facilities	$	13.56	Facilities BOC
06/24/2024	872014	AT & T	Facilities	$	45.20	Facilities BOC
06/24/2024	872014	AT & T	Facilities	$	31.64	Facilities BOC
06/24/2024	872014	AT & T	Facilities	$	86.44	Facilities BOC/CH
06/24/2024	872014	AT & T	Facilities	$	28.80	Facilities BOC/CH
06/24/2024	872014	AT & T	Facilities	$	45.20	Facilities City Hall
06/24/2024	872014	AT & T	Facilities	$	45.20	Facilities City Hall
06/24/2024	872014	AT & T	Facilities	$	45.20	Facilities City Hall
06/24/2024	872014	AT & T	Facilities	$	90.40	Facilities Managers
06/24/2024	872014	AT & T	Fleet	$	90.74	Motor Pool
06/24/2024	872014	AT & T	General	$	416.68	Code Enforcement
06/24/2024	872014	AT & T	General	$	45.20	FINANCE
06/24/2024	872014	AT & T	General	$	45.20	Human Resources
06/24/2024	872014	AT & T	General	$	180.80	Legal Dept -Domestic Violence -
06/24/2024	872014	AT & T	General	$	50.24	Legal
06/24/2024	872014	AT & T	General	$	293.73	PRPL - Recreation Division

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/24/2024	872014	AT & T	General	$ 87.45	REC Seasonal
06/24/2024	872014	AT & T	General	$ 188.72	Rec Tablets
06/24/2024	872014	AT & T	IT Resources	$ 100.48	IT Department -On call Phone -
06/24/2024	872014	AT & T	Legal Grants	$ 45.20	Legal Dept -Domestic Violence -
06/24/2024	872014	AT & T	Library	$ 234.56	Library
06/24/2024	872014	AT & T	Library	$ 107.31	Library Out Reach
06/24/2024	872014	AT & T	P.W. Admin	$ 32.55	PWBLKNP OFFICE -50/50
06/24/2024	872014	AT & T	P.W. Admin	$ 32.56	PWBLKNP OFFICE -50/50
06/24/2024	872014	AT & T	Park Dist 1	$ 573.42	Parks Dept.
06/24/2024	872014	AT & T	Park Dist 1	$ 34.98	Parks Seasonal
06/24/2024	872014	AT & T	Park Dist 1	$ 537.26	PRPL Parks Tablets
06/24/2024	872014	AT & T	Parking	$ -	Parking Division Meter Maintenance
06/24/2024	872014	AT & T	Parking	$ 401.97	Parking Phones and scanner
06/24/2024	872014	AT & T	Parking	$ 226.00	Parking Phones and scanner
06/24/2024	872014	AT & T	PD Program	$ 160.56	CCSIU Toughbook
06/24/2024	872014	AT & T	PD Program	$ 45.51	Domestic Violence
06/24/2024	872014	AT & T	Phone System	$ 65.02	IT iPads
06/24/2024	872014	AT & T	Phone System	$ 40.65	TeleComm Manager Doug
06/24/2024	872014	AT & T	Planning	$ 68.52	PLANNING
06/24/2024	872014	AT & T	Public Safety	$ 263.01	Animal Control Cell Phones
06/24/2024	872014	AT & T	Public Safety	$ 321.12	Animal Control -MDT
06/24/2024	872014	AT & T	Public Safety	$ 120.42	Assistant chiefs new iPads
06/24/2024	872014	AT & T	Public Safety	$ 288.69	Comm. Center 9-1-1
06/24/2024	872014	AT & T	Public Safety	$ 40.14	Detective Chartier -Toughbook
06/24/2024	872014	AT & T	Public Safety	$ 127.39	FIRE CRADLEPOINT AND DRONES
06/24/2024	872014	AT & T	Public Safety	$ 444.13	FIRE CRADLEPOINT AND DRONES
06/24/2024	872014	AT & T	Public Safety	$ 1,301.23	Fire Department Cell Phones
06/24/2024	872014	AT & T	Public Safety	$ 743.56	FIRE EMS
06/24/2024	872014	AT & T	Public Safety	$ 176.76	Fire EMS Cell Phone
06/24/2024	872014	AT & T	Public Safety	$ 198.72	FIRE INSPECTIONS
06/24/2024	872014	AT & T	Public Safety	$ 422.21	Fire iPads
06/24/2024	872014	AT & T	Public Safety	$ 222.06	Fire iPads
06/24/2024	872014	AT & T	Public Safety	$ 40.14	Fire iPads

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/24/2024	872014	AT & T	Public Safety	$ 799.46	Fire Station iPads
06/24/2024	872014	AT & T	Public Safety	$ 85.65	ICAC -Campbell and Spare
06/24/2024	872014	AT & T	Public Safety	$ 481.68	MDT Fire
06/24/2024	872014	AT & T	Public Safety	$ 83.39	POLICE CRADLEPOINT
06/24/2024	872014	AT & T	Public Safety	$ 125.32	POLICE CSO
06/24/2024	872014	AT & T	Public Safety	$ 4,008.43	Police Department Cell Phone
06/24/2024	872014	AT & T	Public Safety	$ 50.24	Police -Drone
06/24/2024	872014	AT & T	Public Safety	$ 240.84	Police MDT Toughbooks and Loaner MDT's
06/24/2024	872014	AT & T	Public Safety	$ 5,218.20	Police MDT Toughbooks and Loaner MDT's
06/24/2024	872014	AT & T	Public Safety	$ 287.20	Yellowstone County Cellular Charges
06/24/2024	872014	AT & T	Solid Waste	$ 139.36	SOLID WASTE Cell and iPads
06/24/2024	872014	AT & T	Solid Waste	$ 386.16	SOLID WASTE Cell and iPads
06/24/2024	872014	AT & T	Street/Traffic	$ 55.35	School Flashers
06/24/2024	872014	AT & T	Street/Traffic	$ 721.69	Street Traffic iPads
06/24/2024	872014	AT & T	Transit	$ 37.79	MET Supervisor Cell Phones
06/24/2024	872014	AT & T	Transit	$ 61.83	MET Supervisor Cell Phones
06/24/2024	872014	AT & T	Transit	$ 49.07	MET Supervisor Cell Phones
06/24/2024	872014	AT & T	Transit	$ 50.27	MET Supervisor Cell Phones
06/24/2024	872014	AT & T	Transit	$ 50.27	MET Supervisor Cell Phones
06/24/2024	872014	AT & T	Transit	$ 50.27	MET Supervisor Cell Phones
06/24/2024	872014	AT & T	Transit	$ 50.34	MET Supervisor Cell Phones
06/24/2024	872014	AT & T	Transit	$ 45.22	MET Supervisor Cell Phones
06/24/2024	872014	AT & T	Transit	$ 645.35	MET Transit Tablets
06/24/2024	872014	AT & T	Transit	$ 389.65	MET Transit Tablets
06/24/2024	872014	AT & T	Wastewater	$ 180.80	PW Environmental
06/24/2024	872014	AT & T	Wastewater	$ 360.65	PWBELKNAP-DIST COLL CELL PHONES 50/50
06/24/2024	872014	AT & T	Wastewater	$ 472.70	PWBLKNP Electricians -Phones
06/24/2024	872014	AT & T	Wastewater	$ 28.13	PWBLKNP STORES -75/25
06/24/2024	872014	AT & T	Wastewater	$ 104.52	PWBLNP-WWTRMNT1 and iPads
06/24/2024	872014	AT & T	Wastewater	$ 1,006.34	PWBLNP-WWTRMNT1 and iPads
06/24/2024	872014	AT & T	Wastewater	$ 385.50	PW-Distribution Collection Tablets 50/50
06/24/2024	872014	AT & T	Wastewater	$ 80.28	PW-Environmental
06/24/2024	872014	AT & T	Water	$ 360.65	PWBELKNAP-DIST COLL CELL PHONES 50/50

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/24/2024	872014	AT & T	Water	$ 984.66	PWBELKNAP-WT Water Treatment
06/24/2024	872014	AT & T	Water	$ 472.64	PWBLKNP COMM-METER CityWorks/Neptune
06/24/2024	872014	AT & T	Water	$ 288.40	PWBLKNP MTRSHOP CELL PHONE AND IPADS
06/24/2024	872014	AT & T	Water	$ 412.15	PWBLKNP MTRSHOP CELL PHONE AND IPADS
06/24/2024	872014	AT & T	Water	$ 84.38	PWBLKNP STORES -75/25
06/24/2024	872014	AT & T	Water	$ 385.50	PW-Distribution Collection Tablets 50/50
06/24/2024	872016	Baker Tilly US	Tax Incrmnt N27	$ 62,500.00	Fees-Tax Urban Renewal Revenue Refunding Bonds
06/24/2024	872019	Big Ditch Company	Park Dist 1	$ 3,000.00	water shares - invoice 00019753
06/24/2024	ACH	Burns & McDonnell Engineering	Water	$ 143,106.02	WO 19-42 West End Water Treatment Plant Project
06/24/2024	ACH	Center for Public Safety Management	General	$ 27,915.60	Fire/EMS/Law Enforcement Services Analysis
06/24/2024	872037	Circuit Breaker Sales	Wastewater	$ 4,600.00	WRF Campus Electrical - Purchase 2 Breakers
06/24/2024	872037	Circuit Breaker Sales	Wastewater	$ 64.04	WRF Campus Electrical - 2 breakers - Shipping
06/24/2024	872044	Dakota Supply Group	Water	$ 974.50	1" X 3/4" CURB VALVE -CTS COMPRESSION
06/24/2024	872044	Dakota Supply Group	Water	$ 657.00	12" X 15" SH CI-FC REPAIR CLAMP - F1-1350 X 15-SH
06/24/2024	872044	Dakota Supply Group	Water	$ 2,131.43	6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH
06/24/2024	872044	Dakota Supply Group	Water	$ 178.73	8 X 2 TAPPING SADDLE - FOR C900 P/N: 342432
06/24/2024	872044	Dakota Supply Group	Water	$ 414.00	8" X 12" MJ SLEEVE P/N: 37402
06/24/2024	872044	Dakota Supply Group	Water	$ 1,242.00	8" X 12" MJ SLEEVE P/N: 37402
06/24/2024	872044	Dakota Supply Group	Water	$ 1,443.43	8" X 15" CI-FC REPAIR CLAMP - F1-939 X 15-SH
06/24/2024	872044	Dakota Supply Group	Water	$ 332.34	MARKING PAINT GREEN - GREEN SPRAYON #363
06/24/2024	872045	Dell Computer	Transit	$ 1,277.77	Dell OptiPlex 7020 SFF, i7, 16GB RAM, 1TB SSD MET
06/24/2024	872045	Dell Computer	Transit	$ 1,038.63	Qty. 3 Dell OptiPlex 7020, i5, 16GB, 1TB
06/24/2024	872045	Dell Computer	Transit	$ 1,038.63	Qty. 3 Dell OptiPlex 7020, i5, 16GB, 1TB
06/24/2024	872045	Dell Computer	Transit	$ 1,038.63	Qty. 3 Dell OptiPlex 7020, i5, 16GB, 1TB
06/24/2024	872050	Dick Anderson Const	Wastewater	$ 1,332,329.70	WO 20-44 WRF Nutrient Recovery Improvements
06/24/2024	872053	Dorsey & Whitney	Tax Incrmnt N27	$ 100,000.00	Legal Svcs Tax Urban Renewal Rev Refunding Bonds
06/24/2024	872054	DOWL	Planning	$ 3,102.50	Professional Services from 4/28/24 - 5/25/24
06/24/2024	872054	DOWL	Storm Sewer	$ 11,655.00	WO 20-24 West End Storm System Improvements
06/24/2024	872054	DOWL	Wastewater	$ 2,155.66	Water & Sanitary Sewer Main Replacements
06/24/2024	872054	DOWL	Water	$ 1,866.84	Water & Sanitary Sewer Main Replacements
06/24/2024	872054	DOWL	Water	$ 69,933.75	2024 Water Main Replacement
06/24/2024	872056	Downtown Billings BID	Parks Maint	$ 2,500.00	PM contract April-June 2024
06/24/2024	872056	Downtown Billings BID	Parks Maint	$ 2,500.00	PM contract April-June 2024

Check Date	Check #	Name	Fund Name		Amount	Item Desc
06/24/2024	872057	Downtown Billings Partnership	Tax Incrmnt N27	$	25,615.42	Annual DBP Operating Agreement FY 2024
06/24/2024	872057	Downtown Billings Partnership	Tax Incrmnt N27	$	25,615.42	Annual DBP Operating Agreement FY 2025
06/24/2024	872057	Downtown Billings Partnership	Tax Incrmnt N27	$	425.00	Signage Project through DBA - 30K budgeted for FY22
06/24/2024	872058	Dustbusters	Street/Traffic	$	8,866.49	dustgard for week ending 6/7/24 for gravel streets
06/24/2024	872058	Dustbusters	Street/Traffic	$	4,716.22	dust suppressant for gravel roads
06/24/2024	872060	Emerson	Water	$	3,057.58	Replacement Flow meter Transmitter WTP Z
06/24/2024	872061	Energy Laboratories	Wastewater	$	1,221.00	Q2 Pretreatment Samples Testing
06/24/2024	872061	Energy Laboratories	Wastewater	$	1,221.00	Q2 Pretreatment samples. WO # B24050596
06/24/2024	872061	Energy Laboratories	Wastewater	$	204.00	WO B24060248.. June 2024 - Oil/Grease pe
06/24/2024	872063	Environmental Resource Assoc	Wastewater	$	2,534.47	Annual WTP/WRF lab performance testing s
06/24/2024	872063	Environmental Resource Assoc	Water	$	151.76	PT standard test for QC Lab
06/24/2024	872066	FCS	Storm Sewer	$	15,562.88	WO 20-37 Stormwater Utility Development
06/24/2024	872067	Fisher Sand & Gravel	Park Dist 1	$	371.86	sand for amend - 23386
06/24/2024	872067	Fisher Sand & Gravel	Street/Traffic	$	778.88	asphalt
06/24/2024	872067	Fisher Sand & Gravel	Street/Traffic	$	5,331.84	asphalt
06/24/2024	872067	Fisher Sand & Gravel	Street/Traffic	$	36,440.32	asphalt
06/24/2024	872067	Fisher Sand & Gravel	Street/Traffic	$	128.64	asphalt
06/24/2024	872067	Fisher Sand & Gravel	Street/Traffic	$	10,493.44	asphalt
06/24/2024	872067	Fisher Sand & Gravel	Street/Traffic	$	3,604.48	asphalt
06/24/2024	872067	Fisher Sand & Gravel	Street/Traffic	$	5,780.00	concrete for ramada culvert
06/24/2024	872068	Fisher's Technology	CDBG	$	315.39	Fisher's Tech
06/24/2024	872068	Fisher's Technology	Central Services	$	900.11	1323343- Copy Fund
06/24/2024	872068	Fisher's Technology	Central Services	$	32.08	1324641- Copy Fund
06/24/2024	872068	Fisher's Technology	Central Services	$	17.14	1325494- Copy Fund
06/24/2024	872068	Fisher's Technology	Central Services	$	192.47	1327024- Copy Fund
06/24/2024	872068	Fisher's Technology	Central Services	$	40.33	1328149- Copy Fund
06/24/2024	872068	Fisher's Technology	Central Services	$	92.33	1328150- Copy Fund
06/24/2024	872068	Fisher's Technology	Central Services	$	135.19	1329727- Copy Fund
06/24/2024	872068	Fisher's Technology	Central Services	$	35.35	1330573- Copy Fund
06/24/2024	872068	Fisher's Technology	General	$	162.78	copier lease senior center - 1324642
06/24/2024	872068	Fisher's Technology	Public Safety	$	329.66	1326587- Police Fund
06/24/2024	872068	Fisher's Technology	Public Safety	$	1.55	1327570- Police Fund
06/24/2024	872068	Fisher's Technology	Public Safety	$	8.44	BLACK & WHITE COPIES

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06/24/2024	872068	Fisher's Technology	Public Safety	$	51.16	COLOR COPIES
06/24/2024	872068	Fisher's Technology	Solid Waste	$	76.90	Contract overage charge for Landfill.
06/24/2024	872068	Fisher's Technology	Street/Traffic	$	31.50	copier agreement
06/24/2024	872068	Fisher's Technology	Transit	$	151.13	Invoice #1335124. Copy Machine Maintenance
06/24/2024	872068	Fisher's Technology	Water	$	109.03	CITBIL-AOS.. Contract Overage for 04/30-
06/24/2024	872071	Garney Companies	Water	$	432,382.84	WO 19-42 West End Water Treatment Plant Project
06/24/2024	872072	GE Grid Solutions	Water	$	51,474.20	06/12/2024..Jim Marshall...Parts for 2024 Switchgear
06/24/2024	872076	Harris Systems USA Inc	Building	$	16,800.00	Milestone: Data Mapping/Interfaces
06/24/2024	872076	Harris Systems USA	Building	$	19,579.00	Harris Computer Services - Milestones: Infrastructure
06/24/2024	872077	Hawkins	General	$	349.17	chlorine for pools -6782914
06/24/2024	872077	Hawkins	General	$	5,730.62	chlorine for rose pool - 6782904
06/24/2024	872077	Hawkins	Water	$	29,820.42	Coagulant for Process..May 2024
06/24/2024	ACH	HDR	St Maint Dist	$	11,831.01	Signal Priority Study - Consultant Agreement
06/24/2024	ACH	HDR	Wastewater	$	21,243.50	WRF Nutrient Recovery Improvements Project
06/24/2024	ACH	HDR	Wastewater	$	15,178.20	WO 23-22 Digester Boiler Engineering Design
06/24/2024	ACH	HDR	Water	$	100,652.57	WO 19-12 West End Reservoir
06/24/2024	ACH	HDR	Water	$	7,415.84	WO 23-12 Zone 4 Pump Station & Waterline Improv
06/24/2024	872079	High Point Networks	IT Resources	$	11,020.00	Aruba Access Points, Licensing,HPN Implementation
06/24/2024	872082	Hose & Rubber Supply	Fleet	$	118.00	1929387
06/24/2024	872082	Hose & Rubber Supply	Fleet	$	145.66	1929736
06/24/2024	872082	Hose & Rubber Supply	Fleet	$	413.08	1930081
06/24/2024	872082	Hose & Rubber Supply	Fleet	$	1,321.34	1930903
06/24/2024	872082	Hose & Rubber Supply	Fleet	$	465.54	1930955
06/24/2024	872082	Hose & Rubber Supply	Wastewater	$	31.93	Pressure washer Hose
06/24/2024	872082	Hose & Rubber Supply	Water	$	31.94	Pressure washer Hose
06/24/2024	872084	Institutions Services	Airport	$	5,301.11	Final Payment Tables For Sky Brew Bar
06/24/2024	872087	Johnson Laffen Galloway	Stillwater Const	$	21,283.47	Phase I Stillwater Bldg - comprehensive design plan
06/24/2024	872089	K2 Civil	Park Dist 1	$	49,401.00	CONSTRUCT LANDON'S INCLUSIVE PLAYGROUND
06/24/2024	872089	K2 Civil	Park Dist 1	$	39,501.00	CONSTRUCT LANDON'S INCLUSIVE PLAYGROUND
06/24/2024	872092	Knife River	Airport	$	535,302.11	Cargo Ramp Slot 5 - Eligible for Reimbursement
06/24/2024	872092	Knife River	Airport	$	59,478.01	Cargo Ramp Slot 5 - Ineligible Costs
06/24/2024	872099	McCrometer	Wastewater	$	9,425.00	Ultrasonic Sensor for WRF
06/24/2024	872099	McCrometer	Wastewater	$	200.15	Ultrasonic Sensor for WRF - Shipping

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06/24/2024	872100	McLees	Wastewater	$	2,730.00	Admin A/C Unit Repair
06/24/2024	872101	Mental Health Center	Court Grants	$	1,439.94	MHC Treatment Court Services
06/24/2024	872101	Mental Health Center	Court Grants	$	4,000.00	MHC Treatment Court Services
06/24/2024	872106	Montana Peterbilt	Fleet	$	3,973.42	94871BL
06/24/2024	872106	Montana Peterbilt	Fleet	$	81.00	94871BL
06/24/2024	872106	Montana Peterbilt	Fleet	$	546.88	94871BL
06/24/2024	872106	Montana Peterbilt	Fleet	$	631.39	95005BL
06/24/2024	872106	Montana Peterbilt	Fleet	$	34.71	95320BL
06/24/2024	872106	Montana Peterbilt	Fleet	$	(546.88)	CM94871BL
06/24/2024	872107	Morgan Contractors	Property Ins	$	5,868.37	Water damage repair
06/24/2024	872108	Morrison Maierle	Airport	$	35,185.28	Cargo Slot 5 Ramp Construction - Federal Share
06/24/2024	872108	Morrison Maierle	Airport	$	3,909.47	Cargo Slot 5 Ramp Construction - Local Share
06/24/2024	872108	Morrison Maierle	Wastewater	$	17,412.00	Sewer Main Repl Project Engineer Service Agreement
06/24/2024	872108	Morrison Maierle	Water	$	40,032.78	Cedar Park Water Main Replacement
06/24/2024	872108	Morrison Maierle	Water	$	1,566.80	Voelker Pump Station PRV
06/24/2024	872116	NorthWestern Energy	Airport	$	2,834.23	0100483-7. Runway Lights. May 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	1,327.79	0100484-5. ARFF Facility. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	76.70	1138926-9. Aero Interiors. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	95.34	1647695-4. De Icer. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	747.33	1669567-8. TSA. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	1,751.92	1993430-6. Car Wash. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	378.97	2001846-1. Mud Wash. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	373.72	2001848-7. Detail Bay 1 Hertz. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	315.77	2001855-2. Detail Bay 2 National/Alamo. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	73.38	2001862-8. Detail Bay 3 Enterprise. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	252.12	2001865-1. Detail Bay 4 Avis/Budget. May 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	52.99	2001867-7. Detail Bay 5 Thrifty/Dollar. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	58.34	3085107-5. Employee Parking. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	230.71	3446396-8. USDA. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	954.22	3477231-19. Parking Zone. June 2024
06/24/2024	872116	NorthWestern Energy	Airport	$	38.09	3733186-5. Airport Storage. June 2024
06/24/2024	872116	NorthWestern Energy	CDBG	$	7.36	1709 Saint Johns Ave / Account #4150071-1
06/24/2024	872116	NorthWestern Energy	CDBG	$	15.97	930 Steffanich Dr/ Account #4127173-5

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06/24/2024	872116	NorthWestern Energy	Facilities	$ 1,820.99	0975808-7
06/24/2024	872116	NorthWestern Energy	Facilities	$ 710.96	1160802-3
06/24/2024	872116	NorthWestern Energy	Facilities	$ 1,654.85	1160804-9
06/24/2024	872116	NorthWestern Energy	Facilities	$ 3,193.07	1269391-7
06/24/2024	872116	NorthWestern Energy	General	$ 39.58	0712387-0
06/24/2024	872116	NorthWestern Energy	General	$ 103.86	0712536-2
06/24/2024	872116	NorthWestern Energy	General	$ 28.66	0720818-4
06/24/2024	872116	NorthWestern Energy	General	$ 1,143.35	0720821-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,154.40	SILMD 10 Acct# 0712546-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 2,168.54	SILMD 100 Acct# 0712559-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,764.49	SILMD 107 Acct# 0712560-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 4,425.23	SILMD 109 Acct# 0712561-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 236.36	SILMD 113 Acct# 0712562-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 952.27	SILMD 114 Acct# 0712563-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 224.05	SILMD 115 Acct# 0712564-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 588.15	SILMD 116 Acct# 0712565-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 3,209.93	SILMD 117 Acct# 0712566-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 209.34	SILMD 118 Acct# 0712567-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 128.89	SILMD 119 Acct# 0712568-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 2,520.70	SILMD 121 Acct# 0712570-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 189.49	SILMD 122 Acct# 0712571-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 336.09	SILMD 123 Acct# 0712572-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 980.28	SILMD 124 Acct# 0712573-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 392.10	SILMD 125 Acct# 0712574-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 196.05	SILMD 126 Acct# 0712575-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 710.64	SILMD 127 Acct# 0712576-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 497.43	SILMD 128 Acct# 0712577-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 336.09	SILMD 129 Acct# 0712578-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 5,135.97	SILMD 13 Acct# 0721276-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 120.94	SILMD 130 Acct# 0712579-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 868.24	SILMD 131 Acct# 0712580-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 224.60	SILMD 133 Acct# 0712581-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 518.34	SILMD 134 Acct# 0712582-6

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06/24/2024	872117	NorthWestern Energy	Light Maint	$ 521.12	SILMD 135 Acct# 0712583-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 476.14	SILMD 136 Acct# 0712584-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 390.89	SILMD 137 Acct# 0712585-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 756.21	SILMD 138 Acct# 0712586-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 252.06	SILMD 139 Acct# 0712587-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 2,627.12	SILMD 14 Acct# 0721277-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 588.15	SILMD 143 Acct# 0712588-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 27.98	SILMD 144 Acct# 0712589-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 473.75	SILMD 145 Acct# 0712590-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 364.09	SILMD 146 Acct# 0712591-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 447.14	SILMD 147 Acct# 0712592-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,739.12	SILMD 149 Acct# 0712593-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 758.01	SILMD 150 Acct# 0712594-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 644.17	SILMD 151 Acct# 0712595-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 4,348.55	SILMD 152 Acct# 0712596-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 544.81	SILMD 153 Acct# 0712597-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,231.77	SILMD 154 Acct# 0712598-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 504.14	SILMD 155 Acct# 0712599-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 923.82	SILMD 157 Acct# 0712600-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 812.23	SILMD 158 Acct# 0712601-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 998.71	SILMD 159 Acct# 0712602-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 728.20	SILMD 160 Acct# 0712603-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,065.96	SILMD 161 Acct# 0712604-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 49.47	SILMD 162 Acct# 0712605-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 850.56	SILMD 163 Acct# 0712606-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 379.01	SILMD 164 Acct# 0712607-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 896.25	SILMD 165 Acct# 0712608-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 236.86	SILMD 167 Acct# 0712609-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,178.62	SILMD 17 Acct# 0712553-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 568.51	SILMD 171 Acct# 0712610-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 518.34	SILMD 172 Acct# 0712611-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,184.38	SILMD 173 Acct# 0712612-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 994.89	SILMD 174 Acct# 0712613-9

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06/24/2024	872117	NorthWestern Energy	Light Maint	$ 331.62	SILMD 175 Acct# 0712614-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 35.36	SILMD 176 Acct# 0712615-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 260.56	SILMD 178 Acct# 0712616-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 521.12	SILMD 179 Acct# 0712617-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 355.33	SILMD 180 Acct# 0712618-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,708.46	SILMD 181 Acct# 0712619-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 592.20	SILMD 182 Acct# 0712620-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,184.38	SILMD 183 Acct# 0712621-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 379.01	SILMD 184 Acct# 0712622-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 142.13	SILMD 185 Acct# 0712623-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 788.22	SILMD 186 Acct# 0712624-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 236.86	SILMD 187 Acct# 0712625-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 284.25	SILMD 188 Acct# 0712626-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 236.86	SILMD 189 Acct# 0712627-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,231.77	SILMD 190 Acct# 0712628-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 422.83	SILMD 191 Acct# 0712629-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 307.93	SILMD 192 Acct# 0712630-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 758.01	SILMD 193 Acct# 0712631-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 351.89	SILMD 194 Acct# 0712632-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 281.53	SILMD 195 Acct# 0712633-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 89.46	SILMD 196 Acct# 0712634-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 89.46	SILMD 197 Acct# 0712635-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 118.46	SILMD 198 Acct# 0712636-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 61.57	SILMD 200 Acct# 0712637-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 497.43	SILMD 201 Acct# 0712638-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 841.52	SILMD 202 Acct# 0712639-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 23.86	SILMD 203 Acct# 0712640-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 478.91	SILMD 204 Acct# 0712641-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 28.28	SILMD 205 Acct# 0712642-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 331.62	SILMD 206 Acct# 0712643-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 379.01	SILMD 207 Acct# 0712644-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 544.81	SILMD 209 Acct# 0712646-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 107.36	SILMD 210 Acct# 0712647-7

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06/24/2024	872117	NorthWestern Energy	Light Maint	$ 59.64	SILMD 211 Acct# 0712648-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 59.64	SILMD 212 Acct# 0712649-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 35.79	SILMD 213 Acct# 0712650-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 386.68	SILMD 214 Acct# 0712651-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 142.13	SILMD 216 Acct# 0712652-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 457.73	SILMD 217 Acct# 0712653-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 323.99	SILMD 220 Acct# 0712654-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 7.07	SILMD 221 Acct# 0712655-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 94.83	SILMD 222 Acct# 0712656-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 143.13	SILMD 223 Acct# 0712657-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,499.87	SILMD 224 Acct# 0712658-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 442.53	SILMD 225 Acct# 0712659-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 265.59	SILMD 226 Acct# 0712660-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 714.65	SILMD 227 Acct# 0712661-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 812.23	SILMD 228 Acct# 0712662-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 420.13	SILMD 229 Acct# 0712663-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 980.28	SILMD 230 Acct# 0712664-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 588.15	SILMD 231 Acct# 0712665-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 2,548.71	SILMD 232 Acct# 0712666-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,050.00	SILMD 233 Acct# 0712667-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 572.15	SILMD 234 Acct# 0712668-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 665.41	SILMD 235 Acct# 0712669-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 211.12	SILMD 236 Acct# 0712670-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 402.69	SILMD 237 Acct# 0712671-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 14.13	SILMD 238 Acct# 0712672-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 94.76	SILMD 239 Acct# 0712673-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 506.70	SILMD 240 Acct# 0712674-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 597.61	SILMD 241 Acct# 0712675-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 84.03	SILMD 242 Acct# 0712676-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 112.04	SILMD 244 Acct# 0712677-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 76.46	SILMD 245 Acct# 0712678-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 336.09	SILMD 246 Acct# 0712679-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,016.87	SILMD 247 Acct# 0712680-8

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 2,772.76	SILMD 249 Acct# 0718734-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 253.35	SILMD 250 Acct# 0719001-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 3,935.54	SILMD 251 Acct# 0718801-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 560.15	SILMD 252 Acct# 0719162-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,862.03	SILMD 253 Acct# 0719644-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 189.66	SILMD 254 Acct# 0719763-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 242.21	SILMD 255 Acct# 0720813-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,131.81	SILMD 257 Acct# 0720360-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 2,670.21	SILMD 258 Acct# 0720606-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,677.07	SILMD 259 Acct# 0720810-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 504.14	SILMD 261 Acct# 0720705-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 3,141.28	SILMD 262 Acct# 0720937-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,157.86	SILMD 263 Acct# 0720716-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 206.91	SILMD 264 Acct# 0721427-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 366.46	SILMD 265 Acct# 0721556-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 49.65	SILMD 266 Acct# 0721684-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 552.28	SILMD 270 Acct# 0906944-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 977.11	SILMD 271 Acct# 0995095-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 2,859.31	SILMD 272 Acct# 0905005-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 208.16	SILMD 273 Acct# 0926386-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 603.72	SILMD 276 Acct# 0961926-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 860.55	SILMD 277 Acct# 1058710-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 267.42	SILMD 278 Acct# 1087619-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 60.42	SILMD 279 Acct# 1124127-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 731.91	SILMD 280 Acct# 1045653-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 539.34	SILMD 283 Acct# 1172743-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 332.79	SILMD 285 Acct# 1206985-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 247.04	SILMD 286 Acct# 1296582-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,873.79	SILMD 288 Acct# 1303978-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 404.97	SILMD 289 Acct# 1685375-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 140.88	SILMD 290 Acct# 1433921-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 616.16	SILMD 292 Acct# 1481532-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 236.86	SILMD 293 Acct# 1481534-4

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 473.75	SILMD 294 Acct# 1481535-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 112.04	SILMD 295 Acct# 1481536-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,255.46	SILMD 296 Acct# 1481537-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 213.18	SILMD 297 Acct# 1481539-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 189.49	SILMD 298 Acct# 1481540-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 413.49	SILMD 300 Acct# 1662840-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 5,212.53	SILMD 301 Acct# 1687005-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 271.06	SILMD 302 Acct# 1607534-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 890.22	SILMD 305 Acct# 1695873-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 204.98	SILMD 306 Acct# 1740353-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 2,764.49	SILMD 307 Acct# 2049005-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 274.49	SILMD 308 Acct# 2072459-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 319.40	SILMD 309 Acct# 2001311-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 112.44	SILMD 310 Acct# 2060519-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 229.42	SILMD 311 Acct# 3014475-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 247.65	SILMD 312 Acct# 3146127-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 378.67	SILMD 315 Acct# 3305804-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,153.89	SILMD 316 Acct# 3291842-7
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 74.17	SILMD 317 Acct# 3253826-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 817.14	SILMD 318 Acct# 3372018-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 68.57	SILMD 320 Acct# 0712569-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 410.51	SILMD 321 Acct# 3338917-2
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 72.55	SILMD 322 Acct# 3402033-9
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 717.89	SILMD 323 Acct# 3597170-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 321.85	SILMD 324 Acct# 1246537-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 337.58	SILMD 325 Acct# 3587598-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 104.92	SILMD 326 Acct# 3840455-4
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 189.49	SILMD 327 Acct# 3810801-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 585.89	SILMD 328 Acct# 3894879-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 77.46	SILMD 329 Acct# 3939032-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 230.58	SILMD 330 Acct# 3951594-5
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 33.57	SILMD 331 Acct# 0712645-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 11.38	SILMD 331 Acct# 4174590-2

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 35.18	SILMD 331 Acct# 4174591-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 19.05	SILMD 331 Acct# 4174593-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 19.10	SILMD 331 Acct# 4176340-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 133.79	SILMD 332 Acct# 4093467-1
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 404.98	SILMD 8 Acct# 0712544-6
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 370.45	SILMD 9 Acct# 0712545-3
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 558.43	SILMD 95 Acct# 0712556-0
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 10,005.06	SILMD 97 Acct# 0712557-8
06/24/2024	872117	NorthWestern Energy	Light Maint	$ 1,174.57	SILMD 99 Acct# 0712558-6
06/24/2024	872116	NorthWestern Energy	Park Dist 1	$ 316.86	0722287-0
06/24/2024	872116	NorthWestern Energy	Park Dist 1	$ 180.99	0723045-1
06/24/2024	872116	NorthWestern Energy	Park Dist 1	$ 454.54	0925496-2
06/24/2024	872116	NorthWestern Energy	Park Dist 1	$ 142.73	1191404-1
06/24/2024	872116	NorthWestern Energy	Park Dist 1	$ 12.76	1836666-6
06/24/2024	872116	NorthWestern Energy	Public Safety	$ 634.46	0871546-8
06/24/2024	872116	NorthWestern Energy	Solid Waste	$ 1,775.85	3252194-0
06/24/2024	872116	NorthWestern Energy	Street/Traffic	$ 0.27	1740357-7
06/24/2024	872116	NorthWestern Energy	Street/Traffic	$ 0.68	1748896-6
06/24/2024	872117	NorthWestern Energy	Street/Traffic	$ 13,284.33	Signal Bills 6.17.24
06/24/2024	872116	NorthWestern Energy	Wastewater	$ 91,242.05	0100591-7
06/24/2024	872116	NorthWestern Energy	Wastewater	$ 1,421.00	0100606-3
06/24/2024	872116	NorthWestern Energy	Wastewater	$ 240.96	822 Shiloh Crosssing BLVD LIFT
06/24/2024	872116	NorthWestern Energy	Water	$ 1,201.96	0100485-2
06/24/2024	872116	NorthWestern Energy	Water	$ 107,996.07	0100606-3
06/24/2024	872116	NorthWestern Energy	Water	$ 4,263.00	0100606-3
06/24/2024	872116	NorthWestern Energy	Water	$ 5,553.77	0722264-9
06/24/2024	872116	NorthWestern Energy	Water	$ 5,875.71	0723040-2
06/24/2024	872116	NorthWestern Energy	Water	$ 11.10	0723059-2
06/24/2024	872116	NorthWestern Energy	Water	$ 667.53	1116452-2
06/24/2024	872116	NorthWestern Energy	Water	$ 146.47	1142253-2
06/24/2024	872116	NorthWestern Energy	Water	$ 961.39	4374 Hesper Rd TEMP
06/24/2024	872116	NorthWestern Energy	Water	$ 1,779.06	4519 Hesper Rd..Temp Service..May 2024
06/24/2024	872124	Performance Engin & Consult	Wastewater	$ 3,185.00	WO 23-07 Monad Rd Sewer Extension

Check Date	Check #	Name	Fund Name		Amount	Item Desc
06/24/2024	ACH	RDO Equipment	Street/Traffic	$	161,311.67	2024 hamm asphalt roller
06/24/2024	872129	Reliable Mechanical & Controls	Facilities	$	4,999.50	Monthly Billing Service Contract for Stillwater
06/24/2024	872130	Rimrock Foundation	Court Grants	$	2,595.32	24 May Rimrock Treatment Services
06/24/2024	872130	Rimrock Foundation	Court Grants	$	3,000.00	24 May Rimrock Treatment Services
06/24/2024	872132	Riverside Contracting	Arterial Streets	$	383,537.73	Inner Belt Loop Northwest Billings Connector
06/24/2024	872132	Riverside Contracting	Gas Tax	$	-	Inner Belt Loop Northwest Billings Connector
06/24/2024	872137	Safe Kids Yellowstone County	General	$	3,545.00	Transportation Safety schools educational materials
06/24/2024	872138	Safetech, Inc	General	$	3,725.00	802 Yellowstone Asbestos Testing
06/24/2024	872139	Sanderson Stewart	Arterial Streets	$	-	King Ave W & 36th St W Traffic Signal Improv
06/24/2024	872139	Sanderson Stewart	Gas Tax	$	1,490.00	King Ave W & 36th St W Traffic Signal Improv
06/24/2024	872139	Sanderson Stewart	Planning	$	1,837.41	Sanderson Stewart Professional Services
06/24/2024	872139	Sanderson Stewart	St Maint Dist	$	8,353.00	WO 24-07 SRTS Projects; Consultant Agreement
06/24/2024	872139	Sanderson Stewart	St Maint Dist	$	18,423.50	WO 25-03 Contract 1 City Overlay
06/24/2024	872139	Sanderson Stewart	Tax Incrmnt E	$	-	5th Ace Corridor - Prelim Design, Prof Svcs Contract
06/24/2024	872139	Sanderson Stewart	Tax Incrmnt N27	$	4,818.35	6th Ace Corridor - Prelim Design, Prof Svcs Contract
06/24/2024	872139	Sanderson Stewart	Tax Incrmnt S	$	32,166.96	WO 21-42 SBURA Streets improvements
06/24/2024	872146	South Billings Urban Renewal	Tax Incrmnt S	$	46,500.00	Annual SBURA Operating Agreement FY 2024
06/24/2024	872152	Sunbelt Rentals	Engineering	$	675.00	Excavation Competent Training
06/24/2024	872152	Sunbelt Rentals	Street/Traffic	$	1,350.00	Excavation Competent Training
06/24/2024	872152	Sunbelt Rentals	Wastewater	$	1,050.00	Excavation Competent Training
06/24/2024	872152	Sunbelt Rentals	Wastewater	$	525.00	Excavation Competent Training
06/24/2024	872152	Sunbelt Rentals	Water	$	1,050.00	Excavation Competent Training
06/24/2024	872156	T W Enterprises	Wastewater	$	3,304.00	Lloyd Mangrum Generator Repair
06/24/2024	ACH	Town & Country Supply	Fleet	$	4,887.88	440187
06/24/2024	ACH	Town & Country Supply	Fleet	$	8,676.77	440187
06/24/2024	ACH	Town & Country Supply	Fleet	$	3,515.41	440187
06/24/2024	ACH	Town & Country Supply	Fleet	$	7,926.06	440187
06/24/2024	ACH	Town & Country Supply	Public Safety	$	824.70	440841 FIRE 5 - UNLEADED & DIESEL FUEL
06/24/2024	ACH	Town & Country Supply	Public Safety	$	604.79	440843 FIRE 3 - DIESEL
06/24/2024	ACH	Town & Country Supply	Public Safety	$	2,581.00	440844 FIRE 1 - UNLEADED & DIESEL
06/24/2024	872162	Tru Pipe	Water	$	2,500.00	1" X 800' SEWER HOSE W/MALE FITTING - 2500 PSI
06/24/2024	872164	TW Ridley	Wastewater	$	130,010.81	WO 23-24 Belknap Remodel
06/24/2024	872164	TW Ridley	Water	$	34,559.83	WO 23-24 Belknap Remodel

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/24/2024	872166	Verizon Wireless	Engineering	$ 27.32	PW-Engineering
06/24/2024	872166	Verizon Wireless	Fleet	$ 34.48	Motor Pool
06/24/2024	872166	Verizon Wireless	General	$ 163.24	City Administrator
06/24/2024	872166	Verizon Wireless	General	$ 40.01	Code Enforcement Laptop
06/24/2024	872166	Verizon Wireless	General	$ 10.02	Tina Hoeger Laptop
06/24/2024	872166	Verizon Wireless	General	$ 27.32	Victoria Hill -Laptop
06/24/2024	872166	Verizon Wireless	PD Program	$ 435.63	CCSIU Cell/PTT
06/24/2024	872166	Verizon Wireless	PD Program	$ 80.02	CCSIU RAVEN
06/24/2024	872166	Verizon Wireless	Phone System	$ 80.06	WRF Cradle Point Belknap Cradle Point
06/24/2024	872166	Verizon Wireless	Public Safety	$ 40.01	Bait Car
06/24/2024	872166	Verizon Wireless	Public Safety	$ 40.01	Fire Drone Hotspot
06/24/2024	872166	Verizon Wireless	Public Safety	$ 40.01	Fire MDT
06/24/2024	872166	Verizon Wireless	Public Safety	$ 50.03	Fire MDT
06/24/2024	872166	Verizon Wireless	Public Safety	$ 400.12	MDT Toughbooks
06/24/2024	872166	Verizon Wireless	Public Safety	$ 40.01	Police Bait Car
06/24/2024	872166	Verizon Wireless	Public Safety	$ 50.03	Police iPad Chiefs
06/24/2024	872166	Verizon Wireless	Public Safety	$ 20.02	Police MiFi
06/24/2024	872166	Verizon Wireless	Solid Waste	$ (23.77)	PW-Solid Waste
06/24/2024	872166	Verizon Wireless	Solid Waste	$ 93.96	PW-SW-ON CALL Solid Waste On Call
06/24/2024	872166	Verizon Wireless	Solid Waste	$ 24.19	PW-SW-ON CALL Solid Waste On Call
06/24/2024	872166	Verizon Wireless	Solid Waste	$ 257.78	Solid Waste Tablets -Routware
06/24/2024	872166	Verizon Wireless	Street/Traffic	$ 174.67	PW-Streets iPads and Street Cameras
06/24/2024	872166	Verizon Wireless	Street/Traffic	$ -	PW-Streets City Works
06/24/2024	872166	Verizon Wireless	Street/Traffic	$ 242.18	PW-STRT TRFC Streets
06/24/2024	872166	Verizon Wireless	Transit	$ 309.02	MET AVL
06/24/2024	872166	Verizon Wireless	Transit	$ 1,120.28	MET Max Transit
06/24/2024	872166	Verizon Wireless	Transit	$ 970.36	MET Max Transit
06/24/2024	872166	Verizon Wireless	Transit	$ 120.21	MET Transit
06/24/2024	872166	Verizon Wireless	Wastewater	$ 520.13	MET Tablets
06/24/2024	872166	Verizon Wireless	Water	$ -	PW Belknap Meter Shop
06/24/2024	872166	Verizon Wireless	Water	$ 27.32	PWBLKNP Water Treatment
06/24/2024	872166	Verizon Wireless	Water	$ 40.01	PWBLNP Comm-Meter CityWorks/Neptune
06/24/2024	872166	Verizon Wireless	Water	$ 67.33	PWBLNP Comm-Meter CityWorks/Neptune

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/24/2024	872169	Western Municipal	Storm Sewer	$ 226,905.92	Wicks Lane & Bitterroot Drive Storm Drain Improv
06/24/2024	872169	Western Municipal	Water	$ 837,597.58	2024 Water Main Replacement

City Council Regular

Date:	07/22/2024
Title:	Public Hearing and Amendment to Ordinance 24-457, 24-467, 24-473, 24-1004 and Repealing 24-1005, 24-1006, and 24-1011
Presented by:	Tracy Scott, Parking Manager
Department:	Parking
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Recommendation to amend BMCC Sections 24-457 Violation-Records, 24-467 Failure to pay parking fees, 24-473, Penalties, 24-1004 Parking violation-Procedure generally, 24-1005 Same-Response failure action, 24-1006 Violation citation compliance failure; warrant for arrest, and 24-1011 Penalty for violations.

The Public Hearing Notice submitted for Monday, July 22, 2024, initially included Sec. 24-457, 24-467, 24-473 and 24-1004 through 24-1011. The decision was made that 24-1007, 24-1008, 24-1009, and 24-1010 did not require amendments.

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

Article 24-1000 of the Billings, Montana City Code (BMCC) has not been reviewed or amended since approximately 1993. In the case of certain sections, it has been longer since there has been a review. Amendments are necessary to update the BMCC, to ensure proper alignment with Parking Division enforcement practices regarding violations, and to clarify procedures for those who wish to contest parking citations. Additionally, amendments are proposed that will consolidate the procedures for both issuance of citations and contesting citations in order to ensure uniformity among the various types of parking violations.

STAKEHOLDERS

City of Billings
Downtown Visitors

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve; or
- Make recommendation from Council.

FISCAL EFFECTS

The city will be monitoring potential changes in the fiscal effects.

Attachments

Clean Version of Ordinance
Redlined Version of Ordinance pdf

ORDINANCE 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING SECTIONS 24-457, 24-467, 24-473, 24-1004 AND REPEALING 24-1005, 24-1006, 24-1011

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

Section 1. That Section 24-457 of the Billings Montana City Code (BMCC) is amended so that such section shall read as follows:

SECTION 24-457. Violations

A violation of the provisions in Division 4 – Parking Meters and Zones is designated as a municipal infraction. Alleged violations shall be enforced under and subject to the penalties and procedures as provided in Sec. 24-1004.

Section 2. That Section 24-467 of the BMCC is amended so that such section shall read as follows:

SECTION 24-467. Failure to pay parking fees

A person who parks in a non-metered city parking space controlled by limited time parking signs is required to pay an hourly or monthly parking fee in the manner and at the time set by the city. Failure to pay the fee when due is designated as a municipal infraction and an alleged violation shall be enforced under and subject to the penalties and procedures as provided in Sec. 24-1004. Each violation that occurs is a separate offense.

Section 3. That Section 24-473 of the BMCC is amended so that such section shall read as follows:

SECTION 24-473. Penalties

Violations of the provisions in Division 5 – Fire Lanes are designated as municipal infractions. An alleged violation of the provisions in Division 5 – Fire Lanes shall be enforced under and subject to the penalties and procedures as provided in Sec. 24-1004.

Section 4. That Section 24-1004 of the BMCC is amended so that such section shall read as follows:

SECTION 24-1004. Parking violation – Procedure generally

(A) Violation for improperly parked vehicle.

1. Whenever any motor vehicle with or without a driver is found parked or stopped in violation of any of the restrictions imposed by ordinance of this city or by state law, the vehicle may be cited for the appropriate parking violation. The notice of violation shall be in the form of a citation authorized by the city. The city employee issuing the notice of violation shall note the vehicle's license plate or vehicle identification number and any other information concerning the vehicle that will identify it and, if the driver is not present, shall serve the citation by placing on the vehicle a notice of the parking violation, or alternatively serve directly on the owner/operator of the vehicle in person or serve the citation by regular mail.

2. The registered owner of a vehicle at the time the violation occurred shall be liable for all fines, fees and penalties related to the specific violation.

3. The registered owner at the time a vehicle is found to be in violation of any provisions of this article shall remain liable for all violations despite having subsequently sold, transferred, or otherwise conveyed the vehicle.

(B) Notice of Violation.

Employees under the supervision of the parking manager, as well as code enforcement personnel, college campus police, airport police and those under the supervision of the chief of police are authorized to provide enforcement of parking regulations and issue related notices of violation for parking violations as set forth in the BMCC or violations of MCA Title 61 (Motor Vehicles) and MCA 49-4-302 (Disability Parking Permits). Employees under the supervision of the parking manager and under the supervision of the chief of police are authorized to immobilize and/or impound a vehicle in accordance with this section.

1. The form of the notice of the violation shall be designated by the city, but shall contain in substance the following information:
    a. A statement that the notice of the violation represents a determination that a violation of this article or other parking prohibition has been committed by the owner or user of the vehicle and that the determination shall be final unless contested as provided by this article;
    b. A statement that failure to pay a violation may result in immobilization and/or impoundment of the vehicle for which the owner may be liable for a penalty, administrative fees, including towing, handling and storage costs;
    c. A statement of the specific provision of this article violated and for which the citation was issued;
    d. A statement of the monetary penalty established for the parking violation, including that the violation may subject the owner to additional administrative

fees if not paid within ten working days of the date of issuance of the citation; and

e. Information advising the owner of the vehicle that they must admit the violation and pay the associated penalty, or deny the violation and request an appeal pursuant to BMCC 24-1004(D).

2. The notice of violation represents a determination that a violation has been committed, and such determination shall be final unless contested as provided herein.

3. Nothing herein shall be deemed to invalidate any previous notice or citation issued by the city regarding a violation under this article or other parking prohibition.

The original citation must be filed with the city parking division and may be disposed of only by official action of the city or by payment of a fine to the finance department or parking division.

C. Response to notice of violation required.

1. Any person who receives notice of a violation of this article shall respond to such notice as provided herein within ten business days of the date of the issuance of the notice, by either paying the penalty set forth in the notice or requesting an administrative appeal pursuant to subsection D of this section. If the person receiving notice fails within ten business days to either pay the penalty or to request an administrative appeal, said failure shall result in the assessment of a $20.00 administrative fee which shall be in addition to the penalty.

2. If the owner of a vehicle cited for a parking violation has not responded to the notice of violation within ten business days as provided in subsection (C)(1) of this section, the city shall send a written notice within ten business days of the date of notice by regular mail to the last known address of the registered owner of the vehicle. Such notice shall state that if the owner of the vehicle does not respond to the notice within ten business days of the date of the notice by either paying the penalty and possible administrative fee or by requesting in writing an administrative appeal pursuant to these procedures, the owner shall be deemed to have waived the owner's right to an administrative appeal and the determination that a violation was committed shall be considered final. Any person who fails to request an administrative appeal or pay the fine described in this subsection shall be deemed to have refused to pay the fine levied by the citation and shall authorize the city to proceed to collect the fine and all possible administrative fees in any manner available to the city.

3. All payments made by a person regarding a notice of a violation under this article shall be paid only to the city finance department or parking division.

D. Administrative appeal of parking citation.

Any person cited for a violation of this article may contest the determination that a violation occurred by submitting to the city a notice of administrative appeal of

parking citation within the time parameters set forth in subsection (C) of this section. The notice of appeal must contain a written statement detailing the appellant's argument that the citation was issued in error and may include photographs, or any other information the appellant wishes to rely upon. The citing employee's supervisor ("administrative reviewer") shall review the information submitted and, within fifteen (15) business days of submittal of the notice of appeal, the city shall inform the appellant via regular mail or other communication approved by the appellant, whether the citation is affirmed, modified, or dismissed. If the citing officer's decision is affirmed or modified, the petitioner shall have ten (10) business days from the date of mailing or other approved communication of the decision to pay the penalty. Failure to pay within the ten (10) business day period shall result in the assessment of a $20.00 administrative fee which shall be in addition to the penalty, and shall authorize the city to proceed to collect the fine and all administrative fees in any manner available to the city.

E. Rehearing and judicial review.

1. The City Administrator or a designee shall be responsible for review of an administrative reviewer’s decision, if requested. In no event shall the administrative reviewer whose decision is being reviewed be the designeee.
2. A request for review of a decision of an appellate reviewer shall be submitted to the City Administrator or designee within fifteen (15) business days of the administrative reviewer's determination. The City Administrator or a designee shall have the power to review the facts and the law in order to affirm, reverse, or modify any original decision for error of fact or law.
3. Procedure. The hearing shall afford a reasonable opportunity for person(s) to demonstrate by the statements of witnesses and other evidence that the citation was invalid or unjustified. The City Administrator or designee shall establish the necessary rules and regulations regarding the conduct of such hearings.
4. Appearance of officer. The officer or other person authorized by the city who issued the notice of violation shall not be required to appear at the hearing unless the City Administrator or a designee determines that the officer's presence is required. The City Administrator or a designee may grant one postponement if the officer is not available at the time of the hearing.
5. Determination. At the conclusion of the hearing, the City Administrator or a designee shall immediately render a decision, either finding the person liable and assessing a fine in the appropriate amount as authorized by the BMCC or declaring the violation unproven.
6. Failure to appear. Failure of the appellant to appear at a hearing when required to appear shall constitute an admission of the parking violation and shall subject the person charged with the violation to the appropriate fines and costs assessed by the city acting through the City Administrator or a designee and shall authorize the city to proceed to collect the fine and all administrative fees in any manner available to the city.

7. The decision of the City Administrator or a designee shall be the final decision by the city. Any person aggrieved by a decision may file a petition for judicial review in a court of competent jurisdiction. An appeal must be brought within thirty (30) calendar days from the date of the decision of the City Administrator or a designee, and confined to review of the record and questions of law.

Section 5. That Section 24-1005 of the BMCC is repealed.

Sec. 24-1005. Reserved.

Section 6. That Section 24-1006 of the BMCC is repealed.

Sec. 24-1006. Reserved.

Section 7. That Section 24-1011 of the BMCC is repealed.

Sec. 24-1011. Reserved.

Section 8. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 9. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 10. **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 22nd day of July, 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 SECTIONS 24-457, 24-467, 24-473, 24-1004 AND REPEALING 24-1005, 24-1006, 24-1011

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

Section 1. That Section 24-457 of the Billings Montana City Code (BMCC) is amended so that such section shall read as follows:

SECTION 24-457. Violations ~~- **Records**It shall be the duty of the city administrator to keep account of all violations of this division and to:~~

~~(1) Record the number of the parking meter adjacent to the vehicle which is or has been parked in violation of any of the provisions of this division;~~

~~(2) Record the state license number of the vehicle;~~

~~(3) Record any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending the violation;~~

~~(4) Conspicuously affix to the vehicle a notice in writing that it has been parking in violation of this division and instruct the owner or operator to answer in regard to the violation within five (5) days during the hours and at the place specified in the notice.~~

A v~~V~~iolation of the provisions in Division 4 – Parking Meters and Zones is designated as a municipal infraction. Alleged violations shall be enforced under and subject to the penalties and procedures as provided in Sec. 24-1004.

Section 2. That Section 24-467 of the BMCC is amended so that such section shall read as follows:

SECTION 24-467. Failure to pay parking fees

~~. Failure to pay parking fees of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:~~

A person who parks in a non-metered city parking space controlled by limited time parking signs is required to pay an hourly or monthly parking fee in the manner and at the time set by the city. ~~A person who fails to pay the required parking fee when due shall be subject to civil penalties as specified in section 18-1304.~~ Failure to pay the fee when due is designated as a municipal infraction and an alleged violation shall be

enforced under and subject to the penalties and procedures as provided in Sec. 24-1004. Each ~~day that a~~ violation that occurs is a separate offense.

Section 3. That Section 24-473 of the BMCC is amended so that such section shall read as follows:

SECTION 24-473. Penalties

Violations of ~~this article~~ the provisions in Division 5 – Fire Lanes are designated as municipal infractions. ~~and punishable by civil penalties as specified in section 18-1304.~~ An alleged violation of the provisions in Division 5 – Fire Lanes shall be enforced under and subject to the penalties and procedures as provided in Sec. 24-1004.

Section 4. That Section 24-1004~~.~~ of the BMCC is amended so that such section shall read as follows:

SECTION 24-1004. Parking violation – Procedure generally

(A) Violation for improperly parked vehicle.

1. Whenever any motor vehicle with or without a driver is found parked or stopped in violation of any of the restrictions imposed by ordinance of this city or by state law, ~~the police officer, airport police officer, firefighter, person granted authority by the city administrator to issue notices or citations for violations of parking law, or parking meter attendant observing such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a notice in writing, on a form provided by the city administrator, for the driver to answer to the charge against him or her within five (5) days, during the hours and at a place specified in the notice. The officer, firefighter or parking meter attendant shall send a copy to the city administrator.~~

~~(b) Any person wishing to obtain authority from the city administrator to issue notices or citations for violations of parking laws shall first complete a course of instruction as prescribed and presented by the city administrator or his/her designee.~~

~~(c) A parking meter attendant is defined to be any person employed by the city with the authority given to such person to issue notices or citations for violation of traffic laws.~~ the vehicle may be cited for the appropriate parking violation. The notice of violation shall be in the form of a citation authorized by the city. The city employee issuing the notice of violation shall note the vehicle's license plate or vehicle identification number and any other information concerning the vehicle that will identify it and, if the driver is not present, shall serve the citation by placing on the vehicle a notice of the parking violation, or alternatively serve directly on the owner/operator of the vehicle in person or serve the citation by regular mail.

2. The registered owner of a vehicle at the time the violation occurred shall be liable for all fines, fees and penalties related to the specific violation.

3. The registered owner at the time a vehicle is found to be in violation of any provisions of this article shall remain liable for all violations despite having subsequently sold, transferred, or otherwise conveyed the vehicle.

(B) Notice of Violation.

Employees under the supervision of the parking manager, as well as code enforcement personnel, college campus police, airport police and those under the supervision of the chief of police are authorized to provide enforcement of parking regulations and issue related notices of violation for parking violations as set forth in the BMCC or violations of MCA Title 61 (Motor Vehicles) and MCA 49-4-302 (Disability Parking Permits). Employees under the supervision of the parking manager and under the supervision of the chief of police are authorized to immobilize and/or impound a vehicle in accordance with this section.

1. The form of the notice of the violation shall be designated by the city, but shall contain in substance the following information:

   a. A statement that the notice of the violation represents a determination that a violation of this article or other parking prohibition has been committed by the owner or user of the vehicle and that the determination shall be final unless contested as provided by this article;
   b. A statement that failure to pay a violation may result in immobilization and/or impoundment of the vehicle for which the owner may be liable for a penalty, administrative fees, including towing, handling and storage costs;
   c. A statement of the specific provision of this article violated and for which the citation was issued;
   d. A statement of the monetary penalty established for the parking violation, including that the violation may subject the owner to additional administrative fees if not paid within ten working days of the date of issuance of the citation; and
   e. Information advising the owner of the vehicle that they must admit the violation and pay the associated penalty, or deny the violation and request an appeal pursuant to BMCC 24-1004(D).

2. The notice of violation represents a determination that a violation has been committed, and such determination shall be final unless contested as provided herein.

3. Nothing herein shall be deemed to invalidate any previous notice or citation issued by the city regarding a violation under this article or other parking prohibition.

The original citation must be filed with the city parking division and may be disposed of only by official action of the city or by payment of a fine to the finance department or parking division.

C. Response to notice of violation required.

1. Any person who receives notice of a violation of this article shall respond to such notice as provided herein within ten business days of the date of the issuance of the notice, by either paying the penalty set forth in the notice or requesting an administrative appeal pursuant to subsection D of this section. If the person receiving notice fails within ten business days to either pay the penalty or to request an administrative appeal, said failure shall result in the assessment of a $20.00 administrative fee which shall be in addition to the penalty.

2. If the owner of a vehicle cited for a parking violation has not responded to the notice of violation within ten business days as provided in subsection (C)(1) of this section, the city shall send a written notice within ten business days of the date of notice by regular mail to the last known address of the registered owner of the vehicle. Such notice shall state that if the owner of the vehicle does not respond to the notice within ten business days of the date of the notice by either paying the penalty and possible administrative fee or by requesting in writing an administrative appeal pursuant to these procedures, the owner shall be deemed to have waived the owner's right to an administrative appeal and the determination that a violation was committed shall be considered final. Any person who fails to request an administrative appeal or pay the fine described in this subsection shall be deemed to have refused to pay the fine levied by the citation and shall authorize the city to proceed to collect the fine and all possible administrative fees in any manner available to the city.

3. All payments made by a person regarding a notice of a violation under this article shall be paid only to the city finance department or parking division.

D. Administrative appeal of parking citation.

Any person cited for a violation of this article may contest the determination that a violation occurred by submitting to the city a notice of administrative appeal of parking citation within the time parameters set forth in subsection (C) of this section. The notice of appeal must contain a written statement detailing the appellant's argument that the citation was issued in error and may include photographs, or any other information the appellant wishes to rely upon. The citing employee's supervisor ("administrative reviewer") shall review the information submitted and, within fifteen (15) business days of submittal of the notice of appeal, the city shall inform the appellant via regular mail or other communication approved by the appellant, whether the citation is affirmed, modified, or dismissed. If the citing officer's decision is affirmed or modified, the petitioner shall have ten (10) business days from the date of mailing or other approved communication of the decision to pay the penalty. Failure to pay within the ten (10) business day period shall result in the assessment of a $20.00 administrative fee which shall be in addition to the penalty, and shall authorize the city to proceed to collect the fine and all administrative fees in any manner available to the city.

E. Rehearing and judicial review.

1. The City Administrator or a designee shall be responsible for review of an administrative reviewer's decision, if requested. In no event shall the administrative reviewer whose decision is being reviewed be the designeee.

2. A request for review of a decision of an appellate reviewer shall be submitted to the City Administrator or designee within fifteen (15) business days of the administrative reviewer's determination. The City Administrator or a designee shall have the power to review the facts and the law in order to affirm, reverse, or modify any original decision for error of fact or law.

3. Procedure. The hearing shall afford a reasonable opportunity for person(s) to demonstrate by the statements of witnesses and other evidence that the citation was invalid or unjustified. The City Administrator or designee shall establish the necessary rules and regulations regarding the conduct of such hearings.

4. Appearance of officer. The officer or other person authorized by the city who issued the notice of violation shall not be required to appear at the hearing unless the City Administrator or a designee determines that the officer's presence is required. The City Administrator or a designee may grant one postponement if the officer is not available at the time of the hearing.

5. Determination. At the conclusion of the hearing, the City Administrator or a designee shall immediately render a decision, either finding the person liable and assessing a fine in the appropriate amount as authorized by the BMCC or declaring the violation unproven.

6. Failure to appear. Failure of the appellant to appear at a hearing when required to appear shall constitute an admission of the parking violation and shall subject the person charged with the violation to the appropriate fines and costs assessed by the city acting through the City Administrator or a designee and shall authorize the city to proceed to collect the fine and all administrative fees in any manner available to the city.

7. The decision of the City Administrator or a designee shall be the final decision by the city. Any person aggrieved by a decision may file a petition for judicial review in a court of competent jurisdiction. An appeal must be brought within thirty (30) calendar days from the date of the decision of the City Administrator or a designee, and confined to review of the record and questions of law.

Section 5. That Section 24-1005 of the BMCC is repealed.

~~***Sec. 24-1005. Same—Response failure action***~~***Reserved.***

~~*If a violator of the restrictions on stopping, standing or parking under the traffic laws or ordinances does not appear in response to a notice affixed to such motor vehicle within a period of five (5) days, the city administrator shall send to the registered owner of the motor vehicle to which the notice was affixed a final written notice informing him or her of the violation and warning him or her that, if such final notice is disregarded for a period of*~~

~~*fourteen (14) days, a complaint will be filed and application will be made for a warrant of arrest.*~~

Section 6. That Section 24-1006 of the BMCC is repealed.

Sec. 24-1006. ~~Violation citation compliance failure; warrant for arrest~~Reserved.

~~*If any person fails to comply with a notice given to such person or attached to a vehicle or final written notice or fails to make appearance pursuant to a notice directing an appearance in city court, or if any person fails or refuses to pay the fine as required and within the time permitted by ordinance, the city administrator shall file a complaint against such person and apply for a warrant for his or her arrest.*~~

Section 7. That Section 24-1011 of the BMCC is repealed.

Sec. 24-1011. ~~Penalty for violations~~Reserved.

~~*The city administrator or designee shall establish a bond schedule for parking violations subject to the maximum penalties established in section 1-110 and section 18-1304.*~~

Section 8. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 9. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 10. **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 22nd day of July, 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:	07/22/2024
Title:	Public Hearing- Ward Boundary Expansion Ordinance - Amended Ridgeline Subdivision Annexation
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward V.

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

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. At this time, the phasing lines on the filed Ridgeline Subdivision did not match the annexation resolution approved in 2021. This created a lot that was partially within both the City and County. On June 24, 2024, City Council approved Resolutions 24-11209 to correct a portion of annexed land to align with the phasing boundaries shown on the filed plat of Ridgeline Subdivision Document No. 4050464.

Upon Council approval, this annexation amendment, Resolution 24-11209 requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting. Upon Approval, the second reading will occur August 12, 2024.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward V, or;
- Disapprove adding the subject property to Ward V. Disapproval will not modify the boundary of Ward V and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD V PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward V the following described real property:

Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

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;

Also known as Phase 1

See Exhibit “A” Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the

election administrator not more than ten (10) days after the effective date of this ordinance.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 22nd day of July, 2024.

PASSED by the City Council on the second reading this 12th day of August, 2024.

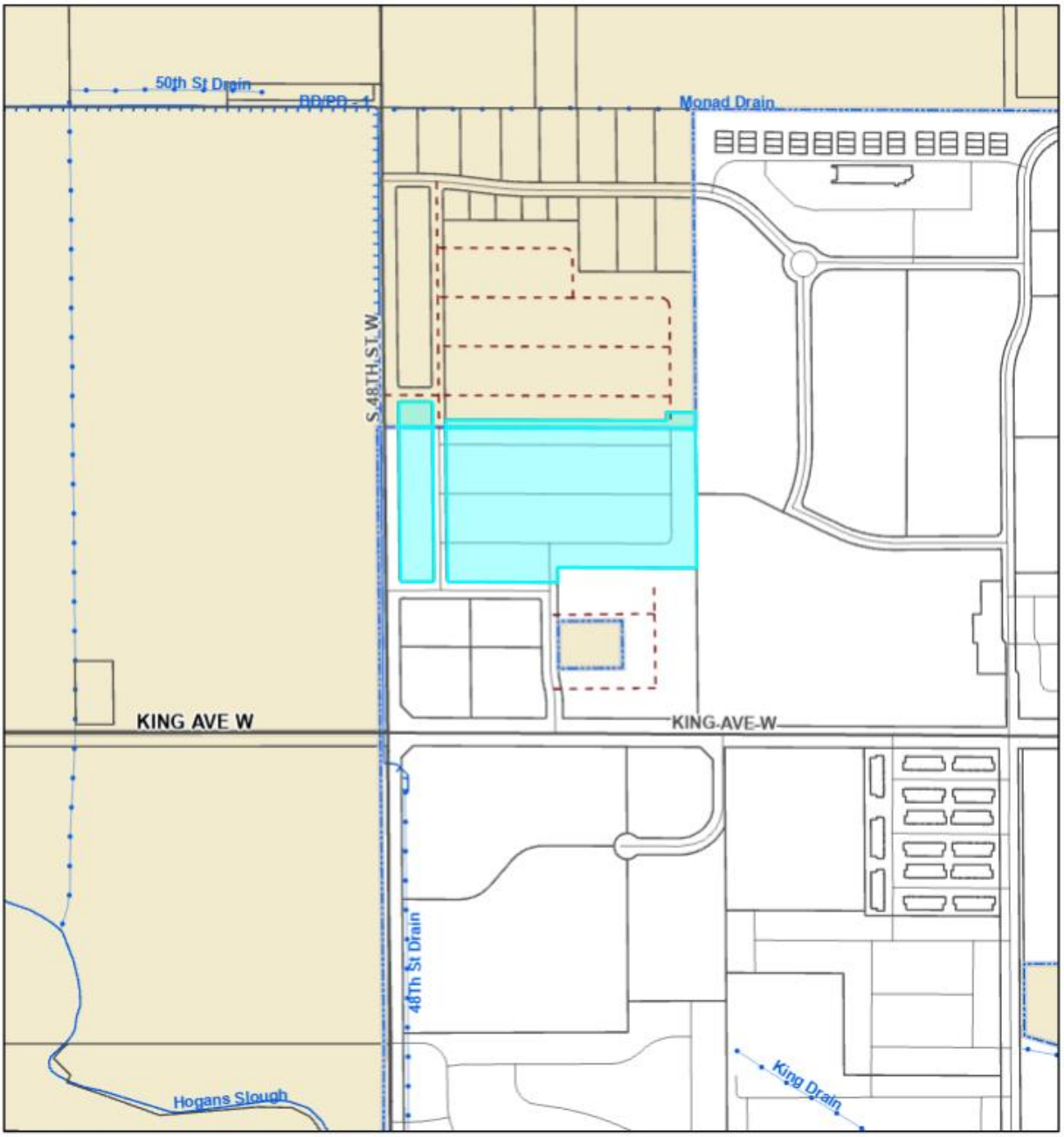
THE CITY OF BILLINGS:

_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

Exhibit A


50th St Drain
RD/PD 1
Monad Drain
S.48TH.ST.W
KING AVE W
KING AVE W
48Th St Drain
Hogans Slough
King Drain

City Council Regular

Date:	07/22/2024
Title:	City Zone Change 1052 - Zimmerman Home Place Block 1, Lot 3 - NO to NX3 - 1st reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-24-00141

RECOMMENDATION

The Zoning Commission is recommending approval and adoption of the proposed findings of the 10 review criteria for Zone Change 1052.

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

This is a zone change request from Neighborhood Office (NO) to Mixed Residential 3 (NX3) to allow multifamily development in multi-story structures on one 3.17-acre lot in the Zimmerman Home Place Subdivision (3rd Filing - Block 1, Lot 3). The lot is directly south of the lot at the intersection of Colton Blvd and Zimmerman Trail that is under development for a multi-tenant office building. The lot is separated from the Children's Clinic medical office at 3401 Avenue E to the south by another undeveloped lot that is not part of this zone change application. The eastern 31 feet of the subject property is not included in the zone change and will remain in the NO zone district. There are allowed uses in the NO district such as, wireless communications, electric vehicle charging stations, parks, small solar energy systems and community gardens that could be developed in this area.

Prior to the adoption of the new zoning code, the city and county regularly zoned property on arterial street frontages with low density residential or low-intensity commercial zones such as, Residential Professional (RP). The new zoning for the city requires different choices for arterial street frontages, including mixed-use districts or mixed residential districts. This is to ensure that lower density neighborhoods are in areas away from traffic noise, and do not need to "wall off" the neighborhood from the adjoining street. In the code update in 2021, the corollary zone for RP was Neighborhood Office (NO) and parcels that were vacant at the time of the update, went from RP to NO. Neither the RP zone nor the NO zone are appropriate for such a large area, such as the subject property on an arterial street. The property to the north at the intersection of Colton Blvd, a collector street, and Zimmerman Trail, an arterial street, does fit in the NO zone district intended use categories at the entry to the Zimmerman Home Place neighborhood. The district description for NO includes this language: "*The NO district is intended to accommodate office and office/residential uses on neighborhood corridors and internal neighborhood locations where other commercial uses are inappropriate. This district is meant to be highly walkable and accessible to pedestrians and to fit well with the context of adjacent neighborhood residential buildings,* ***when located on corners or block ends***." (BMCC 27-402) The subject property and the lot to the south do not meet the district descriptions for a NO zone being at street intersections at entrances to the neighborhood. The lot to the south is not included in this zone change application.

The proposed zoning of NX3 is intended in this location to allow multifamily development for older residents in a cooperative corporation building or buildings. Cooperative housing development is similar to "unit-ownership" but the building and land is owned wholly by a corporation and the right to occupy a dwelling unit is purchased as "shares" of the property. All maintenance and care of the dwelling units and grounds is part of the service the corporation provides. For example, if a major building system needs to be replaced, it is done by the corporation. Snow removal, landscape maintenance and other daily necessities are provided. When you buy into a co-op, you're not purchasing a piece of property or unit in a building. You're buying shares in the nonprofit corporation that owns the building. You'll receive stock instead of a title as you would with a traditional home purchase. A co-op's ownership structure makes this a unique housing option, with its focus on shared ownership and collaboration to run the property. Buying a co-op typically involves a demanding application process, including an interview with a co-op board. The board may ask you to submit character references and require financial vetting before approving you to purchase shares.

The NX3 zoning allows buildings up to 4 stories in height while the NO zone allows up to 2.5 stories. The minimum story height in the NO zone is nine feet and the maximum is 12 feet. A building within the NO zone can range from 22.5 feet (plus a roof) to 36 feet (plus a roof). In the NX3 zone there is no minimum or maximum story height. A typical minimum story height measured from floor to floor is 9 feet. A four-story building could be up to 36 feet plus a roof structure. As a comparison, the N3 zone district can allow a 3-story dwelling up to 34 feet in height.

There is a variety of zone districts in the area including the Mixed Residential 3 (NX3) to the west, NO north and south of the subject property, and Suburban Neighborhood Residential (N3) east across Zimmerman Trail, a 120-foot wide principal arterial street. The homes in the N3 zone do not take frontage from Zimmerman Trail and are behind some landscaping and a sight-obscuring fence that runs parallel to the street. Most of these patio homes and townhomes were built on private streets in the late 1990s and early 2000s. Most are single-story, single-family homes. The 2023 assessed value of these dwellings ranges from 340K to over 400K. The multifamily apartments to the west are under construction with some buildings complete and occupied and others completing construction. The listed rents for these one and two-bedroom apartments range from $1,800 to $2,200 per month depending on size. There is a resident clubhouse and amenities within the complex that make this an above average rental development that commands a higher market price. There are also two-unit townhomes planned for the Colton Blvd frontage.

Zimmerman Trail is an arterial street and was completed from Poly Drive to Broadwater Avenue in 2004/2005. Prior to this time, Zimmerman Trail was known as 34th St West north of Grand Avenue and 32nd St West south of Broadwater. The city acquired the right-of-way and built the connection as an arterial street to complete this part of the city's street network. There are few north/south arterial streets west of 17th St West. Zimmerman Trail carries about 15,000 vehicle trips per day along this corridor between Broadwater Avenue and Poly Drive. Additional traffic is expected when several new apartment projects are completed in the next few years, including the Zimmerman Home Place development and the Icon and Steward Land apartments south of Grand in Cardwell Ranch Subdivision. Zimmerman Trail is a 2-3 lane arterial street with a capacity to handle larger volumes of traffic. There are traffic signals at Rimrock Road, Poly Drive, Grand Avenue, and Broadwater Avenue. South of Broadwater Avenue, the street name changes to 32nd St West. A mixed residential development on these parcels would likely require a traffic study update to ensure nearby intersections can still function as designed. Any traffic management or upgrades would be the responsibility of the project developer per the direction of the City Engineering Division. Zimmerman Home Place subdivision has already paid the proportionate share for nearby street and traffic management improvements. Any updates to the traffic impact study may or may not require additional payments.

APPLICATION DATA

OWNER: Highlands ZHP Subdivision LLC, Preston Lees
AGENT: Performance Engineering, Craig Dalton, P.E.
LEGAL DESCRIPTION: Lot 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing
CURRENT ZONING: NO
EXISTING LAND USE: Vacant
PROPOSED USE: Mixed residential with a cooperative housing development
SIZE OF PARCEL: 3.17 acres

SURROUNDING ZONING AND LAND USE

NORTH:
Zoning: NO - Neighborhood Office
Land Use: Multi-tenant office building under construction at 3412 Colton Blvd
SOUTH:
Zoning: NO
Land Use: Vacant land
EAST:
Zoning: N3 - Suburban Neighborhood Residential
Land Use: Single family homes
WEST:
Zoning: NX3 - Mixed Residential 3 and P1 - Public 1
Land Use: Apartments and parkland

This area of Billings has been developing over the past 10 to 15 years following the connection of Zimmerman Trail through the Yegen Family Grand Avenue Farm and the major reconstruction of Shiloh Road, another major north/south connection. The Zimmerman family chose to zone the property outside the city limits in 2016, and then market the pre-entitled property to developers who would then annex and build within the city limits. In 2017, Town Pump bought all the commercially zoned property on the southeast corner of the subdivision and put in a new gas station, convenience food store, liquor store and casino. The property to the northwest went through a Planned Neighborhood Development zone change when it was annexed in early 2022. A PND zone change was not required, but the owner preferred this zoning process to allow for placement of the Public 1 zone parcels within the new apartment development (Zone Change 1009).

There are challenges to an area of urban development that is on an infill property with existing development around it. This is not meant to ensure homogeneous development patterns between neighborhoods, but the development plan should include similar and compatible zone districts, connectivity where and when needed, and recognition of similar

goals for both types of property. The 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan goals and policies support the proposed zoning of NX3 for the subject property with arterial street frontage. The NX3 zone district is intended to be placed on arterial street corridors where neighborhood zoning can be adjacent or across the street. The uses allowed within the NX3 zone is a residential zone district that would not cause noise or disruptions to adjacent or nearby neighborhoods. The West Billings Neighborhood Plan goals and objectives stated the need to locate more intense uses along arterial street corridors and offer a range of housing choices and development densities. The proposed zone change supports these goals. The 2016 Billings Growth Policy supports a broad range of housing choices, encourages more walkable neighborhoods with connectivity to other transportation options, and building the community fabric through urban-designed public spaces. The proposed zone change supports these goals as well.

STAKEHOLDERS

The applicant conducted a pre-application meeting at Arrowhead Elementary School on April 16, 2024. The synopsis of the meeting questions and answers are attached to this report. There were two surrounding owners who attended. The planning staff received three letters of comment prior to the Zoning Commission hearing. Those are attached to this report. The Planning staff posted the property, mailed the surrounding property owners and placed a legal ad in the Yellowstone County News as required by the zoning regulations. In addition, the application was posted online on the "Current Zoning Applications" webpage maintained by the Planning Division.

City Zoning Commission Hearing July 2, 2024

The Zoning Commission held its hearing on July 2, 2024, and received the staff recommendation of approval and testimony from the applicant's agent, Craig Dalton of Performance Engineering. The prospective developer, Andrew Schaeffer of Village Cooperative, presented information about the new type of housing choice for seniors. No other testimony was received at the hearing.

Commission Chair Daniel Brooks closed the public hearing. Commission member Andy Megorden made a motion to recommend approval and adoption of the findings of the 10 review criteria. The motion was seconded by Commission member Beau Mulvaney, and was approved on a 4-0 vote.

ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1052 as recommended by the Zoning Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1052; or,
- Delay action on the zone change request for up to 30 days at the request of the applicant or on its own motion;or
- Refer the application back to the Zoning Commission for an additional public hearing based on 1) new information submitted that the applicant and public has not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or withdrawal of the application.

FISCAL EFFECTS

Approval or denial of the proposed zone change should not have an effect on the Planning Division budget.

SUMMARY

Before making a decision on Zone Change 1052, the City Council shall consider the following findings of the ten review criteria as recommended by the Zoning Commission:

1) Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is most consistent with the following guidelines of the 2016 Growth Policy and the West Billings Neighborhood Plan (2001):

The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed adjustment to the current zone districts and boundaries is consistent with the following adopted Policies of Planned Growth Goal 1: Establish Development Patterns that Use Land More Efficiently

- Policy A "Promote efficient utilization of land within the West Billings planning area by promoting well-designed, more pedestrian-friendly, urban development patterns with a mix of uses and an efficient, creative use of land."
- Policy K "Increase residential densities within the West Billings planning area by approving requests for

residential zoning that are consistent with this plan."
- Policy M "Development in the West Billings planning area shall provide for a variety of residential types and densities."
- Policy N "Medium and high-density residential development(including elderly and disabled housing) should be located nearby and within walking distance to commercial centers, medical facilities, parks, and recreational amenities."
- Policy R "Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments."

The proposed zoning is compatible with goals of the West Billings Neighborhood Plan. The proposed zone change will accommodate uses that are compatible with a new mixed residential neighborhood. The proposed development will also have good access to the adjacent street network and is in proximity to several residential neighborhoods. The proposed zoning and development will provide for a variety of retail and commercial services as well as housing choices that are not abundant in this area of West Billings. The property is within walking distance of the multi-use trail system, commercial neighborhood services, and neighborhoods.

The proposed amendment is also in line with the adopted 2016 Growth Policy goals for:
Strong Neighborhoods

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale streetlights, street trees and walkable access to public spaces
- Neighborhoods that are safe and attractive and provide essential services are much desired Implementation of the Infill Policy is important to encourage development of underutilized properties
- A mix of housing types that meet the needs of a diverse population is important

Home Base

- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
- Public safety and emergency service response are critical to the well-being of Billings' residents
- Homes that are safe and sound support a healthy community

Prosperity and Essential Investments

- Infill development and development near existing City infrastructure may be the most cost effective
- A diversity of available jobs can ensure a strong Billings' economy
- Retaining and supporting existing businesses helps sustain a healthy economy

2) Is the new zoning designed to secure from fire and other dangers?
The NX3 zone district requires adequate building separations and density limits which creates security from fire and other dangers. Specifically, the NX3 zone regulates setbacks, lot coverage, height and other site characteristics which preserve the ability to protect from fire and other dangers.

3) Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety are promoted by the proposed zoning. This is not a unique trait to the Mixed Residential zone, but instead is promoted by all adopted zoning districts within the City of Billings. The site and structure regulations found in 27-308 and in Table 27-300.7 for the NX3 district promote the minimum standards to ensure public health and safety and promote general welfare. Public health and public safety will be promoted by the proposed change. The property will not have direct vehicle access to Zimmerman Trail but pedestrian access to the multi-use trail will happen as part of the development. Primary vehicle access will be from Green Valley Drive, the west boundary of the property.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
Transportation: The applicant will likely need to provide an update to the already completed traffic impact study for

the subdivision. The applicant will coordinate with the city Engineering Division. The traffic study will analyze each of the adjacent street intersections and determine if mitigation or improvements are needed to accommodate the additional traffic. The City Engineer will determine the required improvements based on the specific information provided in the update or existing traffic study.

Water and Sewer: This property is located in the City Limits and is required to be served by city water and sewer. There are no known negative capacity impacts related to water and sewer that are identified through any adopted studies or staff input.

Schools and Parks: Schools and parks may be affected by the proposed zone change. The NO zoning allows 1-4 family dwellings. The intended development is a housing cooperative that markets to older residents. Development of apartments may or may not attract families with children. SD #2 had no comment on the proposed zoning. The Planning Division coordinates input from the School District administration. The District is beginning the process of evaluating its various districts for elementary, middle and high schools and may make adjustments to address capacity levels at various schools. The closest public park is to the west in the apartment development on the west side of Green Valley Drive. In addition, there are two city-managed public parks to the west; one on 38th St West and a second park in Circle Fifty Subdivision.

Fire and Police: The subject property is served by city public safety services. Development of the property, regardless of the zoning will be served by existing police and fire services. The Police and Fire Departments had no concerns with the zone change as requirements for access, water supply and fire codes would apply to the site and any construction on the subject property.

5) Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed NX3 zone, like all zones, requires minimum setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently vacant. Therefore, any new structure will be required to meet the standards required by Section 27-300.7.

6) Will the new zoning affect motorized and non-motorized transportation?
Non-motorized travel -- walking and biking -- is an essential part of the city's transportation plan both within the proposed development and connecting to adjacent areas. Pedestrian connections to the new development will be allowed from Zimmerman Trail as well as across Green Valley Drive to the west. The subdivision has a no vehicle access strip across the frontage of Zimmerman Trail, so all vehicle access will be from internal streets. The property is close to three fixed route MET bus lines (two on Grand and one on Poly Dr). There are no specific traffic counts on Zimmerman Trail between Rimrock Road and Broadwater Avenue. Traffic counts on Poly Drive near the Zimmerman Trail intersection are about 5,000 to 6,000 vehicle trips per day. Traffic counts on Grand Avenue near the Zimmerman Trail intersections are between 18,000 and 20,000 vehicle trips per day. A traffic impact analysis already completed for the apartment project to the west will need to be updated based on the new zoning and land uses allowed on the subject parcel. Mitigation may be required by the City Engineering Division to ensure all existing and future street intersections are maintained in good capacity.

7) Will the new zoning will promote compatible urban growth?
The proposed increase in the overall development density is compatible with urban growth and the provision of city level services to new residents. The proposed zone district boundaries are consistent with the urban growth in this area and will be compatible with the surrounding neighborhoods.

8) Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. This area between Broadwater Avenue and Rimrock Road is beginning to experience growth and development similar to areas further south in West Billings with similar uses. Zimmerman Trail acts as a major transportation corridor, so the expectation of more intense uses along the corridor is appropriate. A principal arterial street like Zimmerman Trail also acts as a buffer/separation, making the existing single and two-family development on the east side of Zimmerman Trail separated from the proposed NX3 development. The proposed zoning is suitable for the property based on its principal arterial frontage with 151 feet of separation for the N3 zoning on the east side of the principal arterial, the vehicle access will be from Green Valley Drive.

9) Will the new zoning conserve the value of buildings?
There are currently no buildings on the property, therefore the new zoning does not propose a risk of creating a nonconformity or other value associated issues with existing buildings on the site. Any new development must be in conformance with the zoning regulations, thus conserving the value of buildings surrounding the parcel. There has been no evidence to support that the zone change will negatively affect the surrounding property and existing buildings. The new zoning is not expected to alter the value of any buildings in the area. In general, new construction adds property value to existing parcels in the area.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

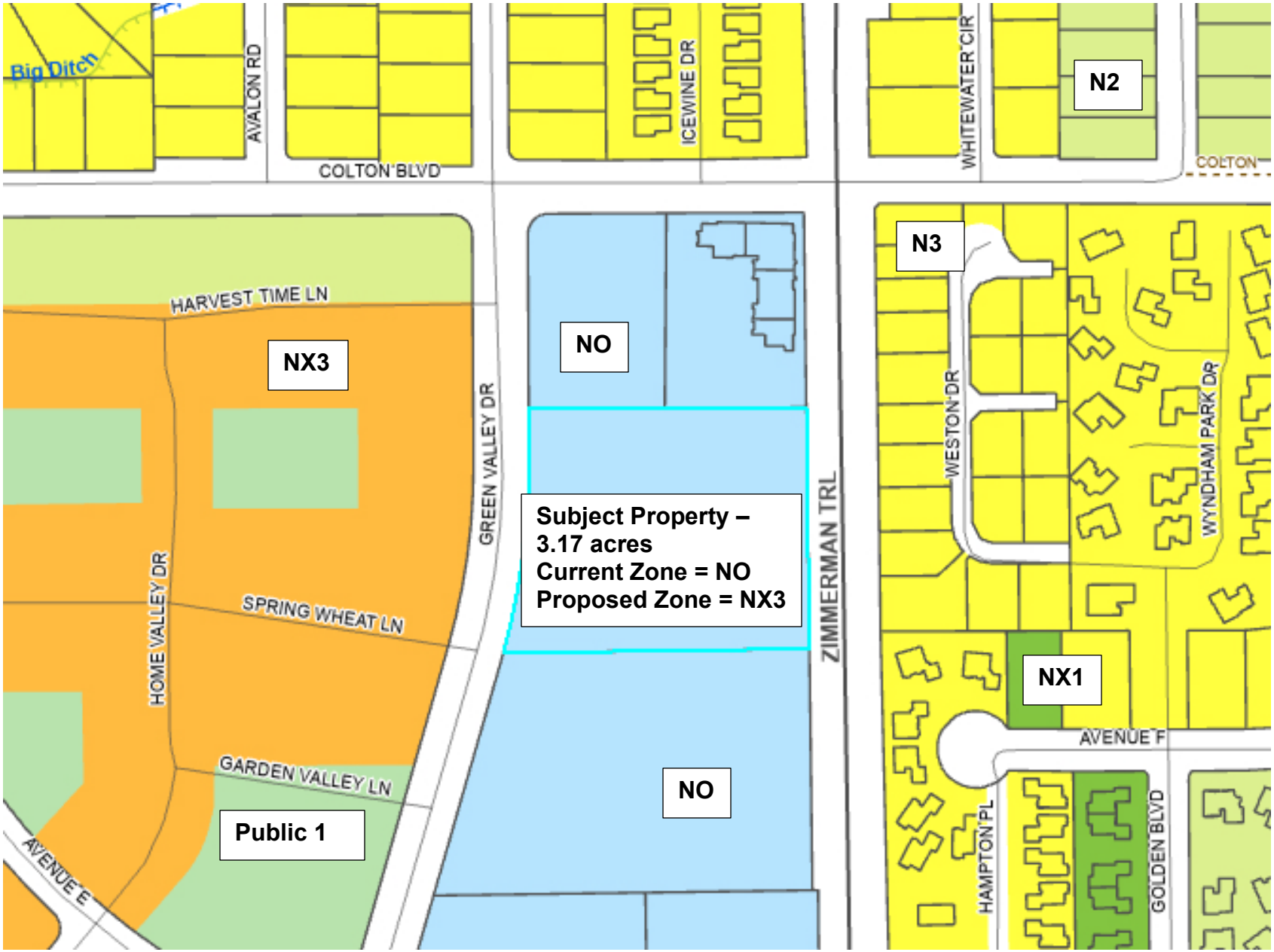
The proposed zone change will encourage the most appropriate use of this land in Billings.

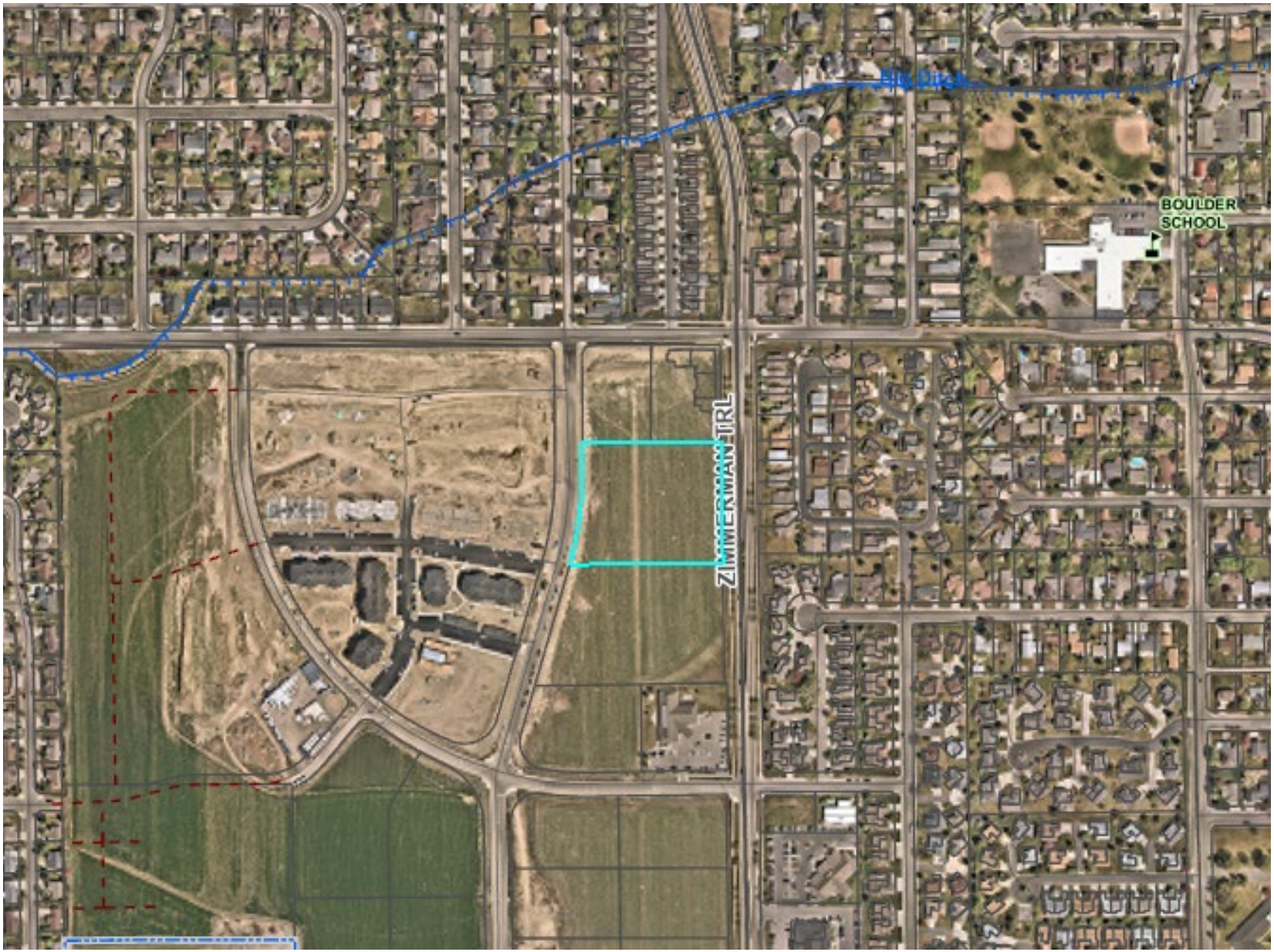
Attachments

ZC 1052 Zoning Map and Site Photos
Chart of Zoning History ZC 1052
ZC 1052 pre app info
Application and Letter ZC 1052
ZC 1052 Public Comments
Ordinance ZC 1052

City Zone Change 1052 – Zimmerman Home Place Sub 3rd Filing – Block 1, Lot 3

Zoning Map and Site Photos




Big Ditch
BOULDER SCHOOL
ZIMMERMAN TRL

Subject Property – view west from Zimmerman Trail

View north on Zimmerman Trail

View north and east across Zimmerman Trail

View south to the Children's Clinic – directly south of subject property

View south on Zimmerman Trail

View north on Zimmerman Trail

Zoning History for ZC 1052 – Zimmerman Home Place Sub 3rd Filing Block 1, Lot 3

SUBJECT PROPERTY	Zone Change #	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Zimmerman Home Place Subdivision	**County ZC 675**	August 2, 2016	A-1 to CC, NC, RP, Public, RMF-R, R-50, R-70 and R-96	Y	CC & NC parcels annexed for Town Pump development 3411 Grand Ave 2018
Zimmerman Home Place Subdivision	**City Zone Change 1009**	March 14, 2022	N3, NX1, NX3, and P1 through a PND to N2, NX1, NX3, and P1	Yes	Concurrent Annexation
Zimmerman Home Place Subdivision	**City Zone Change 1019**	January 9, 2023	NO to CMU1	No	Council allowed withdrawal of application
SURROUNDING PROPERTY	**Zone Change #**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Michelloti Sawyer	1020	10/24/2022	A to NX1 and NX3	Yes	Steward Land townhomes
Cardwell Ranch PD	986	10/26/2020	Update to PD	Y	
E.D. King Sub	782	7/10/2006	A-1 to CC	Y	Country Meadow Apts 1997
1501 Zimmerman Trail	807	7/9/2007	R-60-R to CC & RP	Y	Ace Hardware & Offices
3737 Grand Ave	779	6/26/2006	RP to NC	Y	Multi-tenant office/retail
1500 Golden Blvd	572	2/28/1994	A-1 to RMF	Y	Carriage Homes 1997
3155 Avenue C	413	10/25/1983	R-96 to RMF-R	Y	Aspen Meadows 2005
2291 Avenue C	68	8/26/1974	PD to R-60	Y	Rosepark Plaza Apts 1981

CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: Neighborhood Office (NO)

2. Written description of the Zone Change Plan including existing and proposed new zoning:

   Change of 3.17 acres of existing NO to NX3 generally located on Lot 3, Blk 1 of ZHP Sub 3rd Filing

3. Legal Description of Property:

   Lot 3, Block 1 of Zimmerman Home Place Subdivision, 3rd Filing

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

   West End Task Force

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application

6. A brief synopsis of the meeting results including any written minutes or audio recording.

please attach to on line application

7. The undersigned affirm the following:

   1) The pre-application neighborhood meeting was held on the 16th, day of April, 2024.

   2) The zone change application is based on materials presented at the meeting.

Owner (s):

Highlands ZHP Subdivision LLC Telephone: 406.839.7661

Address:

2116 Broadwater Ave, Suite 101, Billings, MT 59102 Email: preston@beartoothholding.com

Agent (s):

Performance Engineering, Craig Dalton Telephone: 406.384.0080

Address: 608 N. 29th St, Billings, MT 59101 Email: craig@performance-ec.com

Complete this form and upload to your on-line Zone Change application

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

April 9th, 2024

Dear Interested Neighbor,

On behalf of Highlands Apartments, LLC, 2116 Broadwater Ave., Suite 101, Billings, MT 59102, Performance Engineering, LLC, is writing to inform you of a zoning pre-application neighborhood meeting scheduled to be held on **April 16, 2024** at Arrowhead Elementary School, 2510 38th St. West, Billings, MT 59102. Interested parties can attend the meeting held in the Library from 6-7 PM.

The meeting is being held to discuss a proposed zone change regarding the existing properties located southwest of the intersection of Colton Boulevard and Zimmerman Trail. The owner is requesting the properties shown in the attached exhibit, and described below, be re-zoned to accommodate future development:

> **Lot 3, Block 1, of Zimmerman Home Place Subdivision, 3rd Filing, S34, T01N, R25E, City of Billings, Yellowstone County, Montana except the eastern most 31-feet. Having a total area of approximately 3.17 acres.**

The intent of the meeting is to make neighboring property owners aware of the proposed zoning change for the subject properties, discuss the potential for redevelopment, and to answer questions about the project. Below is a summary of the existing zoning and the proposed zone changes:

Existing Zone District	Existing Area (acres)	Proposed Zone District	Proposed Area (acres)
NO	3.17	NX3	3.17

The City of Billings generally describes the zoning districts included in this application as:

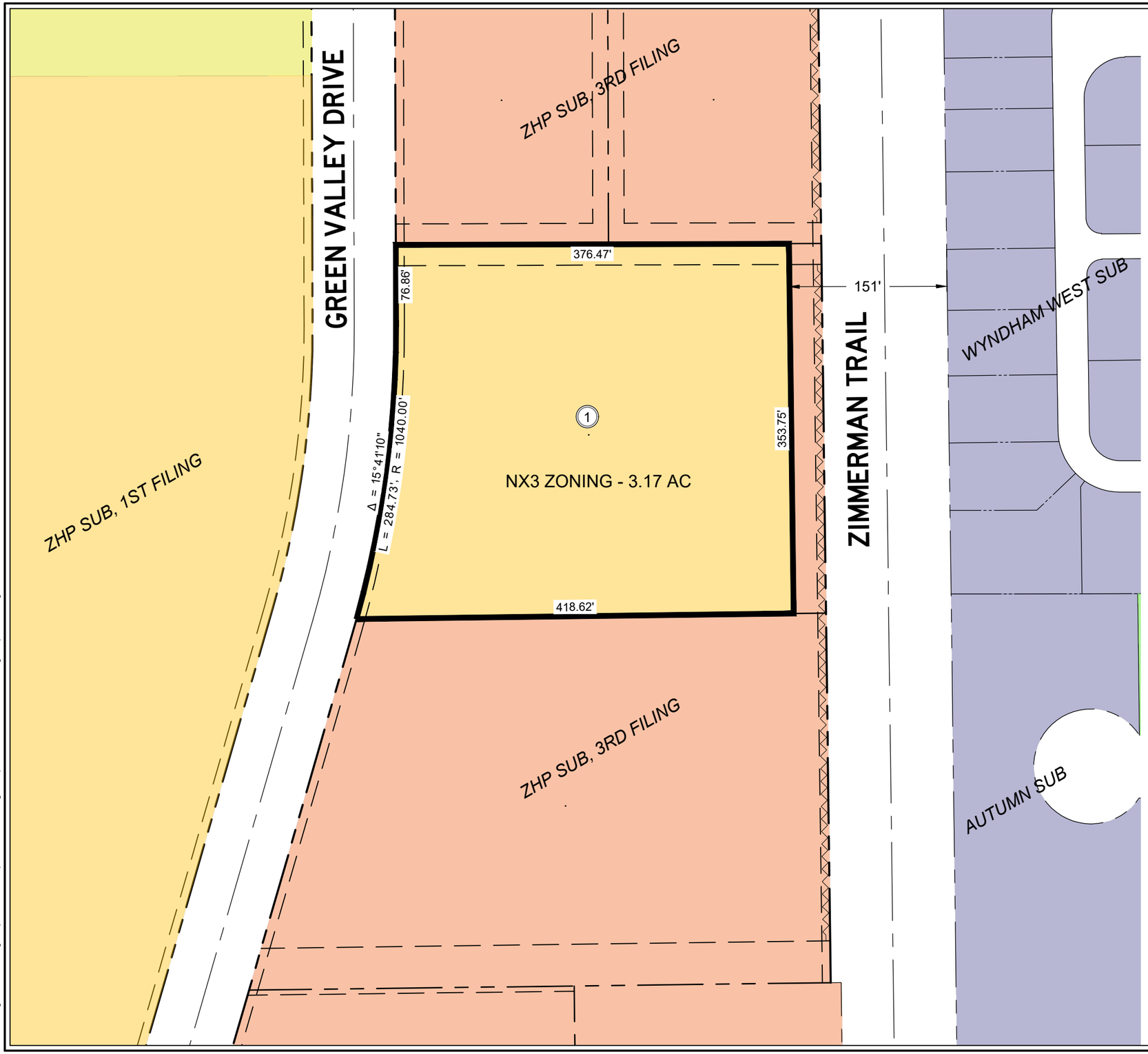
- NO: Neighborhood Office-Residential
- NX3: Mixed Residential 3
- A total of 3.17 acres is included in the proposed zone change.

Representatives for Performance Engineering, LLC will be present at the meeting to answer questions from those who attend. For those unable to attend the meeting, written letters can be directed to Performance Engineering at 608 North 29th Street, Billings, MT 59101, attention Craig Dalton, or emails may be sent to craig@performance-ec.com. We look forward to discussing the proposed zone change with you and hope to see you on **April 16, 2024 at Arrowhead Elementary.**

Sincerely,

Craig Dalton, PE
Project Manager

PE COLOR.CTB
3/25/2024 1:10:58 PM
C:\Users\CraigDallon\PEC Billings Dropbox\REE Development\2024-011 Village Co-Op\CAD\DWG\Exhibits\24-011 Village Prop Rezone.dwg



LEGAL DESCRIPTION

(1) LOT 3, BLOCK 1 ZIMMERMAN HOME PLACE SUB, 3RD FILING
149,149.4 SF (3.424 ACRES)

ZONING LEGEND

- CMU1: COMMERCIAL MIXED USE 1
- NX1: MIXED RESIDENTIAL 1
- NX2: MIXED RESIDENTIAL 2
- NX3: MIXED RESIDENTIAL 3
- NO: NEIGHBORHOOD OFFICE
- NMU: NEIGHBORHOOD MIXED USE
- N2: MID-CENTURY NEIGHBORHOOD
- N3: SUBURBAN NEIGHBORHOOD

PROPOSED ZONE CHANGE BOUNDARY

ON-SITE LOT BOUNDARY

SITE AND STRUCTURE REGULATIONS

CITY OF BILLINGS ZONING CODE, ARTICLE 27-300, SECTION 27-308 & ARTICLE 27-400, SECTION 27-400-1

TABLE 27-300.9 & 27-300.10 & 27-400-5

BUILDING SITING	NX3	NO
MAXIMUM BUILDING COVERAGE (%)	60	75
FRONT BUILD-TO ZONE (FT)	10-20	
STREET-SIDE BUILD-TO ZONE (FT)	5-15	
BUILD-TO CORNER		REQUIRED
HEIGHT	**NX3**	**NO**
OVERALL MAXIMUM HEIGHT (STORIES)	NX3: 3-4 (BASED ON HOUSING)	NO: 2.5 MIN. STORY HT: 9' MAX. STORY HT: 12'

0 100 200
IN FEET

VILLAGE CO-OP
BILLINGS, MT, 59102
ZIMMERMAN TRAIL

CPD DESIGNED BY		QUALITY ASSURANCE
ADH DRAWN BY		CPD CHECKED BY
MARCH 2024 DATE		MARCH 2024 DATE

REV BY	DATE	CHKD BY

SHEET TITLE
PROPOSED ZONING CHANGE

PROJECT NUMBER
2024-011

SHEET NUMBER
1 OF 1

DRAWING NUMBER
A

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Lot 3, Block 1 of Zimmerman Home Place Subdivision, 3rd Filing		
4/16/2024		
NAME	ADDRESS	Email
Eunice Langreder	3131 Solar Blvd #2 Billings	
Joan Smith	1400 Poly Dr #5-C Billings	

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

Lot 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing

Zone Change Neighborhood Meeting Notes

The meeting was conducted from 6-7 PM on April 16, 2024 at the Arrowhead Elementary School. The meeting was hosted by Craig Dalton of Performance Engineering (agent) and Shane Wright (developer).

There were two (2) public participants for the meeting. We did not receive any calls prior to the meeting nor after the meeting. The two attendees at the meeting were there in support of the proposed project and had no formal questions regarding the development or timeline. Planning received an email regarding the development prior to the Neighborhood Meeting however that individual did not reach out directly with any questions. The agent and developer had a full presentation prepared for any attendees to help answer questions about the development and plan for the property. It was unfortunate that no one attended to take advantage of the opportunity to interact and ask questions of the developer who traveled in to hold the meeting. At the time of application there have been no questions or emails from the neighboring properties about the zone change or project.

CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change #_____Project #_____

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: Neighborhood Office (NO)

Proposed Zoning: Neighborhood Mixed Residential 3 (NX3)

PARCEL TAX ID# A36264B CITY ELECTION WARD 4

Legal Description of Property: Lot 3, Block 1 of Zimmerman Home Place Sub, 3rd Filing

Address or General Location (If unknown, contact City Engineering): Intersection of Spring Wheat Ln and Green Valley Drive

Size of Parcel (Area square feet or acres): 3.424 Acres

Present Land-Use: Vacant

Proposed Land-Use: Residential

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Highlands ZHP Subdivision LLC
(Record Owner)

2116 Broadwater Ave, Suite 101, Billings, MT 59102
(Address)

406.839.7661 preston@beartoothholding.com
(Phone Number) (email)

Agent(s): Performance Engineering, Craig Dalton
(Name)

608 N. 29th Street, Billings, MT 59101
(Address)

406.384.0080 craig@performance-ec.com
(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: _____ Date: 4/25/24
(Record Owner – Digital Signature Allowed)

PERFORMANCE ENGINEERING
608 North 29th Street • Billings, MT 59101 • 406-384-0080

Lots 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing Zone Change Questions

1. Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.

   Essential Investments - The proposed project is classified as an "infill development" within that will not require any additional city water or sewer infrastructure making it a very cost-effective option for the city. This fits the cost of service concerns of the City currently and provides boosts to tax base with minimal increase in costs to the City.

   Infill Development Policy – The goal of the Billings Infill Policy is to promote housing and retail choices to encourage economic development. By rezoning this area it will stimulate diverse residential development in the area and provide a more enjoyable neighborhood environment for the residents. With the project targeting a very specific age demographic it will improve the housing choice in the area while adding a different flare and flavor to the neighborhood.

   Diversified & Affordable Housing – This zone change will allow for affordable and safe housing for aging residents looking to downsize but not lose the ability to live independently. This zoning and its fit with the surrounding zoning allows for a good neighborhood feel and mix while still providing close proximity to services in the area. The development will also be an affordable option for the city due to the low cost of service being an infill development. This project will not require any additional utilities installation other than tying into the existing mains as well as the site exists within already established infrastructure.

2. Explain how the proposed project meets the 10 zone change criteria.
   a. Is the new zoning designed in accordance with the growth policy?
      The new zoning adheres to the City of Billings growth policy through its expansion of residences, emphasis on public and non-motorized travel, and its cost-effective construction due to its classification as an infill development and low cost of service.

   b. Is the new zoning designed to secure from fire and other dangers?
      There are fire hydrants located an adequate distance from the site on Zimmerman Trail. The site is also located outside of any floodplain.

c. Will the new zoning promote public health, public safety, and general welfare?

The proposed zone change will diversify the surrounding neighborhood and present a residential middle-ground between the family housing to the east and the apartment buildings to the west. This zone change to NX3 also requires some landscaped or natural open area which will improve the general well-being of the neighborhood. The site will tie into extensive walkable areas in the overall Zimmerman Home Place Subdivision to allow for walkability and mobility.

d. Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements?

The change in zone will not require any additional water or sewer to the site as it is provided by the development being constructed to the west. Park land was identified and dedicated in the overall PD development associated with the Zimmerman Home Place development. Even with that, the site development will provide ties to neighboring parks and sidewalks/trails in the area.

e. Will the new zoning provide adequate light and air?

The proposed zone change will have minimal impact on light and air in the surrounding area. The required open area will allow for adequate lighting and air for the property and surrounding area. Any improvements to the land must adhere to the zoning requirements for lighting laid out by the City's Zoning Code.

f. Will the new zoning affect motorized and nonmotorized transportation?

As the zone change will allow for additional residents to move to the area, there be an impact on the motorized transportation in the area. That traffic impact has been accounted for in a Traffic Impact Study with contributions to intersection improvements already contributed to the City to mitigate any impact. The close vicinity of the MET bus stop will mitigate this effect. The large number of sidewalks in the area leading to popular commercial areas will also help mitigate the additional motorized transportation. This area has an extensive network of sidewalks and trails to allow for non-motorized transportation as well to minimize traffic in the area.

g. Will the new zoning promote compatible urban growth?

The NX3 zoning will promote compatible urban growth as it is nestled between low and high density residential on three sides and low density commercial on the last side. This zoning will allow for new residents to move into a thriving and safe neighborhood that can easily meet most of their commercial needs in the immediate area.

h. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
This zoning change considers the character of the district by introducing a very targeted age demographic into an infill development. This change to housing will continue the development of the city by filling in this small patch of farmland that is surrounded by residential and low-density commercial zones. The project will be pushed internally to move the building away from the lower density housing across Zimmerman Trail and closer to the higher density within the development. This came specifically from comments directed to the landowner through a previous zone change attempt in an effort to minimize impacts to existing low density housing across Zimmerman Trail.

i. Will the new zoning conserve the value of buildings?
The new zoning will conserve the value of buildings in the area by creating new amenities for nearby neighborhoods while not intruding upon them. It will also minimize urban sprawl thus leading to increased property value of the surrounding area.

j. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The zoning will encourage appropriate use of land by expanding the residential areas further west along Grand Avenue. The project will place higher density development along arterial corridors (i.e. Zimmerman Trail) as encouraged by the zoning code. Further it provides housing diversity within an area that provides neighborhood services already.

3. Does the new zoning fit with the existing or planned developments within the area?
The new zoning will fit seamlessly into the existing developments, land currently being developed, and future developments in the area due to its blending of the residential areas to the north with the more commercial focused, southern plots next to Grand Avenue. It can be fairly assumed that many of the developments to the west will be mostly high and low density residential in which a NX3 zoning will readily fit. The current pedestrian infrastructure in the area will allow for the new residents to navigate the surrounding areas easily and safely while providing excellent connectivity for multi-modal travel. The site will help provide new housing for existing aging residents looking to transition from a single-family home to multi-family living with less responsibility for caretaking of a home.

From: rickrisj@bresnan.net
To: Cromwell, Nicole
Subject: [EXTERNAL] Zone change @ Zimmerman Trail/Colton Blvd
Date: Sunday, May 19, 2024 9:42:30 AM

I am writing to ask that the requested zone change from Neighborhood office to Mixed residential 3 be denied. The amount of residential units already planned for this area will already overwhelm the existing roadways and intersections. This site was approved and the area residents were acceptable to the current zone change from agricultural to what it is now with the understanding that commercial space would occupy the area being requested for the zone change. A buffer, whether it be small commercial businesses or open space from the current neighborhoods is requested to help preserve our "lifestyle" as well as prevent the over-development and stress on our current infrastructures in the area.
Thank you for your time and understanding.

Rick Jones
2206 Green Valley Drive
Billings, MT 59102
406-690-7701

Re: City Zone Change 1052 Zimmerman Trail

I am opposed to the zone change from Neighborhood Office to Mixed Residential for the proposed Lot 3 Block 1 of Zimmerman Home Place.

The density of people that are being introduced into a residential neighbor hood is far beyond what a typical homeowner could have anticipated in their neighborhood. The population density increase in that area is going to drive down property values. The people in the neighborhood have invested their time and money into making a nice neighborhood and now you will introduce a population density that will devalue the area. The population density will overload the local elementary school system.

The volume of traffic that is going to be introduced into the neighborhood is far beyond the currant traffic studies. When the heights connector is completed in June and that traffic is released down 32nd Street West, 32nd will become a moving parking lot. When you add in the volume of traffic from the current Zimmerman Apartments, the Amber Apartments and now this zone change. Where are these cars going to go. You are going to push traffic up through the residential streets, 38th Street West will be a racetrack to the light at Rimrock Road, past Saint John's nursing home, Arrowhead School, Poly Vista Baseball and Softball complex and the new Landon's Legacy baseball complex with a water park. Do you think it is a good idea to send more traffic past all these kid magnets?

Please do not allow the expansion of the apartments in this area. The population density in this area is far exceeding what the neighborhood infrastructure can absorb.

David Resch

2311 38th Street West

Billings Mt 59102

406 850-9810

From: CHESTER SHARBONO
To: Cromwell, Nicole
Subject: [EXTERNAL] RE: Zone Change
Date: Monday, June 3, 2024 3:09:16 PM

I am opposed to the proposed City Zone Change 1052-Zimmerman Trail Neighborhood Office (N0) to Mixed Residential
3 (NX3). I live on Avalon Rd next to Colton Ave. The streets are already not adequate to handle traffic as it is. Traffic is already continually backing up from Rimrock Rd to King Ave. This does not even include all of the traffic that will be coming from the Zimmerman Apartments Complex. Then on top of that the connecting street from the Heights will congest the area even more. This whole situation is a disaster for Billings.

Chet Sharbono
2104 Avalon Rd
Billings, MT 59102

ORDINANCE 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for Lot 3 of Block 1 of Zimmerman Home Place 3rd Filing, with the exception of the eastern 31 feet thereof, BE AMENDED

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

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION. Lot 3 of Block 1 of Zimmerman Home Place 3rd Filing** is presently zoned **Neighborhood Office (NO),** and is shown on the official zoning map within this zone districts.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Lot 3 of Block 1 of Zimmerman Home Place 3rd Filing,** is hereby changed from **Neighborhood Office except for the eastern 31 feet,** to **Mixed Residential 3 (NX3),** and as shown on Exhibit A, and from the effective date of this ordinance, the area shown on Exhibit A shall be subject to all the rules and regulations pertaining to **Mixed Residential 3 (NX3),** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 22nd day of July, 2024.

PASSED, ADOPTED and APPROVED on second reading this 12th day of August, 2024.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

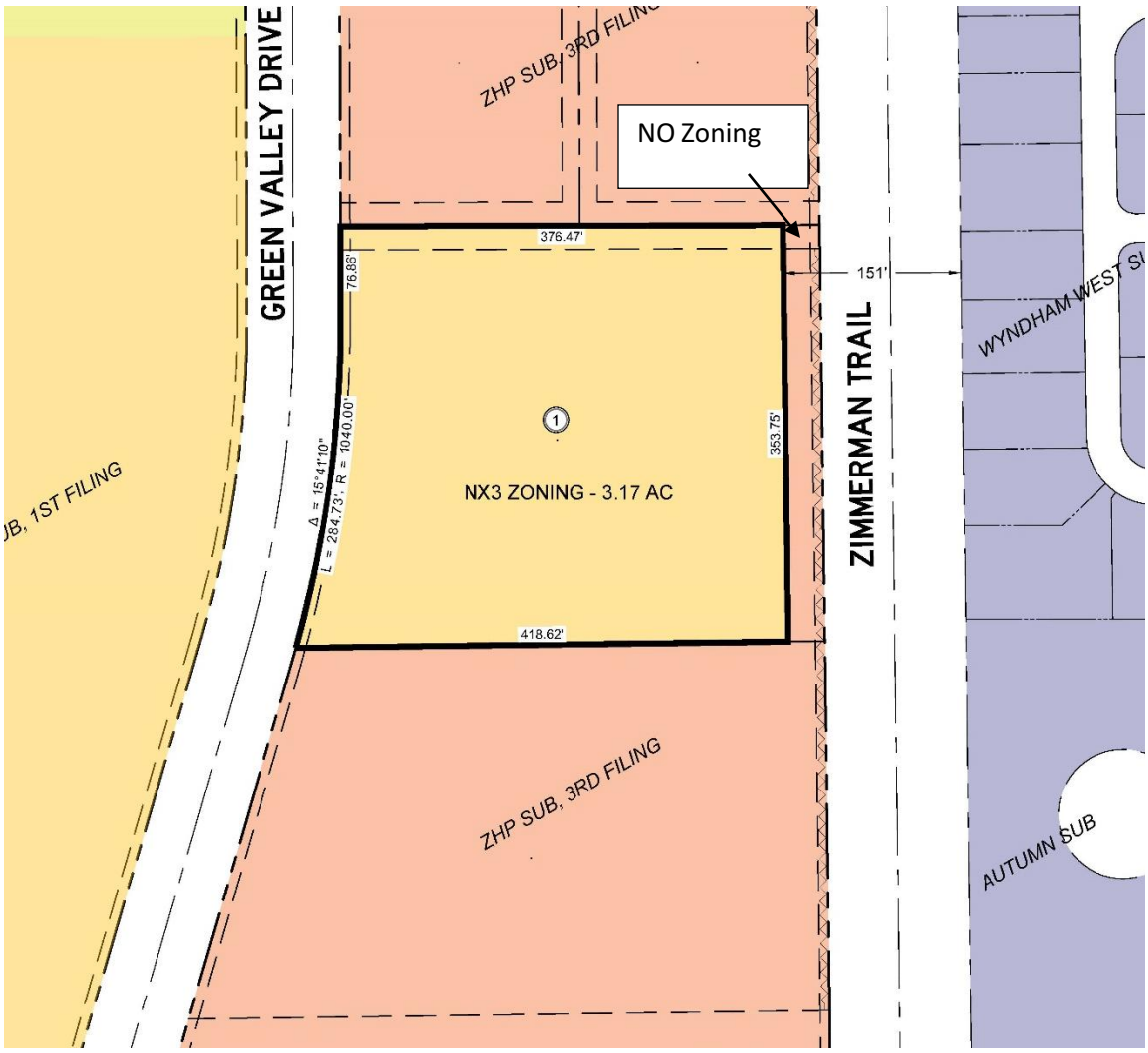
Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1052 – Zimmerman Home Place 3rd Filing Lot 3, Block 1

Exhibit A



City Council Regular

Date:	07/22/2024
Title:	Resolution Approving and Adopting Cottonwood Park Master Plan
Presented by:	Pigg Michael, Superintendent
Department:	Parks/Rec/Public Lands
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council approve the resolution adopting the updated Master Plan for Cottonwood Park.

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

Cottonwood Park is an undeveloped park located on the west end of Billings. Most of the property was donated by the Forbes family in the early 2000s, with the intention that it would be developed into a community park. The Master Plan aims to guide the future development of Cottonwood Park, ensuring it meets the needs of the community and adheres to the donors' wishes.

The development of Cottonwood Park aligns with the goals identified in the West Billings Neighborhood Plan adopted in May 2001, which highlighted the need for large parcels of land for community parks in the West Billings area. Initial planning studies and property dedication led to renaming the park to Cottonwood Park. The city agreed to honor the Forbes family's vision for the park, focusing on multifunctional community uses rather than developing it as a sports complex.

The park's proposed features include a community center, playgrounds, picnic shelters, recreational courts, a splash pad, a memorial pond, and various trails and paths to facilitate connectivity with surrounding areas and promote diverse recreational activities. Extensive public engagement was conducted to ensure the Master Plan reflects community preferences, including surveys and public meetings.

ALTERNATIVES

City Council may:

- Approve the resolution adopting the Master Plan; or,
- Not approve the resolution.

FISCAL EFFECTS

The consulting services to create the Master Plan were budgeted in FY24 and have been paid to the consultant except for the remaining balance.
The only funding available at this time is cash in lieu funds, that have been collected over the years from surrounding developments, which is not enough to develop a significant portion of the park.

Attachments

Cottonwood Park Master Plan
Resolution for Cottonwood Park
Presentation of Master Plan

COTTONWOOD PARK

MASTER PLAN 2024

Prepared for

Billings
PARKS
AND RECREATION

Approval Resolution Placeholder

COTTONWOOD PARK

DRAFT MASTER PLAN

04.24.2024

Prepared for

Billings PARKS AND RECREATION

City of Billings Parks & Recreation
390 North 23rd Street
Billings, MT 59101

Prepared by

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Great West Engineering
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Acknowledgements

Mayor
Bill Cole

City Council
Ward 1 : Kendra Shaw
Ward 2 : Jennifer Owen
Ward 3 : Bill Kennedy
Ward 4 : Scott Aspenlieder
Ward 5 : Mike Boyett
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Roy Neese
Denise Joy
Daniel Tidswell
Tom Rupsis

City Administrator
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Cole McQuillan - Superintendent of Parks & Project Manager
Kory Thompson - Superintendent of Recreation

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Brandon Duffey - Great West Engineering, Billings, MT (406) 281-8595

Thank you to the families & neighbors of Cottonwood Park for your invaluable time and input on this master plan.

01 Executive Summary

01 Executive Summary

Project Background & Understanding

Billings Parks Recreation (BPR) was gifted approximately 40 acres of property on Billings' west end in the early 2000's by the Forbes family. Known as Cottonwood park, this property will be BPR's first new community park to be developed since the 1980's. The park parcel is advantageously situated among many new and developing neighborhoods and will provide park access to an under served area of Billings.

Public Process

The park master plan was created in response to an extensive public information gathering process. Public input was first solicited through a statistically valid community survey, which established a community wide vision for important park features to include in the park master plan. Three public meetings were subsequently conducted to validate survey findings and gather targeted input from community members regarding park features. Multiple master plan options were presented over the course of this process, with the resulting Adopted Cottonwood Park Master Plan as its culmination.

Master Plan

The intent of the Adopted Cottonwood Park Master Plan is to provide a plan of action for the park which will:

- Achieve the property dedication requirements
- Align with the community wide goals of the Billings Parks and Recreation Department
- Offer amenities desired by the community.
- Provide recreational and leisure opportunities for surrounding neighborhoods.
- Create a vision to guide development of Cottonwood Park into the future.

Detailed information on all aspects of the master plan and public process are presented in the following pages.

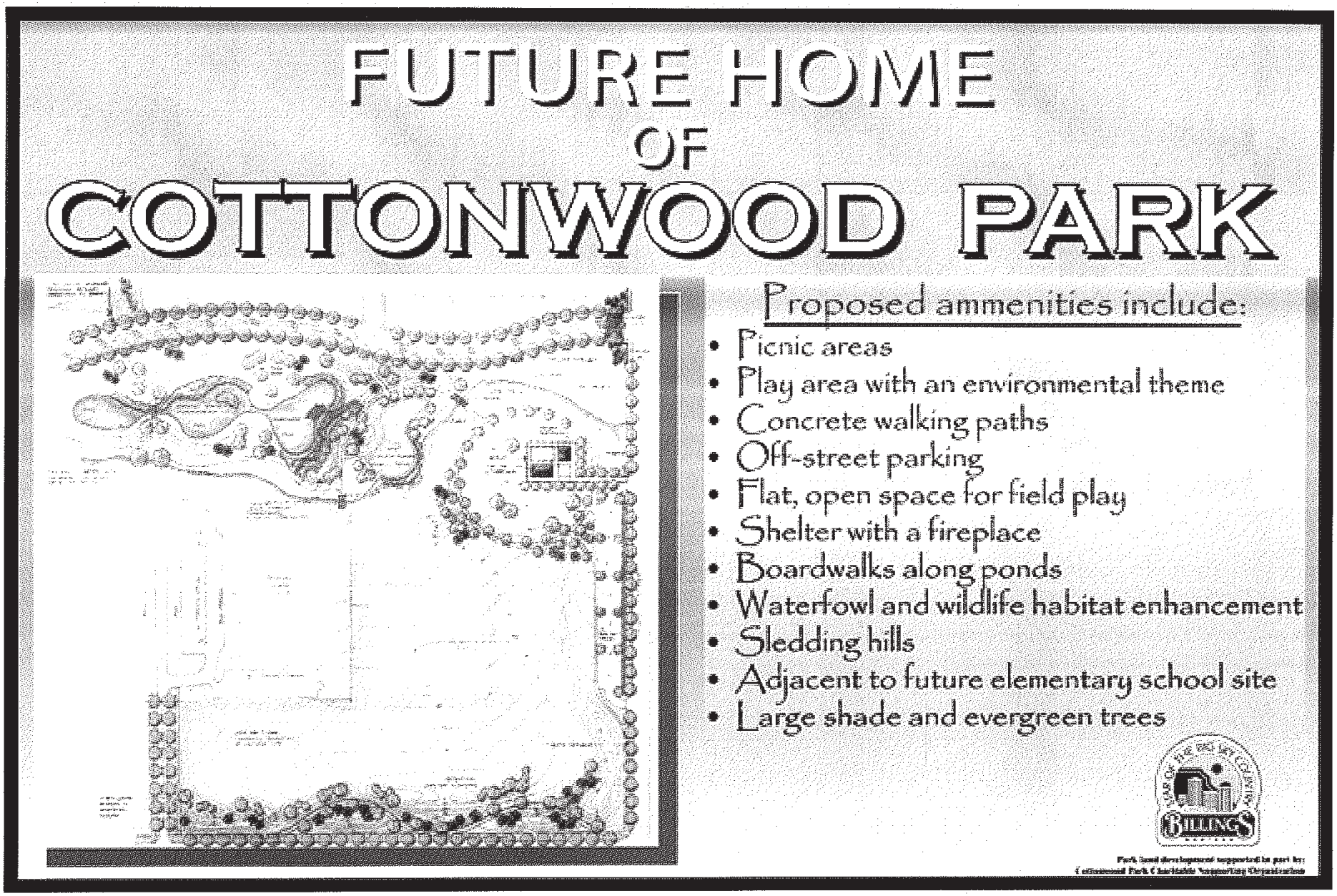


Figure 1. Cottonwood Park Early Advertisement circa 1990-2000's

02 Park Background

02 Park Background

History

Cottonwood Park is an undeveloped 38.90-acre designated multifunctional community park on the west end of Billings. This location was once a 1.84-acre undeveloped county park known as Yellowstone Meadows Park before 37.06-acres of land surrounding it was donated by the Forbes Family in the early 2000s. The land was donated in furtherance of the goals identified in the West Billings Neighborhood Plan adopted May 2001, which identified the need for one or more large parcels of land for the development of a community park in the West Billings area. The name of the park was changed to Cottonwood Park as a part of the early planning studies and property dedication.

As part of the property dedication agreement, the City agreed to honor the wishes of the Forbes Family regarding the park development. The Forbes Family envisioned "the primary use of the property as a multifunctional community park suitable for casual play, picnicking, concerts, strolling, a variety of community events, and the like. The majority of the property shall be developed to accommodate such activities and shall not be developed as a "sports complex"."

Programming Requirements

The following programming items are required per the 2002 Development Agreement.

- Turf grass
- Abundance of trees
- Children's playground equipment
- Restroom facilities
- Picnic tables
- Open space for diverse activities
- One large picnic shelter

Programming Restrictions

The following programming items are restricted per the 2002 Development Agreement.

- No mining, industrial, or commercial activities
- Police station
- Fire station
- Solid waste processing
- Waste water treatment
- Vehicle or equipment storage
- Maintenance (except for park operation)
- Sports complex

Optional Features

The Forbes Family desired that the following programming be incorporated into the park master plan if appropriate.

- Natural areas
- Pathways
- Wetlands
- Ponds or other water features
- One or more tennis courts
- Fenced dog run
- Swimming pool or other aquatic facilities
- Baseball diamonds, soccer fields, and other sporting facilities that are complementary to, and do not interfere with, the primary use of the property as a multifunctional community park suitable for casual play, picnicking, concerts, strolling, and a variety of community events.

Since the inception of Cottonwood Park, community growth has continued to expand westward creating the need for more developed parkland. See figure 2. The image below shows the growth around the park from 1996-2023.

Figure 2. Cottonwood Park - Surrounding City Growth

Unadopted Master Plans (1990 -2000's)

A master plan for the park was developed in the 1990-2000's by Fischer & Associates, but it was never adopted by City Council. See figure 3.

Some of the early master planning studies considered using a portion of the property for School District 2 expansion as well as development of the surrounding properties. See figure 4.

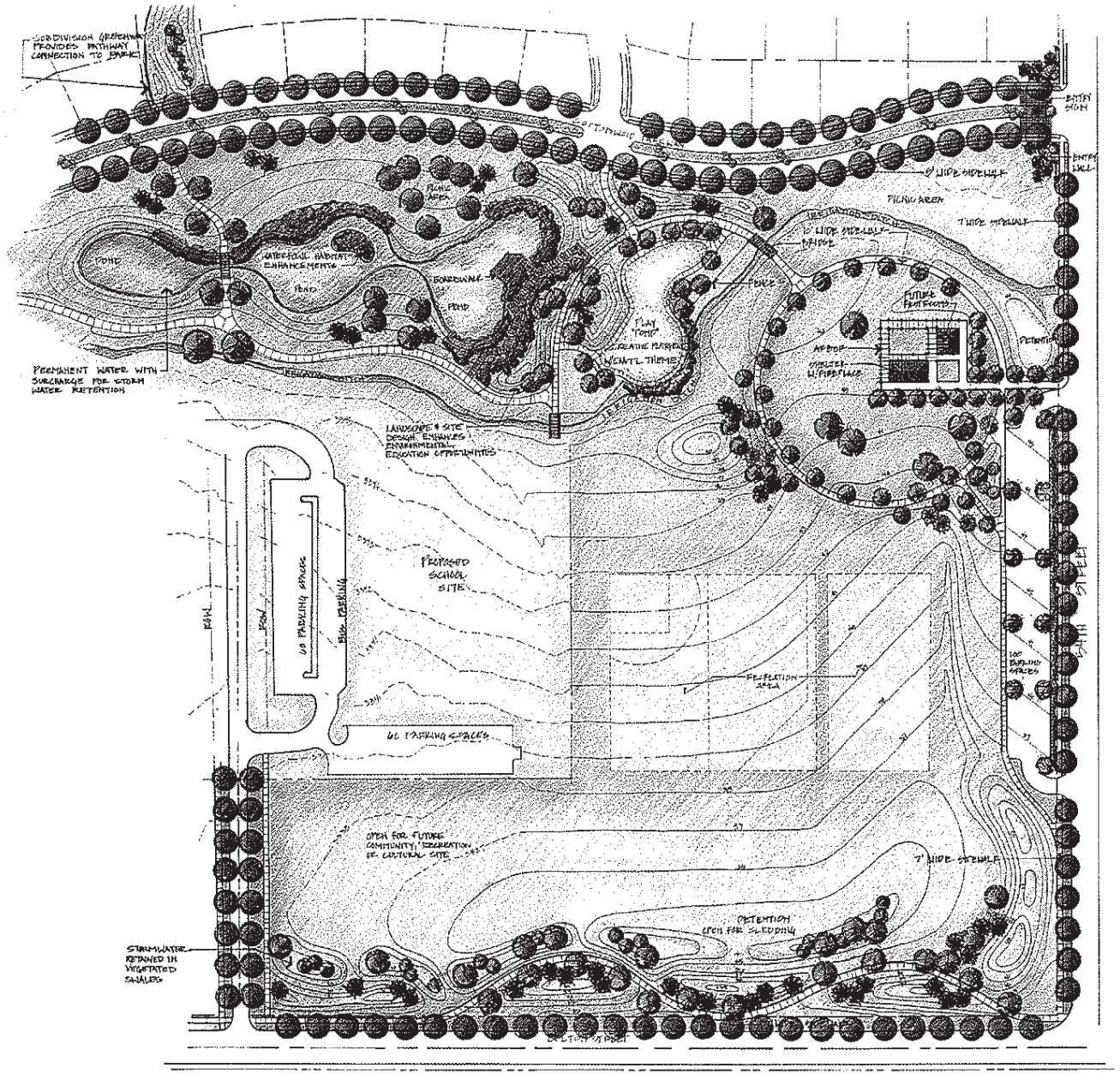


Figure 3. Cottonwood Park - Unadopted Master Plan circa 1990-2000's

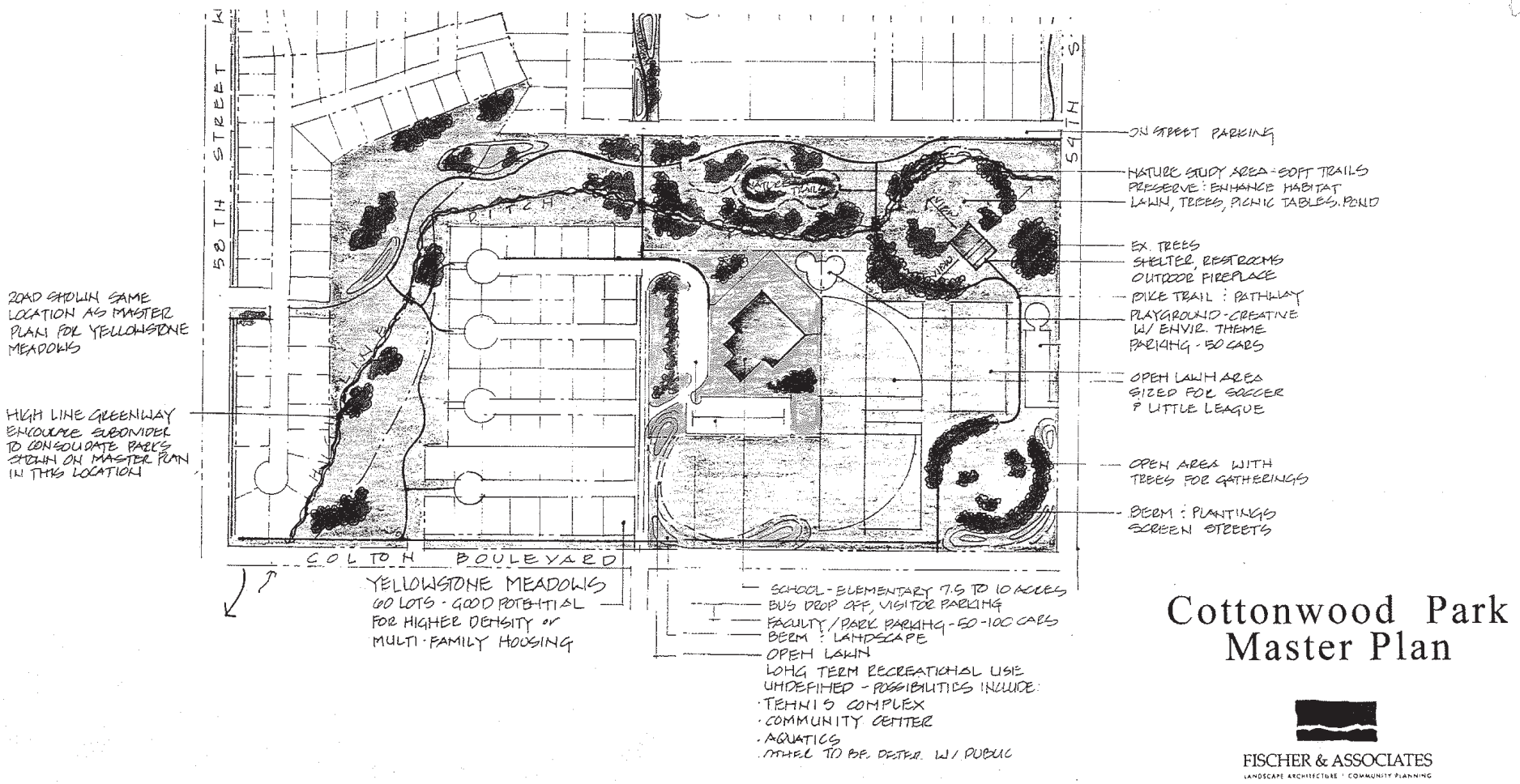


Figure 4. Cottonwood Park - Unadopted School Expansion Master Plan circa 1990-2000's

03 Site Inventory & Analysis

03 Site Inventory & Analysis

Park Classification

Due to its size and location relative to other parks in Billings, Cottonwood Park is classified as a Community Park. Parks with this classification are intended to be accessible to multiple neighborhoods and beyond, meeting a broader base of community recreational needs, as well as preserving unique landscapes and open spaces. Community parks are designed typically for residents who live within a one to three mile radius. Community Parks can range from 10 to 100 acres depending on the community. The following are general criteria for community parks taken from national park and recreation guidelines and industry standards. These guidelines represent an ideal criteria which may not be specifically applicable given actual site limitations and BPR operational standards.

- Size of park: 10 to 60 acres normally. Can be up to 100 acres (usable area measured).
- Service radius: One to three mile radius
- Site Selection: On two collector streets minimum and preferably one arterial street. If near an arterial street, provide natural or artificial barrier. Minimal number of residences abutting site. Preference is streets on four sides, or three sides with school or municipal use on fourth side. Encourage trail linkage to other parks.
- Length of stay: Two to three hours experience
- Amenities: Four signature amenities at a minimum: (e.g., trails, sports fields, large shelters/ pavilions, community playground for ages 2-5 and 5-12 with some shaded elements, recreation center, pool or family aquatic center, sports courts, water feature); public restrooms with drinking fountains, ample parking, and security lighting. Amenities are ADA compliant. Sport Fields and Sport Complexes are typical at this park.
- Revenue facilities: One or more (e.g. pool, sports complex, pavilion)
- Land usage: 65 percent active and 35 percent passive
- Programming: Minimum of four essential program services (e.g. sports, day camps, aquatics.
- Maintenance Standards: Provide the highest level maintenance with available funding. Seek a goal of Level 2 maintenance standards. Some amenities may require Level 1 maintenance
- Parking: Sufficient to support the amenities; occupies no more than 10 percent of the park. Design should include widened on-street parking area adjacent to park. Goal is to maximize usable park space. Traffic calming devices encouraged within and next to the park
- Lighting: Amenity lighting includes sport field light standards. Security lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security.
- Signing: Directional signs and facility/amenity regulations to enhance user experience. May include kiosks in easily identified areas of the facility.
- Landscape Design: Appropriate design to enhance the park theme/use/experience. Enhanced landscaping at park entrances and throughout park.
- Naming: Consistent with the City's naming right ordinance, may be named after a prominent or historic person, event, or natural landmark
- Other: Strong appeal to surrounding neighborhoods; integrated color scheme throughout the park; partnerships developed with support groups, schools and other organizations; loop trail connectivity; linked to Regional Park, trail or recreation facility; safety design meets established CPTED (Crime Prevention Through Environmental Design) standards.

Location Context

Cottonwood Park is located in an under served region of the community with no nearby parkland at a community level. See figure 5.

Park Adjacencies

A number of neighborhood level parks have been developed in the area as single family housing has been built. Pedestrian connectivity to these surrounding neighborhood parks should be considered and enhanced to facilitate a functional park network for the area. See figure 6.

*"I've driven by this land my entire life and never new it had potential to become such an **integral part** of our community."*

-Anonymous

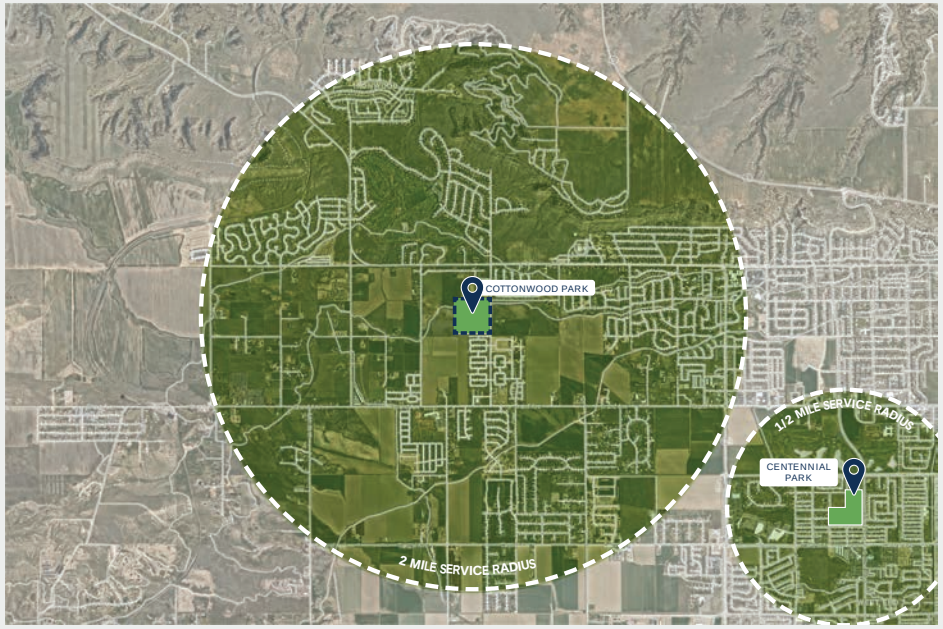


Figure 5. Community Parks Service Radius

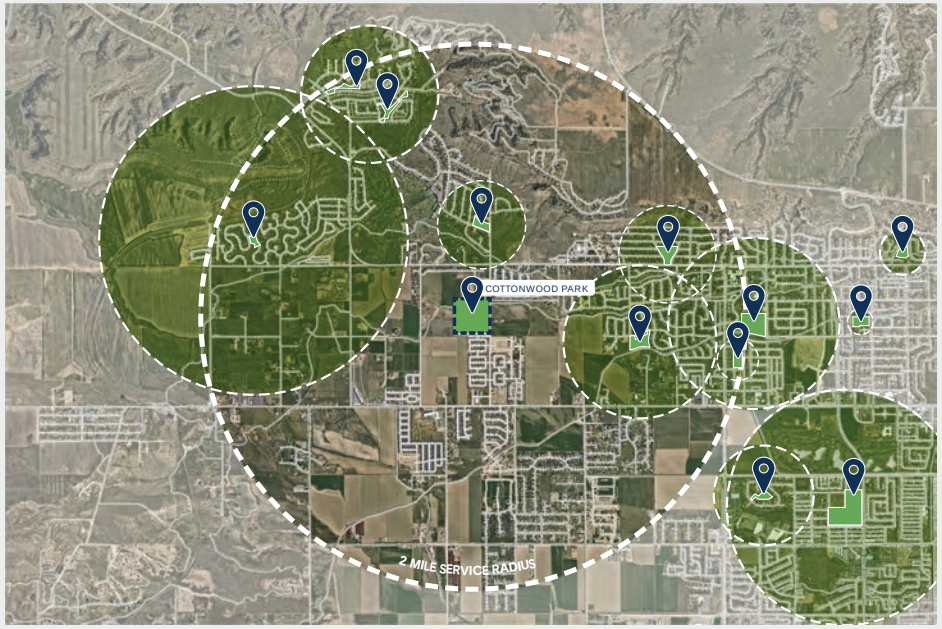


Figure 6. Neighborhood Parks Service Radius

Trail Adjacencies

Cottonwood Park is adjacent to the broader city wide multi-use trail network. When complete, the park can function as a trail head for the broader Marathon Loop. Trail development along the High Ditch corridor through the park is also prescribed within the Billings Bikeway and Trails Master Plan, which will expand the multi-use trail network through the park. See figure 7.

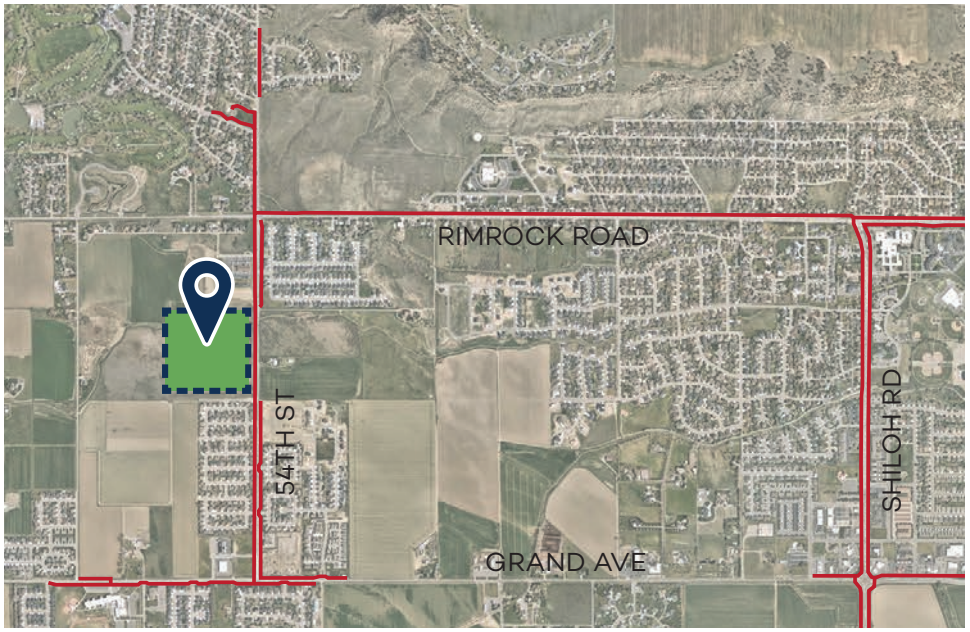


Figure 7. Trail Adjacencies

Developable Land

Cottonwood Park is on the western fringe of growth. Within the 2-mile service radius approximately 40% of the land is open for development as the community continues to grow. See figure 8.

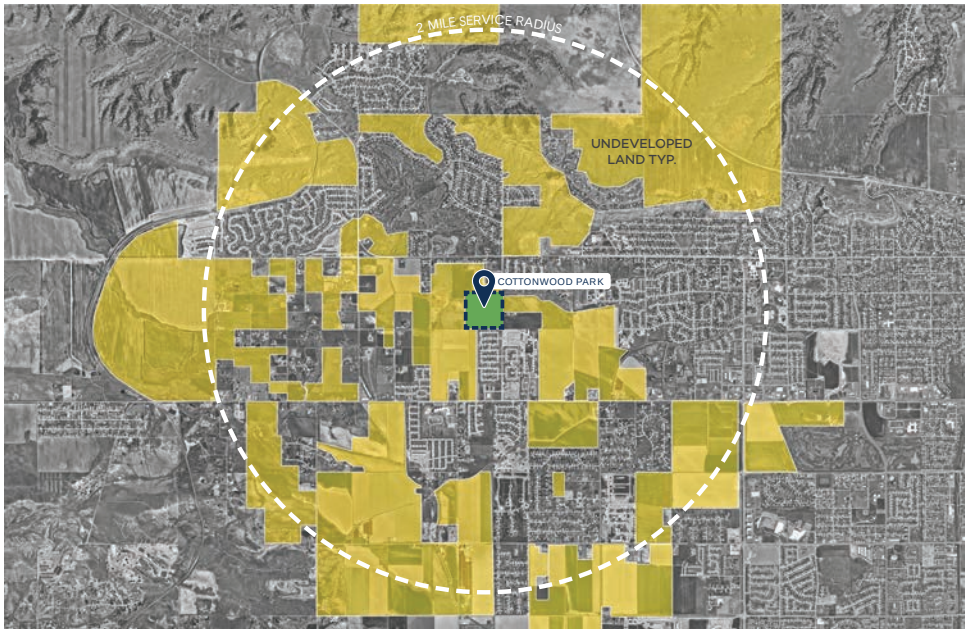


Figure 8. Developable Land

Site Analysis

Cottonwood Park is a 38.9-acre community park owned by the City of Billings and zoned for Parks and Open Space (P1). The park is located at the northwest corner of 54th Street West and Colton Boulevard. The park is undeveloped with the High Ditch running across the north end and Heritage Trail paralleling the west side of 54th Street West. See figure 9. The site gently slopes from north to south and is percieved as a flat field. The existing vegetation is mostly grass land, with some areas of disturbance along the west and north sides of the site.

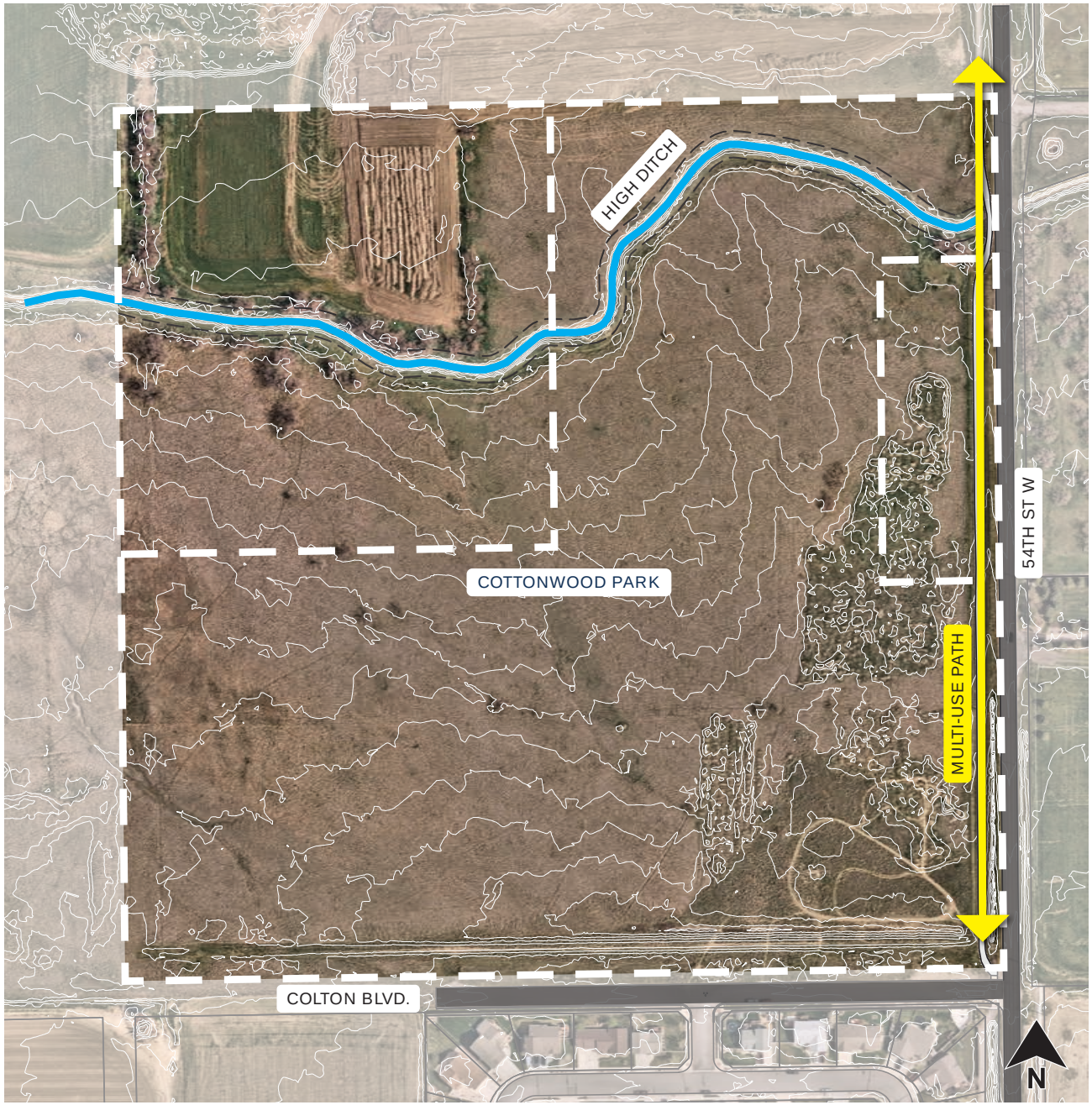
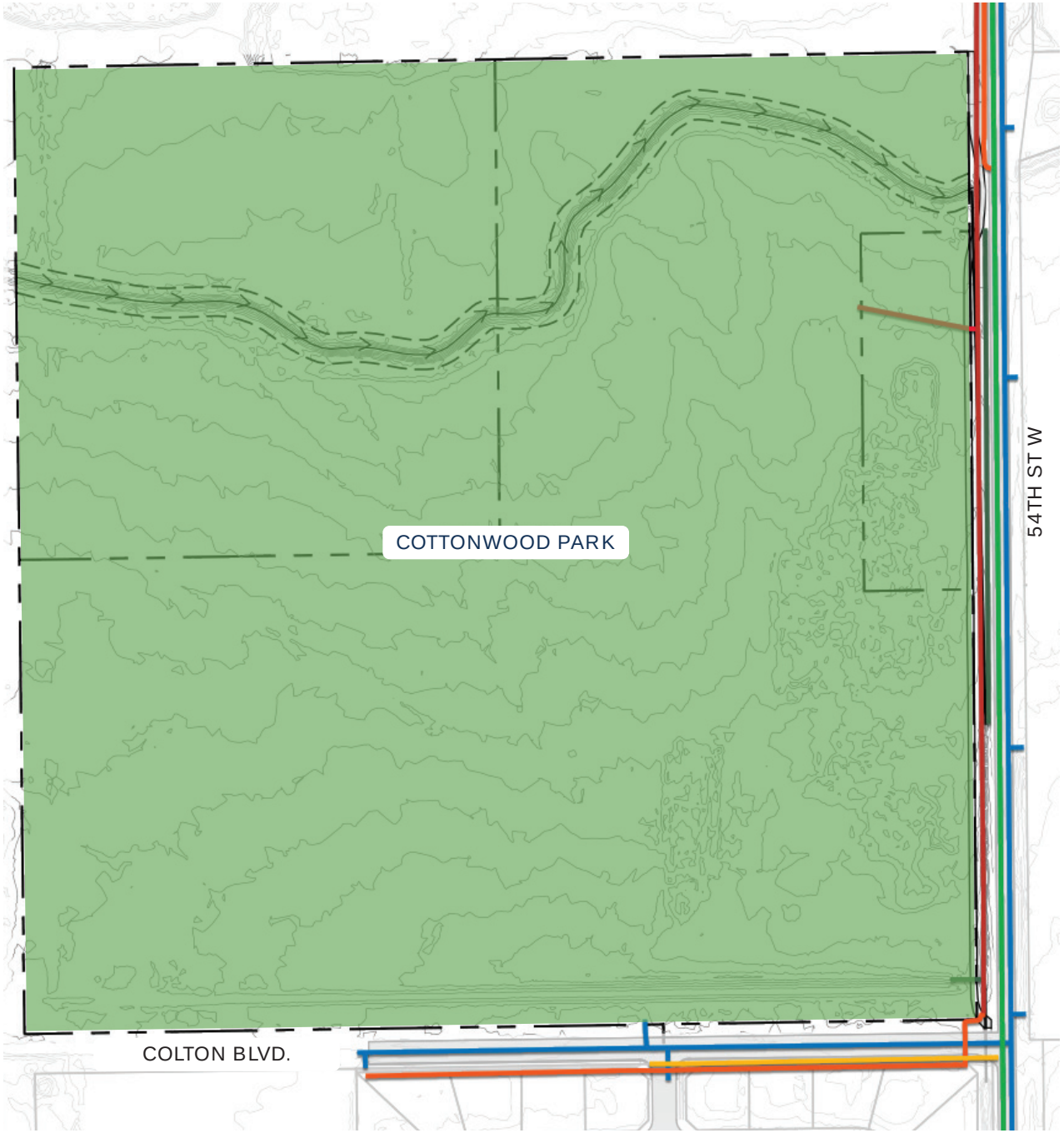


Figure 9. Site Analysis - Site Access



Existing Utilities

Public utility information for this investigation was gathered using as-built drawings, survey, City of Billings GIS data, online map analysis, and visual inspection. See figure 10.

- OVERHEAD POWER
- UNDERGROUND POWER
- NATURAL GAS
- FIBER/CABLE
- WATER
- SEWER
- DRAIN CULVERT

Figure 10. Existing Utilities

Potable Water

A 12" PVC water distribution main runs parallel to 54th Street West approximately in the middle of the northbound lane of the road. Another 12" PVC water distribution main runs parallel to Colton Boulevard approximately in the center line of the road. An existing 8-inch stub to the park is located along 54th Street West approximately 290 feet south of Poly Drive; this stub is 36 linear feet and has a valve located 2 feet west of the 12-inch water main.

Fire Hydrants

Fire hydrants that service the property are found in the following locations:

Approximately 80 feet south of Poly Drive on the east side of 54th Street West.

- Approximately 420 feet south of Poly Drive on the east side of 54th Street West.
- Approximately 400 feet north of Colton Boulevard on the east side of 54th Street West.
- Approximately 40 feet north of Colton Boulevard on the east side of 54th Street West.
- On the north side of Colton Boulevard at approximately the intersection of Colton Boulevard and Arch Stone Street.
- On the south side of the dead end of Colton Boulevard.
- A fire hydrant flow test was completed August 18, 2021 at the northeast corner of nearby intersection 54th Street West and Castle Stone Avenue. This test resulted in a static pressure of 70 psi and a pitot pressure of 53 psi with an observed flow of 1,220 gpm.

Sanitary Sewer

A 15" PVC sanitary sewer gravity main runs parallel to 54th Street West approximately in the middle of the southbound lane of the road. This sewer has a capacity of approximately 1,000 gpm at 50% full.

An existing 6-inch sanitary sewer stub to the park is located approximately 270 feet south of Poly Drive along 54th Street West. Based on as-builts, it appears the stub is plugged at the right-of-way line on the west side of the road.

There are four sanitary sewer manholes near the site which are located:

- Just north of the intersection of 54th Street West and Poly Drive.
- Approximately 300 feet south of Poly Drive in 54th Street West. (6-inch stub approximately 30 feet north of this manhole)
- Approximately 500 feet north of Colton Boulevard in 54th Street West.
- At the intersection of 54th Street West and Colton Boulevard.

Dry Utilities

Private utility information for this investigation was gathered by requesting locates, survey, communicating directly with utility companies, and visual inspection.

Charter Communications

Charter Communications has a communication line that runs overhead on the utility poles on the west side of 54th Street West, as well as two 2-inch conduits running along the south side of Colton Boulevard in a joint trench with MDU. The contact for Charter Communications regarding utility locations is Eric Fitzgerald (P: 406-200-7727, E: eric.fitzgerald@charter.com).

Montana Dakota Utilities (MDU)

MDU has a 4-inch gas line running along the east side of 54th Street West and a 4-inch gas line running along the south side of Colton Boulevard in a joint trench with Charter Communications. The contact for MDU regarding utility locations is Scott Donahue (P: 406-896-4226, E: scott.donahue@mdu.com).

Northwestern Energy Electric Distribution

Northwestern Energy Electric Distribution has an overhead power line that runs along the west side of 54th Street West. Approximately 350 feet south of Poly Drive, a 200-amp underground electric service line runs down the power pole and feeds an irrigation meter pedestal and associated appurtenances that are set back from the roadway approximately 180 feet to the west of 54th Street West, located in the park. This irrigation system is owned by the City of Billings. According to Northwestern's records, this irrigation system has not used any electricity since 2018. The contact for Northwestern Energy Electric Distribution regarding utility locations is Kirk Gordon (O: 406-655-2588,
C: 406-533-5053, E: kirk.gordon@northwestern.com).

Water Rights

High Ditch is the irrigation ditch that runs through the northern part of the property. The ditch is owned and operated by High Ditch Company (1555 Campus Way #F, Billings, MT 59102). High Ditch Company's president is Rick Kraft (P: 406-698-9192, E: RickKraft123@gmail.com) and the superintendent is Jeb Cumin (E: 406-855-5864). High Ditch has a 40 foot Ditch Easement, evenly split at 20 feet to either side of the ditch center line. In order for the City to use any water from High Ditch, a development and water use plan will need to be submitted to the High Ditch Company board for review. If accepted, the City will be required to buy shares of High Ditch and pay yearly fees. Total dues will depend on the estimated amount of water to be used and the proposed use of the water. High Ditch Company board meetings are held once a month.

No well is currently located on or servicing the park. Nearby wells range in total depth from 8.5 feet to 180 feet, with the closest wells having an average total depth of approximately 50 feet and an average static water level of approximately 10 feet. See figure 11 for map of adjacent wells.

The Department of Natural Resources & Conservation (DNRC) limits water usage from the local aquifer to 35 gpm per 10 acre-ft; any use of water above this threshold requires a permit application to DNRC. Christine Schweigert (P: 406-247-4419, E: CSchweigert@mt.gov) with DNRC can be contacted with any questions regarding the local aquifer.

Figure 11. Adjacent Recorded Wells

Groundwater

Based on geotechnical boring data (3 holes drilled on December 28, 2022) and analysis of surrounding well data, groundwater for the park is approximately 10 feet below existing topography. After boreholes were drilled, groundwater surged within the holes to approximately 4 feet below ground level. Well logs in the area indicate that groundwater flow rates are approximately 10-20 gpm. See figure 11.

Note that full groundwater monitoring was not completed for this investigation.

High Ditch Bridging Requirements/Right-of-Way Usage

A pedestrian bridge over High Ditch is allowable with High Ditch board approval. A plan must be submitted to the High Ditch board for review and approval. If approved, a Crossing Fee must be paid to High Ditch Company prior to construction of the pedestrian bridge. High Ditch Company's president is Rick Kraft (P: 406-698-9192, E: RickKraft123@gmail.com) and the superintendent is Jeb Cumin (E: 406-855-5864). Board meetings are held once a month.

Site Grading and Drainage

The site is an undeveloped, grassy field that was previously owned by Sunny Cove Fruit Farms. There are a few scattered trees, most of which are located along High Ditch.

Stormwater runoff generally flows to the south and east. Runoff is collected in a roadside ditch along the west side of 54th Street West where the water then runs south. Once developed, Cottonwood Park will fall under the designation of a Commercial Site and a Special Discharge Area; this will require stormwater storage capacity for a 50 year storm for 24 hours. Discharge into the roadside ditch along 54th Street West will need to be metered to a maximum of 1 CFS per 10 acres, equating to approximately 3.7 CFS for this 38 acre park.

Per discussions with John Zisch of the Billings Public Works Department Engineering Division (P: 406-657-8234, E: zischj@billingsmt.gov), a berm was built along the south side of the park to mitigate flooding issues caused by stormwater overtopping Colton Boulevard and flowing to Cottonwood Grove Subdivision. The small culvert that was installed on the east side of the berm was not analyzed for stormwater capacity at the time of installation. This culvert will need to be reviewed during the development of this park to ensure that it is sufficient for site runoff.

This site does not have desirable soil conditions for a subsurface drainage system. Based on the geotechnical report provided by Rimrock Engineering, the soils within the park are of USCS Soil Classification ML (silt with sand and sandy silt). This soil type has a very low infiltration rate (0.04-0.14 inches/hour) which will require large areas of subsurface detention to meet stormwater design standards. This large footprint may make subsurface drainage undesirable for this site.

Transportation, Access, and Right-of-Way

The adjacent roadways to Cottonwood Park are 54th Street West, which runs north-south along the east side of the property, and Colton Boulevard, which runs east-west along the south side of the property. Colton Boulevard dead-ends just east of the property line between Cottonwood Grove Subdivision and Sunny Cove Fruit Farms.

54th Street West has a 40 foot ROW measured from 5 feet east of road center line to 35 feet west of road center line and a 30 foot County Road Easement measured from 5 feet east of road center line to 35 feet east of road center line. 54th Street West is classified as an Arterial Roadway. Typical street development for roads of this classification include single to multiple lanes of traffic, but do not allow for on street parking. Colton Boulevard is a 55 foot ROW from the intersection of 54th Street West to the property line between Cottonwood Grove Subdivision and Sunny Cove Fruit Farms; this ROW shrinks to 50 foot from this property line and continues west.

Colton Boulevard currently has no curb and gutter on the north side of the roadway; curb and gutter will need to be installed with the development of this site. A walkway will also need to be installed on the north side of Colton Boulevard; for reference, the Cottonwood Park Master Plan proposes an elevated 10 foot wide trail in this location with the construction of Cottonwood Park. As a Collector street, Colton Boulevard would be able to provide on street parking to serve the park needs upon full development.

A 40 foot-wide Access and Utility Easement runs parallel to the entirety of the north property line of the park, measuring 40 feet from the property line to the south.

High Ditch has a 40 foot Ditch Easement, evenly split at 20 feet to either side of the ditch center line.

Geotechnical Report Summary

Field Exploration

The subsurface exploration consisted of drilling three (3) borings on December 28, 2022 to approximately 20 feet below existing grades. The borings were drilled using a truck mounted drill rig equipped with hollow stem and solid flight augers. Groundwater levels were measured during drilling operations, if encountered. Upon completion of drilling and/or groundwater measurements, the borings were backfilled with drill cuttings and compacted with the equipment at hand.

Logs of the borings along with a Vicinity/Site Map are included in the appendix. The borings were located in the field by Rimrock Engineering based on a site plan provided. See figure 12. Ground surface elevations were set at 100 for purposes of this investigation. The locations and elevations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

Rimrock Engineering personnel logged the soil conditions encountered in the borings. At selected intervals, samples of the subsurface materials were taken by driving split-spoon samplers, pushing Shelby tube samplers, and collecting auger cuttings. Penetration resistance measurements were obtained by driving the samplers into the subsurface materials with a 140-pound automatic hammer falling 30 inches. The penetration resistance value is a useful index in estimating the relative density, or consistency, of the materials encountered. The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification.

Laboratory Testing

The purpose of the laboratory testing is to assess the physical and engineering properties of the soil samples

Figure 12. Geotechnical Bore Locations

collected in the field to be used in our geotechnical evaluations and analyses. Laboratory testing was performed on selected soil samples to assess the following:

- Visual classification (USCS)
- Atterberg limits
- Moisture content
- Consolidation/swell
- Sieve analysis

Subsurface Soil Conditions

Underlying a topsoil layer, the subsurface profile generally consists of medium stiff to soft silt with sand and sandy silt soils. For a more detailed description of the subsurface conditions, please refer to the logs provided in the appendix.

Groundwater Conditions

The borings were observed while drilling and after completion for the presence and level of groundwater. Groundwater was encountered at approximately 10 feet while drilling and about 4 feet after drilling for the short duration the borings were allowed to remain open. These observations represent groundwater conditions at the time of the field exploration and may not be indicative of other times, or at other locations. Groundwater can be expected to fluctuate with varying seasonal, weather and irrigation conditions. Evaluation of the factors that affect groundwater fluctuations is beyond the scope of this report.

Laboratory Test Results

The site soils were tested for grain size distribution (sieve analysis) and Atterberg Limits. Atterberg limits are a basic measure of the critical water contents of fine-grained soils. The site soils encountered in the borings generally have low plasticity.

A sample of the silt soils was tested for consolidation/swell potential. The sample was allowed to consolidate under a confining pressure of 1,000 pounds per square foot (psf). Once consolidation under the surcharge load was complete, the sample was inundated with water and allowed to swell/collapse. After movement from the addition of water ceased, incremental loads were then applied to further consolidate the sample. Consolidation/swell test results indicate that the fine-grained soils exhibit high to very high compressibility.

Preliminary Finding And Recommendations

Excavations across the site will generally encounter medium stiff to soft, low plasticity silt soils. Depending on depth of excavations, groundwater will likely be encountered. It is anticipated that excavations for the proposed construction can be accomplished with conventional earthmoving equipment such as tractor mounted backhoes and tracked excavators.

Sandy silt soils were encountered at or near anticipated footing and slab elevations across the site. The site soils are expected to be highly compressible and potentially collapsible. Due to these conditions, deep foundations such as helical piers extending to more competent materials or rammed aggregate piers are potential options for structures on this site.

Another common foundation alternative based on the conditions described above is to utilize shallow spread footing foundations bearing on a zone of geotextile reinforced structural fill. Depth of structural fill varies with anticipated structural loading and subsurface conditions. An allowable bearing capacity for foundations bearing on structural fill generally ranges from 1,500 to 2,500 psf, depending on site specific subsurface conditions, foundation loading, and thickness of the structural fill zone. Regardless of the subsurface conditions, good surface drainage is important and should be maintained throughout the life of the structures.

It is anticipated that pavement subgrade soils will consist of silt soils which are typically considered poor materials for pavement support. Depending on anticipated traffic loads and subgrade strength parameters, subgrade stabilization may be required for pavement construction at the site.

A site-specific design level geotechnical investigation should be performed once specific project design information has been established.

04 Public Engagement

04 Public Engagement

Process

A linear process for delivery of the Cottonwood Park Master Plan was defined with BPR at the beginning of the project. See figure 13. Process Diagram. Further explanation of the process steps are outlined in the following sections.

Public Survey

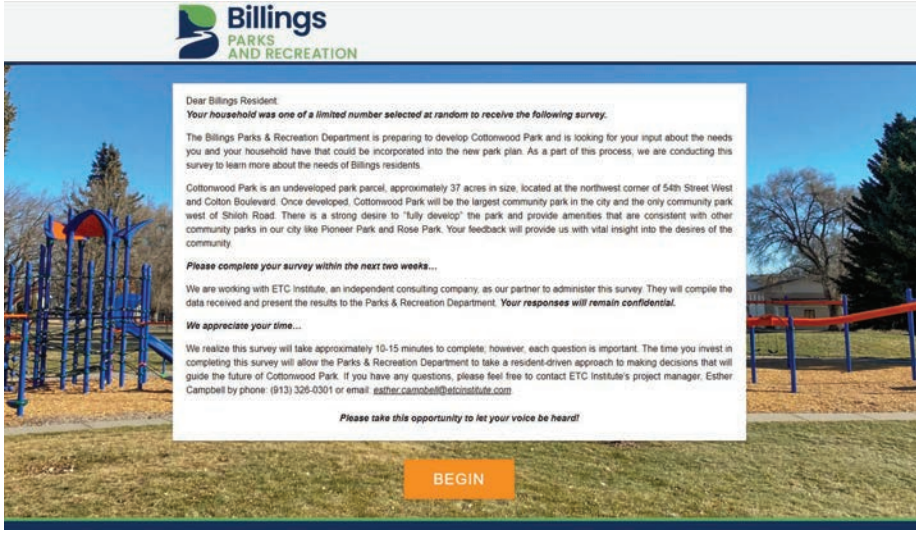
ETC Institute conducted a Parks and Recreation Needs Assessment Survey for the City of Billings during January and February of 2023. The purpose of the survey was to learn about the needs of Billings residents as the Parks and Recreation Department developed the Cottonwood Park master plan.

Figure 13. Public Process

Methodology

The three-page survey, cover letter and postage-paid return envelope were mailed to a random sample of households in the City of Billings. The cover letter explained the purpose of the survey and encouraged residents to either return their survey by mail or complete the survey online at CottonwoodParkSurvey.org. Ten days after the surveys were mailed, ETC Institute sent text messages to the households that received the survey to encourage participation. The texts contained a link to the online version of the survey to make it easy for residents to complete the survey.

The goal was to obtain completed surveys from at least 400 residents. This goal was far exceeded, with a total of 502 households completing the survey. The results for the sample of 502 households have a 95% level of confidence with a precision rate of at least +/- 4.4%.



Priority Investment Rating

The Priority Investment Rating (PIR) was developed by ETC Institute to provide governments with an objective tool for evaluating the priority that should be placed on parks and recreation investments.

The Priority Investment Rating reflects the importance residents place on items and the unmet needs (needs that are only being partly met or not met) for each amenity relative to the amenity that rated the highest overall. Since decisions related to future investments should consider both the level of unmet need and the importance of facilities/amenities, the PIR weights each of these components equally. [The full report and details regarding the methodology for this analysis are provided in the appendix.]

PIR = UNMET NEEDS RATING + IMPORTANCE RATING

0-49

Low Priority Areas are those with a PIR below 50. A rating in this range generally indicates there is a relatively low level of unmet need and residents do not think it is important to fund improvements in these areas. Improvements may be warranted if the needs of very specialized populations are being targeted.

50-99

Medium Priority Areas are those with a PIR of 50-99. A rating in this range generally indicates there is a medium to high level of unmet need or a significant percentage of residents generally think it is important to fund improvements in these areas.

100-200

High Priority Areas are those with a PIR of at least 100. A rating of 100 or above generally indicates there is a relatively high level of unmet need and residents generally think it is important to fund improvements in these areas. Improvements in this area are likely to have a positive impact on the greatest number of households.

Public Survey Highlights

Facility/Amenity Needs & Importance

Respondents were asked to identify if their household had a need for 23 parks and recreation facilities/amenities and rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest "unmet" need for various facilities/amenities.

In addition to assessing the needs for each facility/amenity, ETC Institute also assessed the importance that residents placed on each. Based on the sum of respondents' top four choices, the most important facilities/amenities to residents were: paved walking/jogging looped trails (30%), open turf (29%), natural open space (28%), and amphitheater (26%).

14,149 *HOUSEHOLDS IN BILLINGS*
HAVE A NEED FOR OPEN TURF

Priorities for Facility/Amenity Investments

Based on the Priority Investment Rating (PIR), the following nine facilities/amenities were rated as high priorities for investment:

- **Open turf (PIR=190)**
- **Amphitheater (PIR=187)**
- **Paved walking/jogging looped trails (PIR=165)**
- **Outdoor pool facility (PIR=146)**
- **Natural open space (PIR=141)**
- **Food truck court (PIR=132)**
- **10-15 acres of open turf (PIR=132)**
- **Destination playground (PIR=124)**
- **5-10 acres of open turf (PIR=110)**

The chart to the right shows the Priority Investment Rating (PIR) for each of the 23 amenities that were rated.

Top Priorities for Investment for Facilities/Amenities

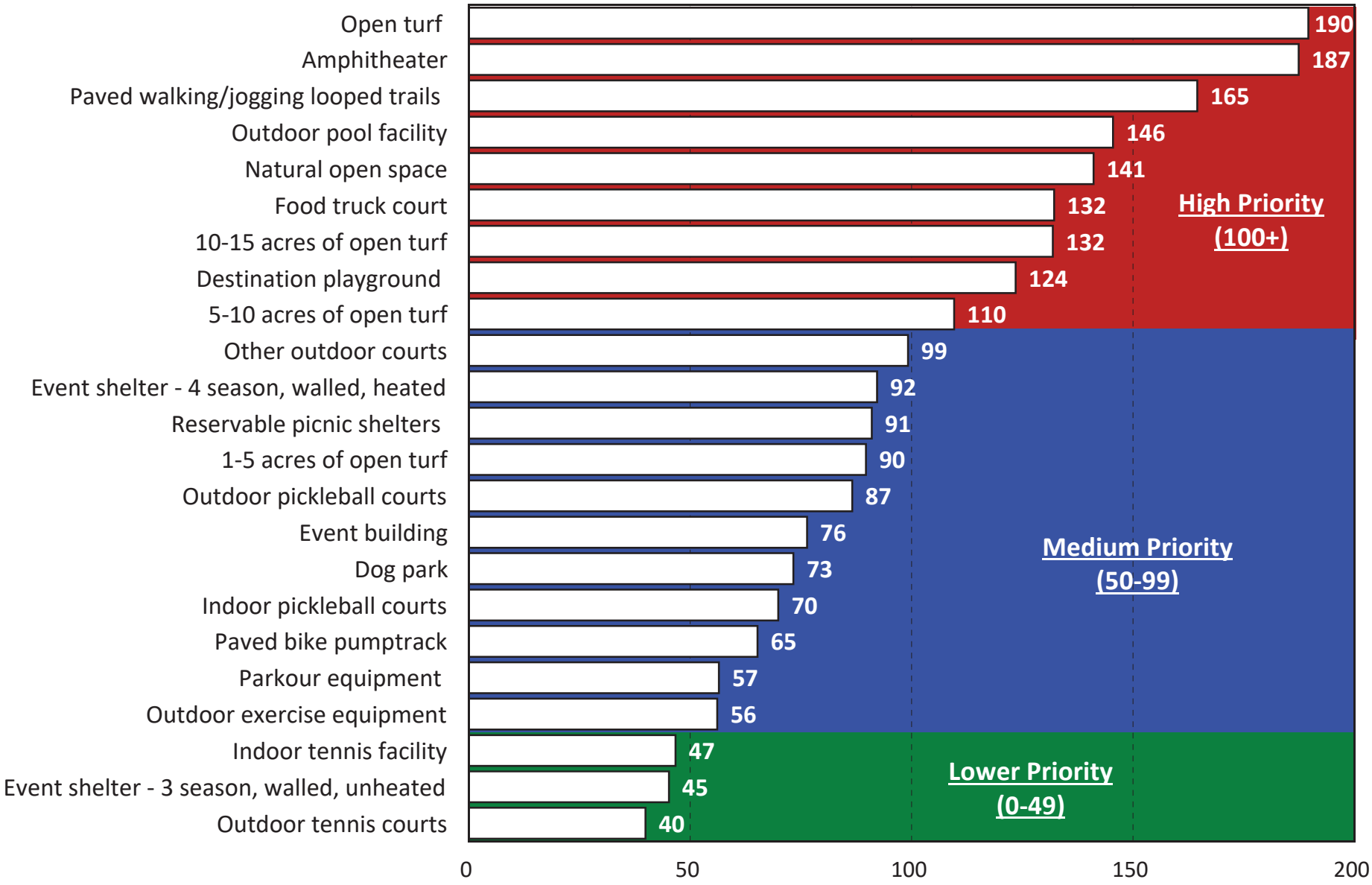


Table 14. Priority Investment Ranking for Facilities

Public Survey Highlights

Community Center Amenity Needs & Importance

Respondents were asked to identify if their household had a need for 6 community center amenities and rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had "unmet" needs for each amenity.

In addition to assessing the needs for each community center amenity, ETC Institute also assessed the importance that residents place on each. Based on the sum of respondents' top three choices, the most important amenities to residents were: multi-use meeting room (38%), 2 multi-use courts (38%), and community center building (22%).

16,724 *HOUSEHOLDS IN BILLINGS*

HAVE A NEED FOR 2 MULTI-USE COURTS

Priorities for Community Center Amenity Investments

Based the Priority Investment Rating (PIR), the following six community center amenities were rated as high priorities for investment:

- **2 multi-use courts (PIR=199)**
- **Multi-use meeting room (PIR=181)**
- **Community center building (PIR=160)**
- **Prep kitchen (PIR=129)**
- **1 multi-use court (PIR=113)**
- **Birthday party room (PIR=109)**

The chart to the right shows the Priority Investment Rating (PIR) for each of the 6 amenities that were rated.

Top Priorities for Investment for Community Center Amenities

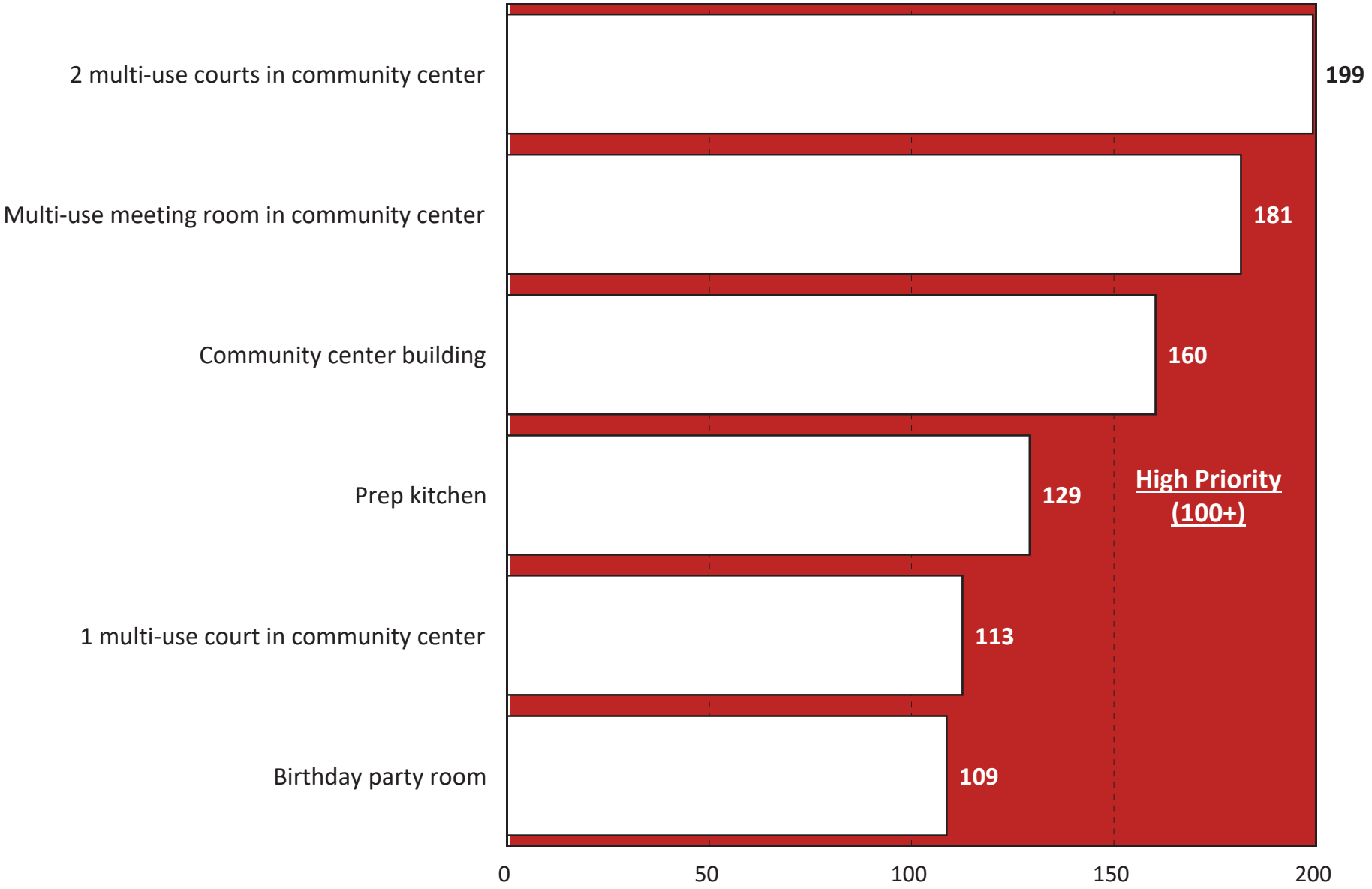


Table 15. Priority Investment Ranking for Community Center Amenities

Public Survey Highlights

Outdoor Pool Amenity Needs & Importance

Respondents were asked to identify if their household had a need for 8 outdoor pool amenities and rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had "unmet" needs for each amenity.

In addition to assessing the needs for each outdoor pool amenity, ETC Institute also assessed the importance that residents place on each. Based on the sum of respondents' top three choices, the most important amenities to residents were: leisure activity pool (48%), lazy river (39%), and water playground (29%).

19,963 *HOUSEHOLDS IN BILLINGS*
HAVE A NEED FOR A LAZY RIVER

Priorities for Outdoor Pool Amenity Investments

Based the Priority Investment Rating (PIR), the following four outdoor pool amenities were rated as high priorities for investment:

- **Leisure activity pool (PIR=184)**
- **Lazy river (PIR=182)**
- **Water playground (PIR=124)**
- **Lap lanes (PIR=120)**

The chart to the right shows the Priority Investment Rating (PIR) for each of the 8 amenities that were rated.

Top Priorities for Investment for Outdoor Pool Amenities

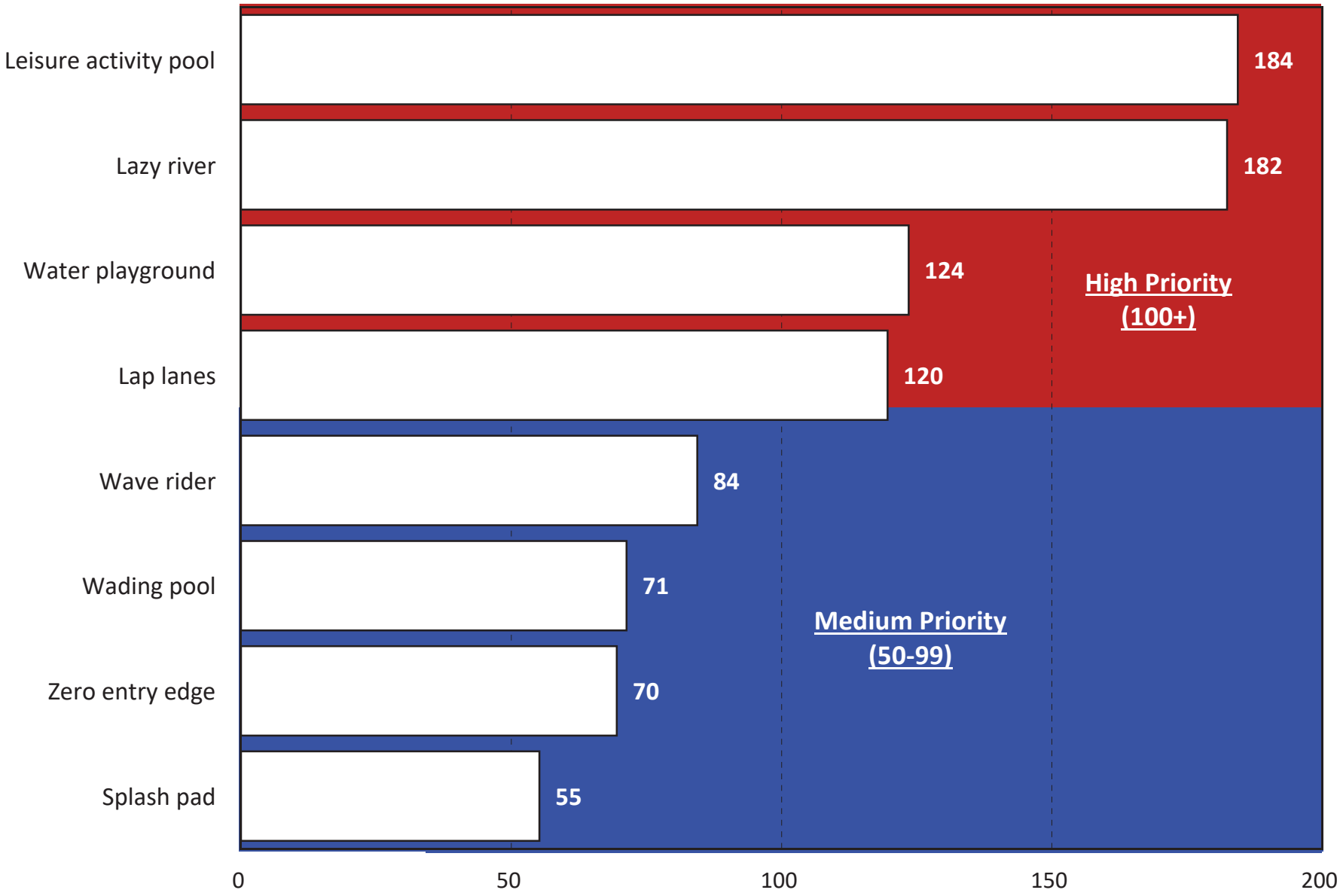


Table 16. Priority Investment Ranking for Outdoor Pool Amenities

Public Survey Highlights

Comments

"Very happy to see High Ditch Trail is included and multiple ditch bridge crossings."

"Connectivity from 54th and Colton for vehicles is good."

"...it might be anticipating this which is good and also a way to coordinate future alignment with development to the east."

"...This is a future Poly Drive alignment and will likely be a road as this area is developed.."

Conclusion & Recommendations

In order to provide the broadest recreational opportunities possible, the amenities with a PIR ranking of 56 or higher were selected for inclusion in the park master plan. According to the survey data, focusing on these items provides the greatest benefit for the largest number of residents within Billings. The facilities/amenities falling within the PIR rating range are listed below.

Facility/Amenity Priorities

- Open turf (PIR=190)
- Amphitheater (PIR=187)
- Paved walking/jogging looped trails (PIR=165)
- Outdoor pool facility (PIR=146)
- Natural open space (PIR=141)
- Food truck court (PIR=132)
- 10-15 acres of open turf (PIR=132)
- Destination playground (PIR=124)
- 5-10 acres of open turf (PIR=110)
- Other outdoor courts (PIR=99)
- Event shelter (PIR 92)
- Picnic shelter (PIR 91)
- 1-5 acres of open turf (PIR 90)
- Outdoor pickleball courts (PIR 87)
- Event building (PIR 76)
- Dog park (PIR 73)
- Indoor pickleball courts (PIR 70)
- Paved bike pumptrack (PIR 65)
- Parkour equipment (PIR 57)
- Outdoor exercise equipment (PIR 56)

Community Center Amenity Priorities

- 2 multi-use courts (PIR=199)
- Multi-use meeting room (PIR=181)
- Community center building (PIR=160)
- Prep kitchen (PIR=129)
- 1 multi-use court (PIR=113)
- Birthday party room (PIR=109)

Outdoor Pool Amenity Priorities

- Leisure activity pool (PIR=184)
- Lazy river (PIR=182)
- Water playground (PIR=124)
- Lap lanes (PIR=120)

Public Meeting 1

The first public meeting was held on June 29th, 2023 with 26 attendees from the community. At this meeting the public was presented with the park history, property development requirements and restrictions, as well as the findings from the statistically valid survey. This information was distilled into a list of amenities for inclusion into the park master plan. Attendees were then tasked with completing a bubble diagram exercise in which scaled cutouts of the park amenities were placed on the site to create an approximate park layout. See figure 18. Six groups of 2-6 people returned diagrams at the end of the public meeting.

Figure 17. Photos of Public Meeting 1

GROUP 1 BUBBLE DIAGRAM

GROUP 2 BUBBLE DIAGRAM

GROUP 3 BUBBLE DIAGRAM

GROUP 4 BUBBLE DIAGRAM

GROUP 5 BUBBLE DIAGRAM

GROUP 6 BUBBLE DIAGRAM

Figure 18. Bubble Diagram Results

Public Meeting 2

The second public meeting was held on August 10th, 2023 with 11 attendees from the community. Findings from the analysis of the bubble diagrams was presented to the public. See figure 19. Three concept plans were developed to explore the various site development options based on the bubble diagram findings. See figure 20.

Attendees were asked to vote for their preferred concept. Additionally, they were asked to provide specific feedback regarding the inclusion of a community pool or splash pad within the park master plan.

A private meeting with the Forbes Family was arranged following the second public meeting to discuss the project and get their specific desires regarding a suitable memorial space for Don & Betsey Forbes. Family representatives expressed their desires to see a natural space with a pond and shelter as a way to memorialize their family's gift to the community. They also expressed a concern over the inclusion of a dog park as a part of the plan based on the size of the area required to be dedicated for a dog park.

Bubble Diagram Analysis

Figure 19. Bubble Diagram Analysis

CONCEPT 1

TURF AREA:	20 ACRES
DOG PARK AREA:	2 ACRES
PARKING LOT:	364 SPACES
SMALL SHELTERS:	12
PAVED TRAILS:	9,750 LF
GRAVEL TRAILS:	1,750 LF
COMMUNITY CENTER:	24,000 SF
PICKLEBALL COURTS:	8
BASKETBALL COURTS:	2
TENNIS COURTS:	4
VOLLEYBALL COURTS:	3
LARGE PLAYGROUND:	1
SMALL PLAYGROUND:	3

ESTIMATED COST RANGE:
$20,000,000 - $26,500,000

CONCEPT 2

TURF AREA:	21 ACRES
DOG PARK AREA:	2 ACRES
PARKING LOT:	273 SPACES
SMALL SHELTERS:	8
PAVED TRAILS:	9,900 LF
GRAVEL TRAILS:	2,400 LF
COMMUNITY CENTER:	24,000 SF
PICKLEBALL COURTS:	8
BASKETBALL COURTS:	2
TENNIS COURTS:	5
VOLLEYBALL COURTS:	2
LARGE PLAYGROUND:	1
SMALL PLAYGROUND:	2

ESTIMATED COST RANGE:
$19,500,000 - $25,000,000

CONCEPT 3

TURF AREA:	20 ACRES
DOG PARK AREA:	2 ACRES
PARKING LOT:	274 SPACES
SMALL SHELTERS:	10
PAVED TRAILS:	9,000 LF
GRAVEL TRAILS:	2,200 LF
COMMUNITY CENTER:	24,000 SF
PICKLEBALL COURTS:	8
BASKETBALL COURTS:	2
TENNIS COURTS:	4
VOLLEYBALL COURTS:	3
LARGE PLAYGROUND:	1
SMALL PLAYGROUND:	2
BAND SHELL	1

ESTIMATED COST RANGE:
$19,500,000 - $25,000,000

Figure 20. Concept Plan Options

Public Meeting 3

The third public meeting was held on September 7th, 2023 with 13 attendees from the community. Community feedback from the second public meeting expressed a preference for Concept #2. See table 21. A preference for a splash pad over a community pool was also expressed based on the responses from the community. See table 22.

The final concept plan presented at the third public meeting was based on the preferred concept plan with the addition of a memorial pond space for the Forbes Family and a splash pad.
See figure 24.

Given the varied opinions regarding the dog park, the community was asked to weigh in specifically regarding a dog park as a part of the master plan. Public opinion was in favor of including a dog park as a part of the park program.
See table 23.

Table 22. Pool vs. Splash pad

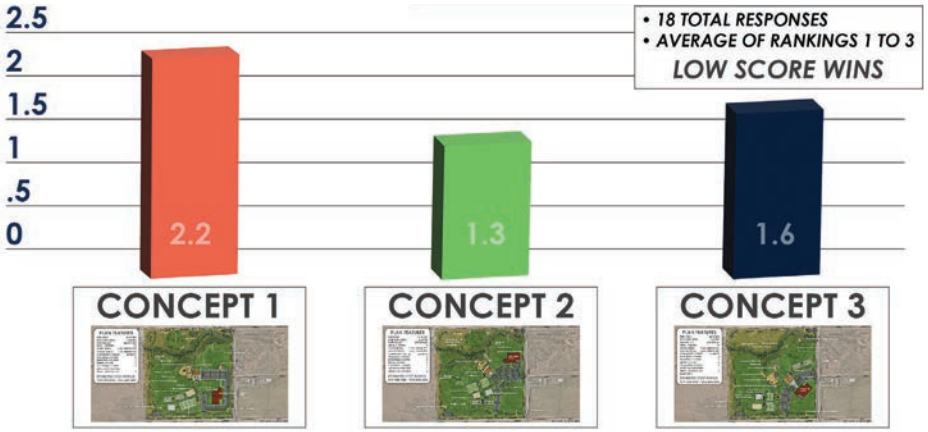


Table 21. Concept Plan Preference

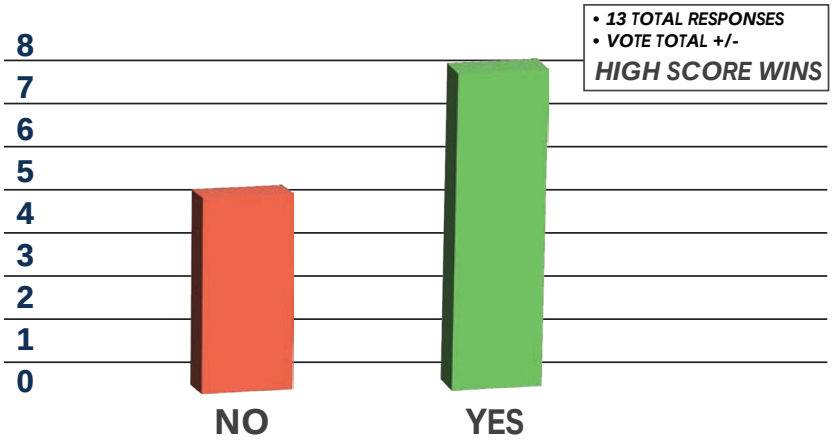


Table 23. Dog Park Voting Results - Public Meeting 3

PLAN FEATURES

TURF AREA:	22 ACRES
MEMORIAL POND:	0.75 ACRES
PARKING LOT:	269 SPACES
SMALL SHELTERS:	10
PAVED TRAILS:	12,395 LINEAR FEET
GRAVEL TRAILS:	922 LINEAR FEET
COMMUNITY CENTER:	24,000 SF
PICKLEBALL COURTS:	8
BASKETBALL COURTS:	2
TENNIS COURTS:	5
VOLLEYBALL COURTS:	2
LARGE PLAYGROUND:	26,000 S.F.
SMALL PLAYGROUND:	1400 S.F.1

Figure 24. Final Concept

Park Board Presentation

The revised park master plan was presented to the Billings parks board on October 16th, 2023. The park board recommended final adjustments to the plan prior to giving their approval recommendation. The plan was revised according to the board's direction and was subsequently approved by the park board on November 8th, 2023.

City Council Presentation

The Billings City Council approved the Cottonwood park master plan on XXX, 2024.

Figure 25. Master Plan Meeting Timeline

Public Meeting Photographs

Figure 26. Public Meeting Photographs

05 Adopted Master Plan

05 Adopted Master Plan

Plan Features

Site Access

The adopted Cottonwood Park Master Plan organizes site access and programming features around a centrally located circulation and activity hub. See figure 26.

Vehicular access and parking is provided via a connecting drive lane between Colton Ave. and 54th Street West. Overall parking counts are provided to satisfy a projected peak demand at full build out. It is anticipated that parking stalls will be developed in phases to coincide with the construction of various site amenities. The community center building being the single largest parking generator.

The master plan includes the completion of the north side of Colton Ave. It is anticipated that street improvements will be required as the drive access is constructed coming off of Colton Ave. General street improvements include, sidewalk, curb and gutter and paving on the north half of the street for the length of the park property.

Playground

A large playground is centrally located on the site adjacent to the large park shelter and splash pad. The playground layout embellishes the natural slope of the site to provide a series of terraces and an embankment with playable features. See figure 28. Playground surfacing is provided predominantly by wood chips, while high wear areas of the playground embankment are surfaced with poured in place material.

Picnic shelters & seating are provided throughout the playground to allow easy supervision & convenience for parents and caregivers.

Areas for parkour “ninja warrior” equipment and adult exercise equipment are provided within the overall playground footprint as well. They are conveniently placed to allow adults an opportunity for exercise while their children use the playgrounds.

PLAN FEATURES

TURF AREA:	20 ACRES
MEMORIAL POND:	0.75 ACRES
PARKING LOT:	227 SPACES
SMALL SHELTERS:	11
PAVED TRAILS:	13,900 LINEAR FEET
GRAVEL TRAILS:	900 LINEAR FEET
COMMUNITY CENTER:	24,000 SF
PICKLEBALL COURTS:	8
BASKETBALL COURTS:	2
TENNIS COURTS:	5
LARGE PLAYGROUND:	30,000 S.F.
DOG PARK:	3.3 ACRES

Figure 27. Final Master Plan

Playground Concept

Figure 28. Playground Concept

Community Center

A 24,000 square foot community center building is planned for the northeast side of the park. This footprint will accommodate a standardized building program for new community centers throughout Billings parks system. The building will hold 2 basketball courts in a gymnasium height space, 2 classrooms/ birthday party rooms, restrooms, administrative offices, and locker rooms. See figures 29 & 30 for illustrative examples of community center buildings.

Restroom

A stand alone restroom building is provided within the central park hub and is conveniently located next to the large picnic shelter, playground and recreational courts. The restroom is a park grade structure featuring 8 unisex units, with an overall square footage of 560 square feet.

Figure 29. Example Community Center Building

Metal Architecture. "1-Entrance_300x200.jpg.", *https://www.metalarchitecture.com/articles/an-upscale-industrialized-look/*

Figure 30. Example Community Center Building

Metal Architecture. "HighlanderAccelerator_1.jpg.", *https://www.metalarchitecture.com/articles/next-generation-community-center/*

Splash Pad

A splash pad is provided adjacent to the community center building and large central picnic shelter. The splash pad is approximately 2,800 square feet which is a typical splash pad size throughout the park system. A small picnic shelter, benches and informal seating are provided throughout the splash pad perimeter for convenience and easy adult supervision.

Forbes Family Memorial Pond

A naturalistic pond and picnic shelter are created on the north side of the park to honor the Forbes family and their philanthropy toward the city of Billings. See figure 32. The memorial pond is provided as a celebration of Don and Betsey's love of the Montana landscape. The surrounding pathways and trails weave through the natural grassland and tree groves providing opportunities for bird watching and wildlife habitat. The pond will capitalize on the relatively high groundwater and adjacent High Ditch for it's water supply. The pond is sized to function as a fish habitat as a part of the state's urban fisheries program.

A memorial plaque is envisioned within the memorial shelter to convey a message about the Forbes family, while the shelter overlooking the pond provides a contemplative setting for passive enjoyment of the natural environment.

Large Shelter

A large park shelter and accompanying plaza space are provided in the center core of the park. The park shelter complex is sized to hold community level festivals and events such as craft fairs, a farmer's market and the like. The large shelter is approximately 6,000 square feet and features electricity and lighting to promote usership and safety. See figure 31.

Figure 31. Example of Large Park Shelter
Poligon Shelters. "nsl.jpg.", *https://poligon.com/wp-content/uploads/2015/09/nsl.jpg*

Figure 32. Example Forbes Memorial Fishing Pond.

Recreational Courts

A series of recreational courts are provided along the southern entry drive into the park. See figure 27. The courts are placed conveniently adjacent to the parking and are an easy walk to the central plaza complex. Eight pickleball courts, five tennis courts, and two basketball courts are provided within this area of the park. Small picnic shelters are located within each grouping of courts to provide a convenient place for players to watch or gear up. Each court grouping is surrounded by a high fence to contain stray balls and control access for reservations. The courts are all surfaced with a sport specific surfacing. See figure 33.

Figure 33. Example Multipurpose Sport Courts

Dog Park

A 3.3 acre dog park is provided on the south west side of the park. The dog park area is divided into a space for large dogs and one for small dogs. The dog park is fenced entirely along it's perimeter in black vinyl chainlink. Entries are designed with a double gate foyer to allow dog staging prior to entry or egress. Right angle corners are minimized in the fencing layout to prevent the feeling of dogs being entrapped in the field. Park shelters are provided on high points within the dog park to provide seating and a good vantage point for pet owners. Dog stations are provided at the entry points and adjacent to the park shelters.

Amphitheater

An informal amphitheater is provided within the site grading of the park. See figure 34. An earthen berm is created to provide topographical relief and to serve as an area for seating during special events such as concerts in the park. A paved pathway provides easy access to the top of the berm for spectators. The amphitheater berm will double as a sledding hill during winter months and provide a much needed activity in the relatively flat surroundings.

Figure 34. Example Informal Amphitheater

Pump Track

A 7,200 square foot pump track is provided on the south east side of the central park hub. The pump track is designed for bike users, with ancillary use by skateboards and other wheeled equipment. The pump track is created on rolling terrain to allow users to pump rather than pedal their bike to gain momentum as they maneuver the circuit of the track. See figure 35. The pump track is paved in asphalt for easy maintenance. A small picnic shelter is provided adjacent to the track as a place for spectators or a spot for users to rest.

Circulation Paths

Pedestrian circulation is provided throughout the park via a combination of paved and gravel paths. Generally gravel paths are used in the northernmost natural area with paved paths used on the south side of the park in high traffic areas. A critical section of the High Ditch trail is provided along the ditch, which is anticipated to be extended as the adjacent land is developed. The pedestrian circulation paths also connect to the existing municipal trail that fronts the east side of the park. The parking lots and internal pathways and amenities are expected to provide both a destination and trail head feature for the park.

Irrigation

Performance requirements for the park irrigation system are calculated assuming a highest water use scenario of 21 acres of irrigated turf. Irrigation systems should be sized to provide 200 gallons per minute. Daily water usage for the highest water use scenario is estimated .8 acre feet.
A pump station will be required for the irrigation system operation given the scale of the site and the overall water demand. Well sizes and reported flows in the area range in between 50' depth and 25 gallons per minute. A permitted well is required to provide the volume of water required. A groundwater pump test should be performed to validate water supply and system design.

Municipal water presents the most readily available source for irrigation. However, water cost and system development fees are the primary limitation for its use as an irrigation source. Given the life cycle costs inherent in municipal water usage it is not recommended as a long term water supply unless an irrigation well proves insufficient. Municipal water may also serve as a short term supply of irrigation water as the initial phases of the park are constructed.

Irrigation ditch water is reported to be unpredictable and scarce. As such it is not recommended as the preferred source for park irrigation, but could provide a viable source of water for the memorial pond. The High Ditch is usually filled at the beginning of May and runs through the beginning of November.

Figure 35. Example Paved Pump Track

CPTED

Crime Prevention Through Environmental Design standards are integrated throughout the site design. CPTED standards are focused on enhancing the built environment to create places that naturally reduce incidence of crime and improve quality of life for the visitors. This is achieved by designing around the four key principals of natural surveillance, access control, territorial reinforcement and maintenance.

Natural Surveillance

Visibility into the park is maintained from 54th street and the vehicular access points to provide good natural surveillance. Site obscuring structures and trees are offset from pedestrian paths by a minimum of 30' throughout the park to eliminate ambush staging areas and preserve sight lines.

Adequate lighting is the single most effective deterrent of negative activity at night. Lighting is used in the CPTED model to illuminate human activity and provide security. Lighting within Cottonwood Park is intended to include the primary areas of park development, namely the public streets, parking lots, buildings & picnic shelters. It is not intended to illuminate sports facilities or promote night time usage of outdoor amenities. Lighting for the park should meet the current Illuminating Engineering Society minimum standards. Lighting design must include full cutoff and dark sky compliant fixtures to prevent light trespass to surrounding neighborhoods. Light sources should be of a proper temperature to provide good night time color recognition.

Natural Access Control

Celebrating park entries with landscaping and signage establish Cottonwood Park as a distinct site within the community and provide information for park usage and wayfinding. As future development occurs around the park additional pedestrian access points should be provided to encourage park visitation and natural surveillance of the park by the surrounding neighbors.

Territorial Reinforcement

Territorial reinforcement encourages park users to take ownership of the park. General park usage and activation through recreational programming, group and community events should be encouraged to promote positive activity and oversight, which in turn will reduce negative behaviors.

Maintenance

Persistent maintenance and repair of park equipment and surfaces implies ownership and conveys a sense of safety. Maintenance activities should center on prompt removal of tagging and vandalism to deter more severe negative activity.

CPTED is defined as the proper design and effective use of the built environment that can lead to a reduction in the fear and incidence of crime and an improvment in the quality of life.

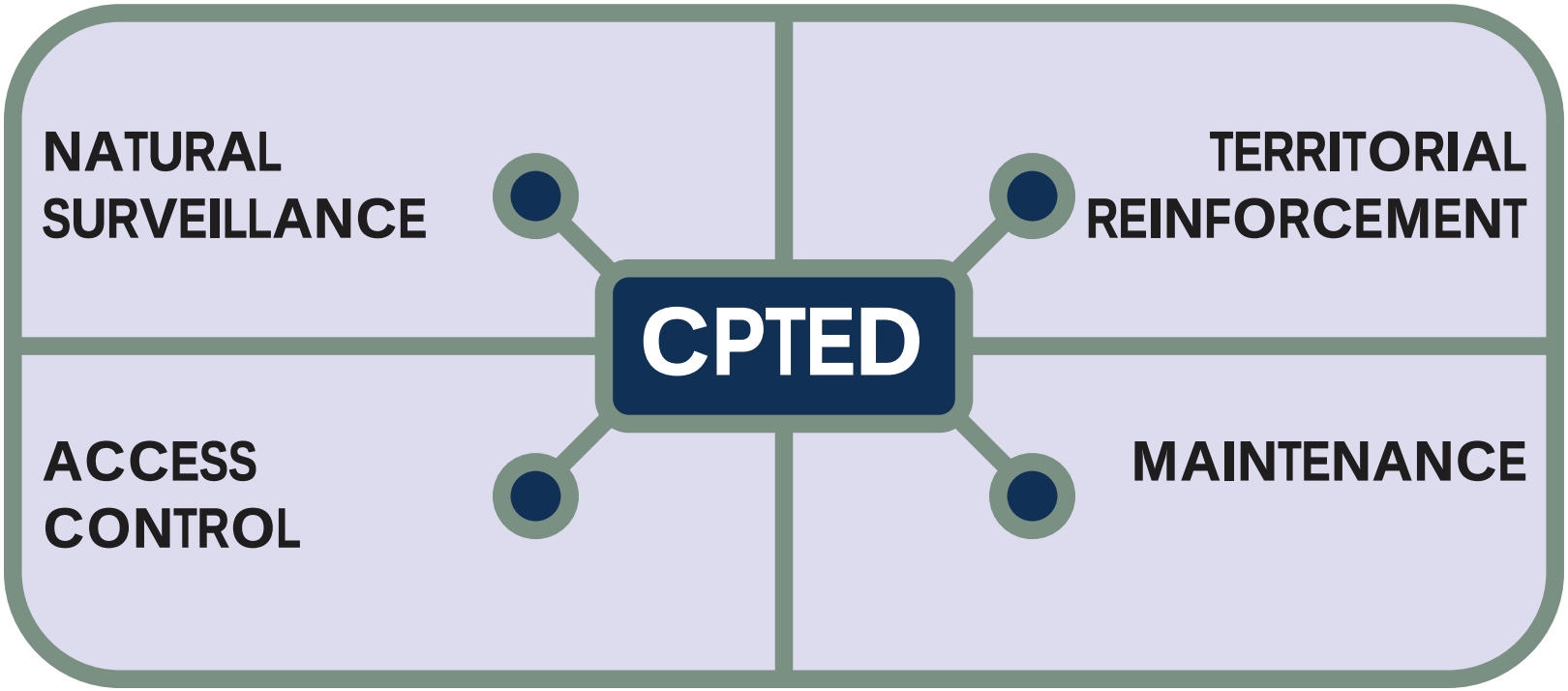


Figure 36. CPTED Key Concepts

06 Operational Standards

06 Operational Standards

User Agreements

BPR should establish formal user agreements with all future user groups, defining maintenance and level of service between the user groups and BPR. A formal service agreement recognizes the ultimate liability and ownership by BPR to operate the parks for the greatest public good.

In the lack of an established user agreement, Park use permits should be issued as the formal mechanism for park reservations. Evaluation meetings should be held with partnering organizations in off season times to evaluate performance from the past year, and discuss expectations and plans for the upcoming seasons.

Scheduling

Reservation of park amenities should be provided through the established BPR permitting system. Many amenities provided in the park master plan are favorable to a reservation system including: picnic shelters, pickleball courts, tennis courts and basketball courts. The community center building would also provide reservation/rental opportunities with the classrooms and Indoor gymnasium space facilitating a variety of programs year round.

Maintenance

Industry park standards should be implemented for all park facilities, as directed by parks staff. Facility maintenance standards should address regular safety inspections, garbage cleaning, restroom cleaning and repair.

A turf maintenance program should be implemented to address mowing methods and schedule, and mow height, watering schedule and costs, fertilization schedule, and
State of Montana compliant weed and pest management.

In keeping with current parks and recreation department practices, it is expected that the general maintenance and landscaping associated with Cottonwood Park will be provided to ensure a safe and enjoyable experience.

See the following tables 37 - 41 for recommended maintenance standards.

Restroom Building Maintenance Schedule

Level 1 Maintenance		
Task	**Frequency**	**Time frame**
Clean,sweep, vacuum	3x perweek	April - October
Take out garbage	3x per week	April - October
Clean and stock restrooms	7x per week	April - October
Clean windows	1x per month	April - October
Check lighting	1x per week	April - October
Check heating/cooling	1x per month	April - October
Check and clean storage areas	1x per week	April - October
Clean patio around building	1x per week	April - October
Update signs - repaint	1x per year	April - October
Mechanical system inspection	2x per year	Spring - Fall
Mechanical startup & shutdown	2x per year	Spring - Fall

Table 37. Restroom Building Maintenance Schedule

Splash Pad Maintenance Schedule

Level 1 Maintenance		
Task	**Frequency**	**Time frame**
Inspect water sprays	1x per week	Spring - Fall
Major annual inspection	1x per year	Spring
Repair	Immediately	Year Round
Startup/shutdown	2x per year	Spring-Fall
Remove vandalism	Immediately	Year Round
Inspect pad surface	2x per year	Spring-Fall
Inspect mechanical equipment	7x per week	Spring-Fall
Water testing	per code	Spring-Fall

Table 38. Splash Pad Maintenance Schedule

Shelter Maintenance Schedule

Level 2 Maintenance		
Task	**Frequency**	**Time frame**
Clean and Sweep	3x/week	April - October
Empty garbage cans	3x/week	April - October
Painting	biannually	Spring - Fall
Power wash	1x/week, as needed	Spring
Clean grills	as needed, inspect weekly	April - October
Check & Spray for Hornets	1x/month	April - October
Inspect electrical system	1x/year	Spring
Inspect picnic tables	1x/month	April - October
Inspect/Remove debris from roof	1x/year	Spring
Remove vandalism	Immediately	April - October

Table 39. Shelter Maintenance Schedule

Playground Maintenance Schedule

Level 1 Maintenance		
Task	**Frequency**	**Time frame**
Inspect & Document	1x per month	Year Round
Major annual inspection	1x per year	Fall
Repair	Immediately	Year Round
Clean and pickup trash	3x per week	Year Round
Remove vandalism	Immediately	Year Round
Inspect water fountains	Daily	Spring-Fall
Inspect playground site furniture	1x per week	Year Round
Rake sand, wood chips, fiber mulch	1x per week	Year Round
Seal rubberized, poured in place	1x per year	
Remove/replace fiber mulch	3-5 years	Spring
Replace fiber mulch	1x every 15 years	
Inspect for pests/ hornets/ etc	1x per week	Spring-Fall

Table 40. Playground Maintenance Schedule

General Lawn Maintenance Schedule

Level 2 Maintenance		
Task	**Frequency**	**Time frame**
Mow/Trim (3")	1x per week	April - October
Overseed	As needed	Fall
Fertilize	2x per year	Spring/Fall
Apply weed control	1x per year	Spring
Prune trees	As needed	Spring
Trim shrubs	As needed	Year Round
Pick up trash prior to mowing	Every mowing	Spring-Fall
Manage leaves	2x per year as needed	Fall
Lawn trim / weed eater	1x per week	April - October
Edge	1x per year	Spring

Table 41. General Lawn Maintenance Schedule

Operations

Staffing

Staffing recommendations for Cottonwood Park are provided as an estimated minimum to achieve the recommended maintenance standards outlined previously.

To meet these goals, the following staffing levels are recommended:

- 1/2 Full-time grounds maintenance worker
- 1 Part-time seasonal grounds maintenance workers
- 2 Full-time community center staff

See table 41 for seasonal staffing estimates. Staffing needs are itemized based on general divisions of labor within the park. Full time employees are calculated at 40 hours per week.

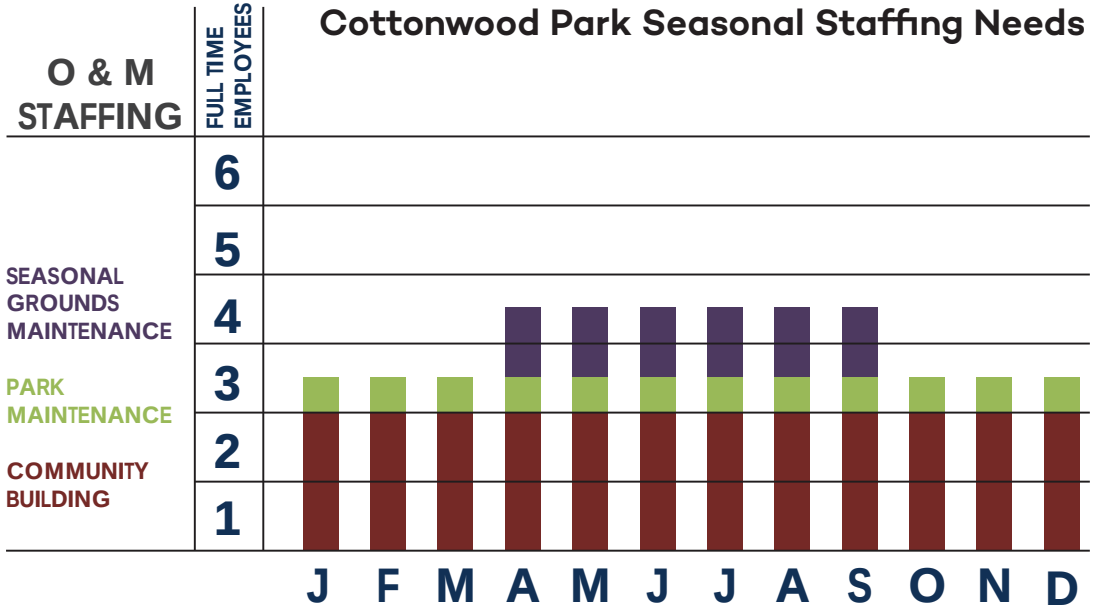


Table 42. Cottonwood Park Seasonal Staffing Needs

Cottonwood Park Pro Forma Expenses

Personnel	Wages & Taxes	Description
Groundskeeper	$20,000.00	1/2 Full time staff
Part-time Groundskeeper	$4,320.00	1 staff; 20 hours per week; 12 weeks; 2,40 hours total; $18 per hour
Community Center Staff	$80,000.00	2 Full time staff
Overtime	$500.00	
Employer's Share of FICA	$6,467.84	6.2% of Salaries and Wages
Employer's Share of Medicare	$1,564.80	1.5% of Salaries and Wages
Full-Time Benefits	$32,150.00	32.15% of Full time wages
Total Personnel Expenses	**$145,002.64**	

Non-Personnel Charges	Cost	Description
Electricity	$6,000.00	
Water & Sewer	$3,600.00	
Equipment Repairs & Maintenance	$3,500.00	
Trash Collection	$120.00	
Staff Uniforms	$600.00	$200 each
Participant Uniforms	$500.00	
Irrigation Materials	$2,000.00	
Repair Parts	$1,000.00	Plumbing, hardware, electrical, allowance
Small Tools & Minor Equipment	$1,000.00	Misc. & specialty tools
Other Maint. Supplies	$4,000.00	Light bulbs, striping material, bulk material
Safety Supplies	$250.00	Safety glasses, gloves, harnesses
Total Park Expenses	**$22,570.00**	

Total Operational Expenses	**$167,572.64**

Table 43. Cottonwood Park Pro Forma Expenses

07 Cost Estimate

07 Cost Estimate

The cost estimate for the Cottonwood Park Master Plan is intended for budgetary purposes only. Pricing reflected in the estimate is accurate for the time of its composition, but it's accuracy is expected to decline over time as implementation extends. Pricing is presented as a range of potential costs, with the average price being generally the most accurate to actual costs. Soft costs reflect a percentage of the total project and include items like professional fees, and financing costs. See figure 46.

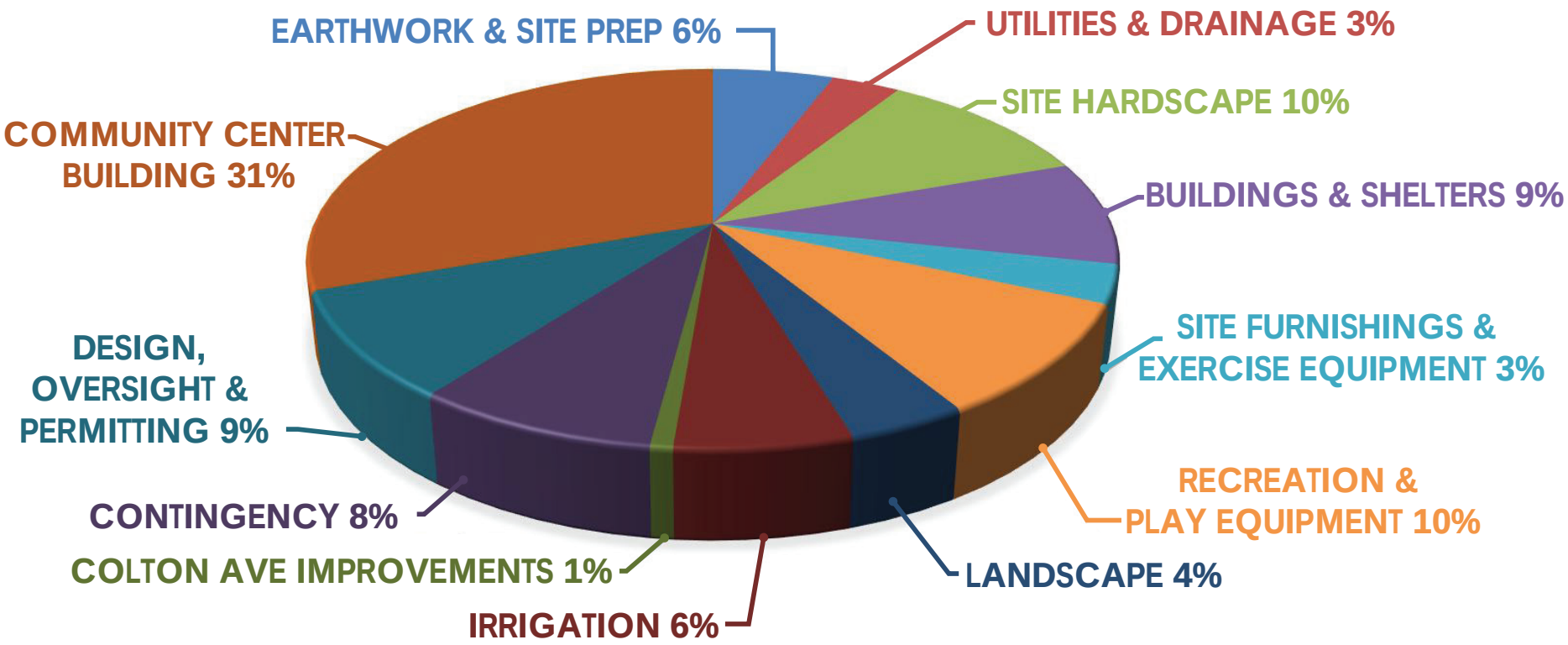
Funding Sources

BPR should explore various public and private funding sources to finance construction of Cottonwood Park. Public funding sources include issuing General Obligation Bonds or budget allocations through Billings' standard budgetary process.

A number of wildlife based special interest groups could make potential partners particularly in the development & preservation of the natural area on the north side of the park. These groups include Montana FWP, Pheasants Forever, Montana Bird Advocacy, Montana Audubon Society, and Ducks Unlimited.

Private fund raising partners include the Billings based pickleball associations, Tennis association, and the Friends of Billings dog parks. Further opportunities for private donors exist within the community among service organizations, businesses, and individuals who share interests with the Cottonwood Park Master Plan. BPR should work to seek out additional private partners who are so aligned to help facilitate the master plan implementation both financially, but also through advocacy and public outreach campaigns during public funding efforts.

Grant opportunities are also available for use in park development. See Appendix H of the *2017 Billings Comprehensive Parks and Recreation Master Plan* for a list of potential partners.



TOTAL ESTIMATED COST $25,000,000 - $30,000,000

Figure 44. Cost Estimate

Phasing plan

A construction phasing study is provided to show options for more manageable park implementation. See figure 47. Four construction phases are identified based on financial targets, while also considering easily divided portions of the site. The phasing order also considers appropriate sequencing of the construction work over time to ensure smooth implementation. While these phases represent a likely construction sequence and budget allowance at the time of the master plan, each phase of park construction should be evaluated and adjusted as budgets and community interest dictate.

Phase 1 of park development includes the area of the park to the north of the irrigation ditch. This includes the natural area, walking trails, pond, Forbes family memorial and associated parking. The total price for this phase of work is estimated at $1.2 - $1.5 million.

Phase 2 of park development includes the central core of the park, including the main vehicular access & parking, main park shelter, small park shelters, central plaza, restroom, playground, pumptrack, pedestrian bridge, and associated landscaping. The total price for this phase of work is estimated at $8.8 - $10 million.

Phase 3 of park development includes construction of the pickleball courts, tennis courts, basketball courts, dog park, and splash pad. The total price for this phase of work is estimated at $5 - $6 million.

Phase 4 of park development includes construction of the community center and associate parking area. The total price for this phase of work is estimated at $9.5 - $12.7 million.

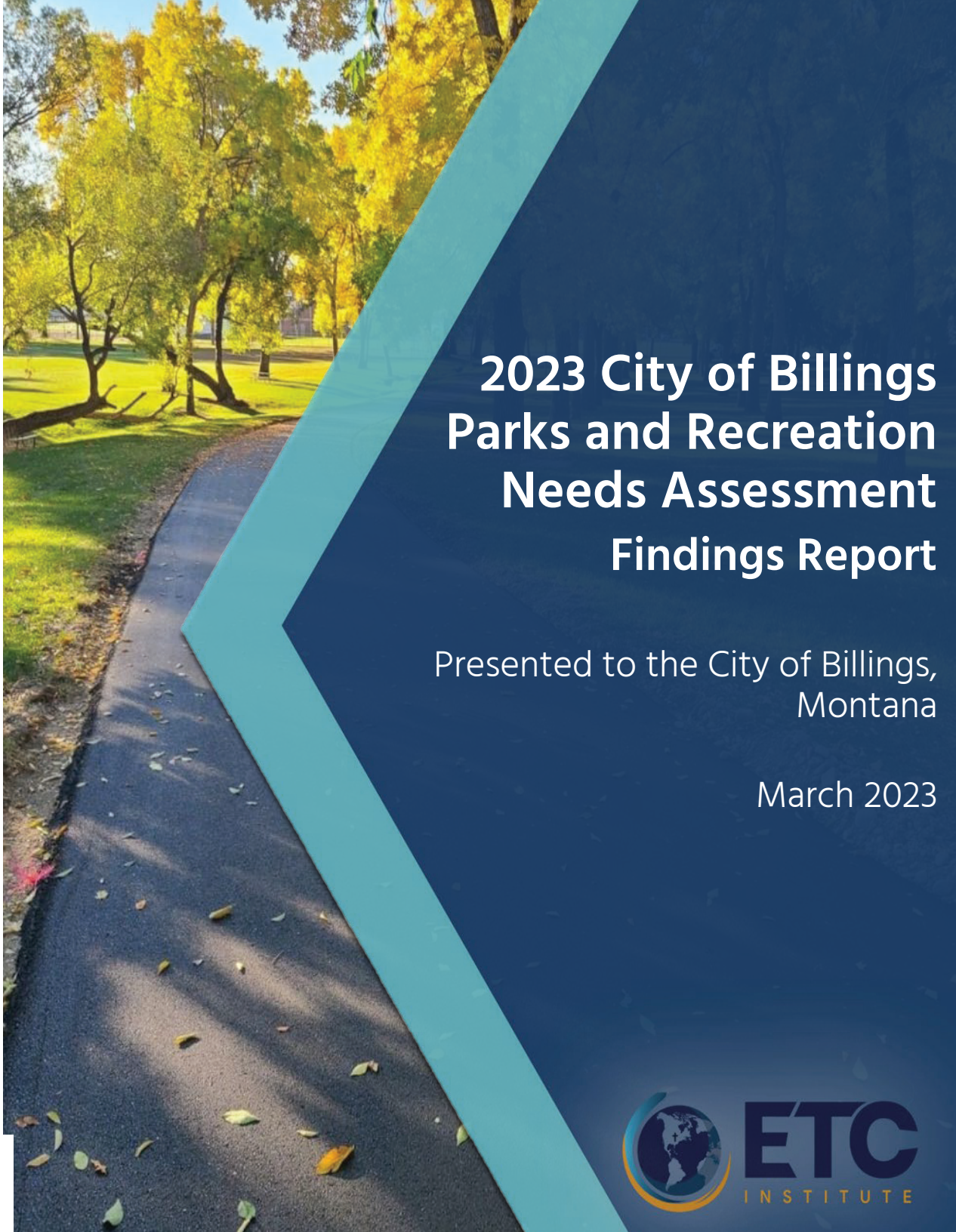
Figure 45. Master Plan Phasing Diagram

Appendix

Statistical Survey
Geotech Report
Public Feedback

Appendix

Statistical Survey



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Executive Summary

2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary

PURPOSE

ETC Institute conducted a Parks and Recreation Needs Assessment Survey for the City of Billings during January and February of 2023. The purpose of the survey was to learn about the needs of Billings residents as the Parks and Recreation Department prepares to develop Cottonwood Park. This is the first survey that ETC Institute has administered for the Billings Parks and Recreation Department.

METHODOLOGY

The three-page survey, cover letter and postage-paid return envelope were mailed to a random sample of households in the City of Billings. The cover letter explained the purpose of the survey and encouraged residents to either return their survey by mail or complete the survey online at CottonwoodParkSurvey.org. Ten days after the surveys were mailed, ETC Institute sent text messages to the households that received the survey to encourage participation. The texts contained a link to the online version of the survey to make it easy for residents to complete the survey.

The goal was to obtain completed surveys from at least 400 residents. This goal was far exceeded, with a total of 502 households completing the survey. The results for the sample of 502 households have a 95% level of confidence with a precision rate of at least +/- 4.4%.

This report contains the following:

- An executive summary of the methodology for administering the survey and major findings
- Charts showing the overall results of the survey (Section 1)
- Priority Investment Rating (PIR) that identifies priorities for facilities/amenities (Section 2)
- Benchmarking analysis comparing Billings' results to national results (Section 3)
- Tabular data showing the overall results for all questions on the survey (Section 4)
- A copy of the survey instrument (Section 5)

The percentage of "don't know" responses has been excluded from many of the graphs shown in this report to facilitate valid comparisons of the results from Billings with the results from other communities where ETC Institute has conducted a community interest and opinion survey. Since the number of "don't know" responses often reflects the utilization and awareness of services, the percentage of "don't know" responses has been provided in the tabular data section of this report. When the "don't know" responses have been excluded, the text of this report will indicate that the responses have been excluded with the phrase "*who had an opinion.*"

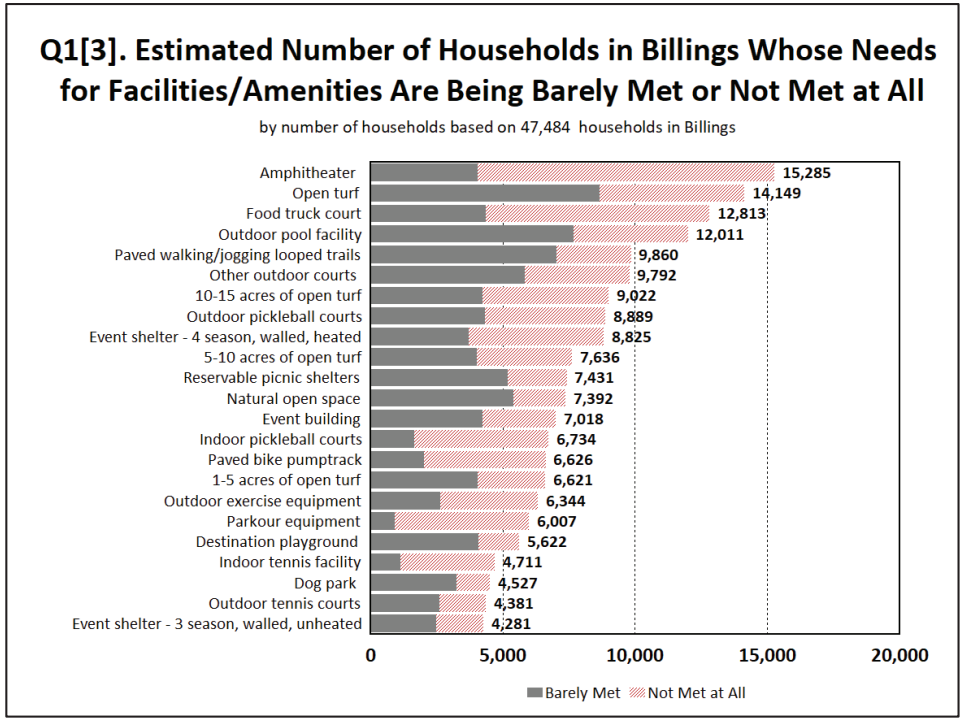
2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary

FACILITY/AMENITY NEEDS AND PRIORITIES

Facility/Amenity Needs: Respondents were asked to identify if their household had a need for 23 parks and recreation facilities/amenities and rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest "unmet" need for various facilities/amenities.

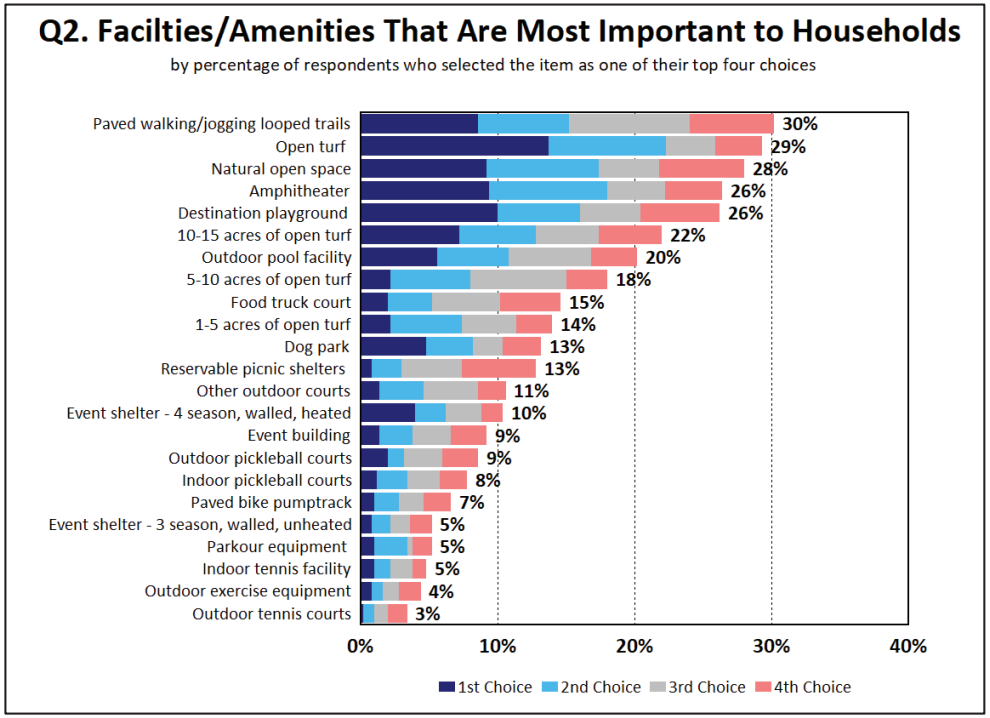
The four parks and recreation facilities/amenities with the highest percentage of households that indicated a need were: paved walking/jogging looped trails (50%), natural open space (48%), open turf (46%), and destination playground (41%). When ETC Institute analyzed the needs in the community, these same four facilities/amenities had a need that affected more than 19,000 households.

ETC Institute estimates a total of 15,285 households in Billings that have a need, have unmet needs for an amphitheater. The estimated number of households that have unmet needs for each of the 23 facilities/amenities that were assessed is shown below.



2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary

Facility/Amenity Importance: In addition to assessing the needs for each facility/amenity, ETC Institute also assessed the importance that residents placed on each. Based on the sum of respondents' top four choices, the most important facilities/amenities to residents were: paved walking/jogging looped trails (30%), open turf (29%), natural open space (28%), and amphitheater (26%). The percentage of residents who selected each facility/amenity as one of their top four choices is shown in the chart below.



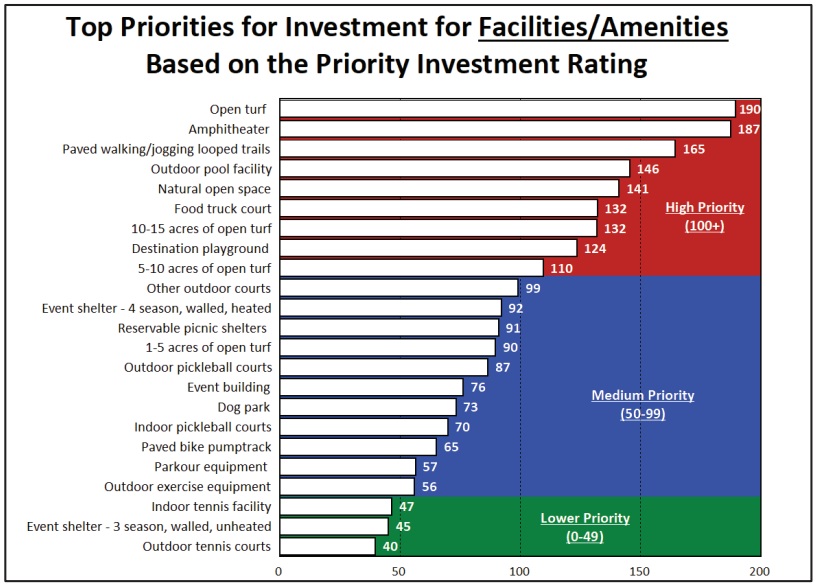
2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary

Priorities for Facility/Amenity Investments: The Priority Investment Rating **(PIR)** was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on parks, trails, recreational amenities, and services. The PIR equally weights (1) the importance that residents place on amenities and (2) how many residents have unmet needs for the amenity. [Details regarding the methodology for this analysis are provided in Section 2 of this report.]

Based the Priority Investment Rating (PIR), the following nine facilities/amenities were rated as high priorities for investment:

- Open turf (PIR=190)
- Amphitheater (PIR=187)
- Paved walking/jogging looped trails (PIR=165)
- Outdoor pool facility (PIR=146)
- Natural open space (PIR=141)
- Food truck court (PIR=132)
- 10-15 acres of open turf (PIR=132)
- Destination playground (PIR=124)
- 5-10 acres of open turf (PIR=110)

The chart below shows the Priority Investment Rating for each of the 23 facilities/amenities that were assessed on the survey.

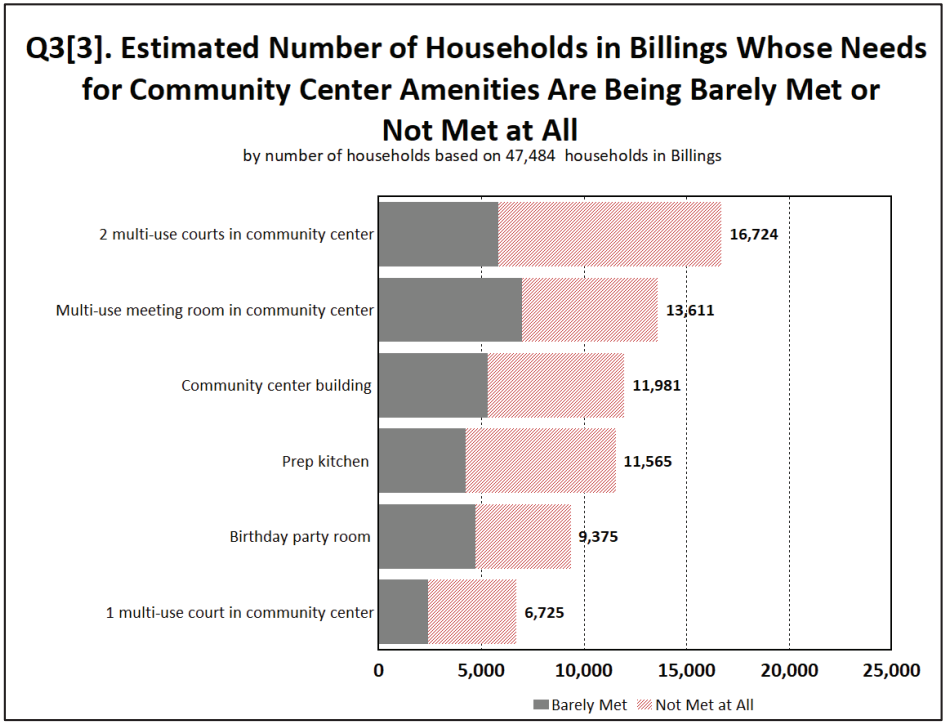


2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary

COMMUNITY CENTER AMENITY NEEDS AND PRIORITIES

Community Center Amenity Needs. Respondents were also asked to identify if their household had a need for 6 community center amenities and rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had "unmet" needs for each amenity.

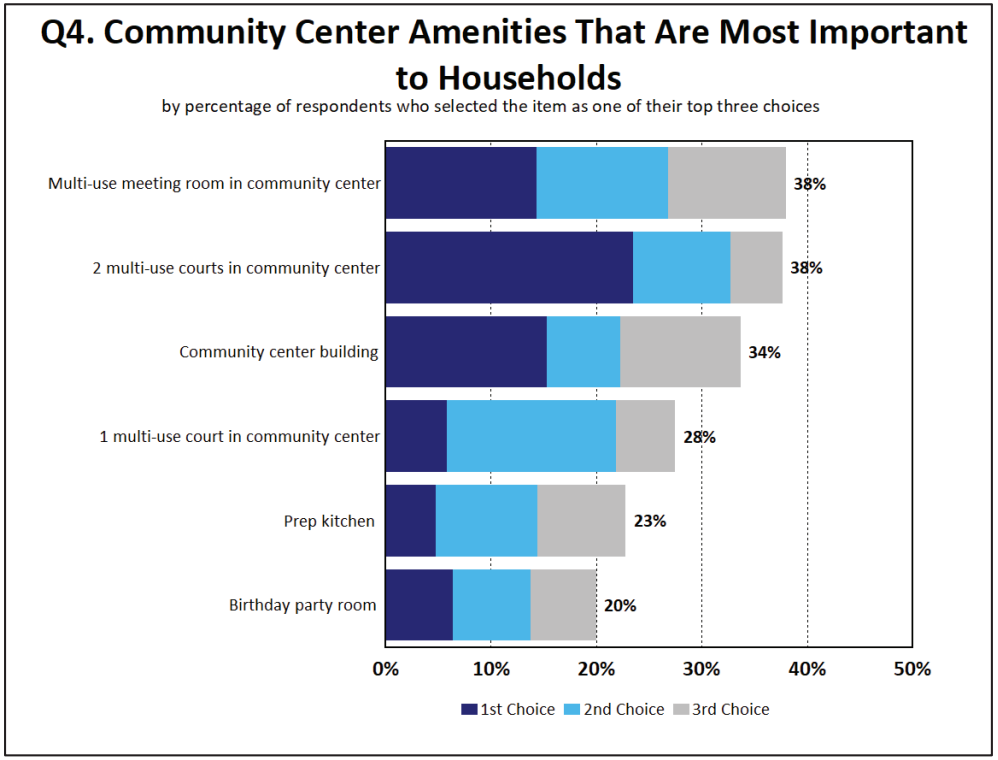
The two community center amenities with the highest percentage of households that had needs were: 2 multi-use courts (38%) and multi-use meeting room (37%). When ETC Institute analyzed the needs in the community, both of these amenities had a need that affected more than 17,000 households. ETC Institute estimates a total of 16,724 households in Billings that have a need, have unmet needs for 2 multi-use courts. The estimated number of households that have unmet needs for each of the 6 community center amenities that were assessed is shown below.



2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary

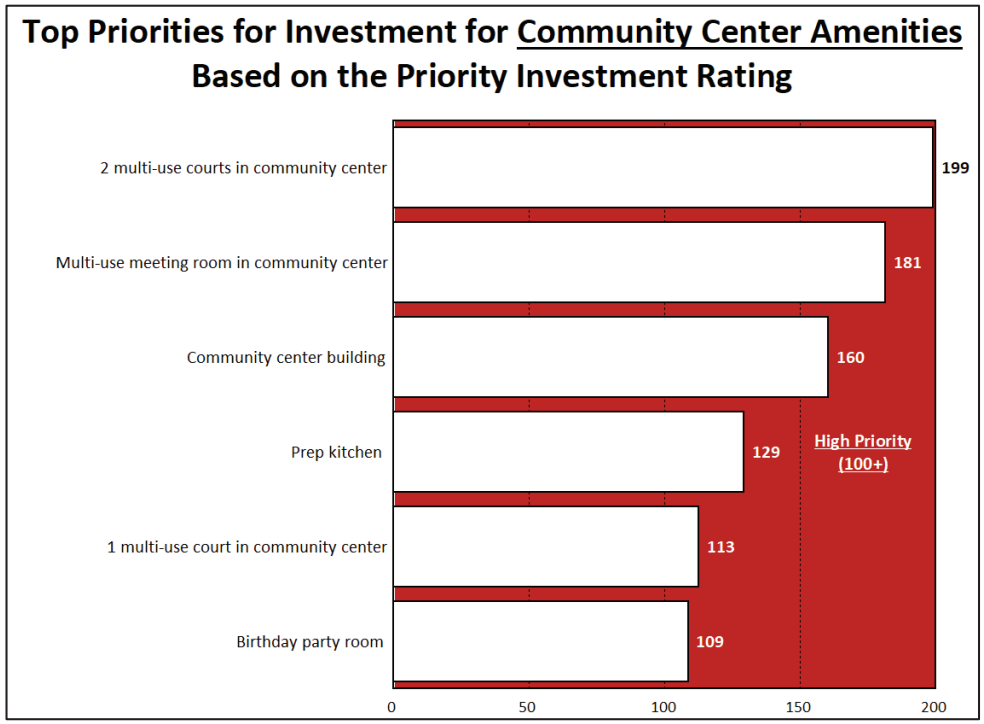
Community Center Amenity Importance. In addition to assessing the needs for each community center amenity, ETC Institute also assessed the importance that residents place on each. Based on the sum of respondents' top three choices, the most important amenities to residents were: multi-use meeting room (38%), 2 multi-use courts (38%), and community center building (22%).

The percentage of residents who selected each amenity as one of their top three choices is shown in the chart below.



Priorities for Community Center Amenity Investments. Based on the priority investment rating (PIR), which was described briefly on page v of this Executive Summary and is described in more detail in Section 2 of this report, all six amenities were rated as "high priorities" for investment: The chart on the following page shows the Priority Investment Rating (PIR) for each of the 6 amenities that were rated.

2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary

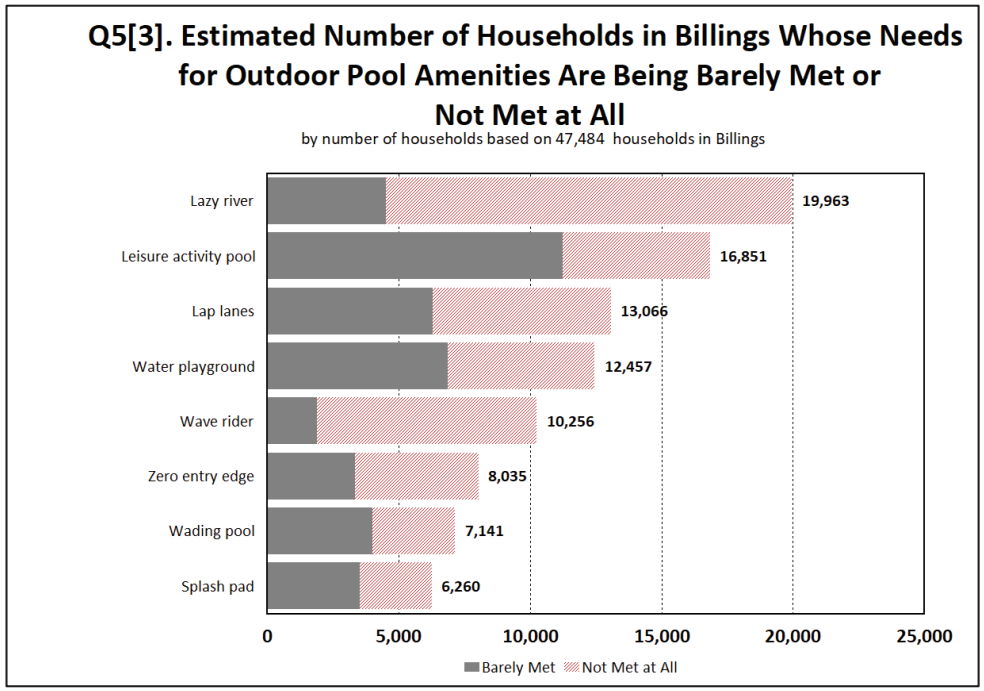


OUTDOOR POOL AMENITY NEEDS AND PRIORITIES

Outdoor Pool Amenity Needs. Respondents were asked to identify if their household had a need for 8 outdoor pool amenities and rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had "unmet" needs for each amenity.

The two outdoor pool amenities with the highest percentage of households that had a need were: leisure activity pool (56%) and lazy river (46%). When ETC Institute analyzed the needs in the community, both of these amenities had a need that affected more than 21,000 households. ETC Institute estimates a total of 19,963 households in Billings that have a need, have unmet needs for a lazy river. The estimated number of households that have unmet needs for each of the 8 outdoor pool amenities that were assessed is shown on the following page.

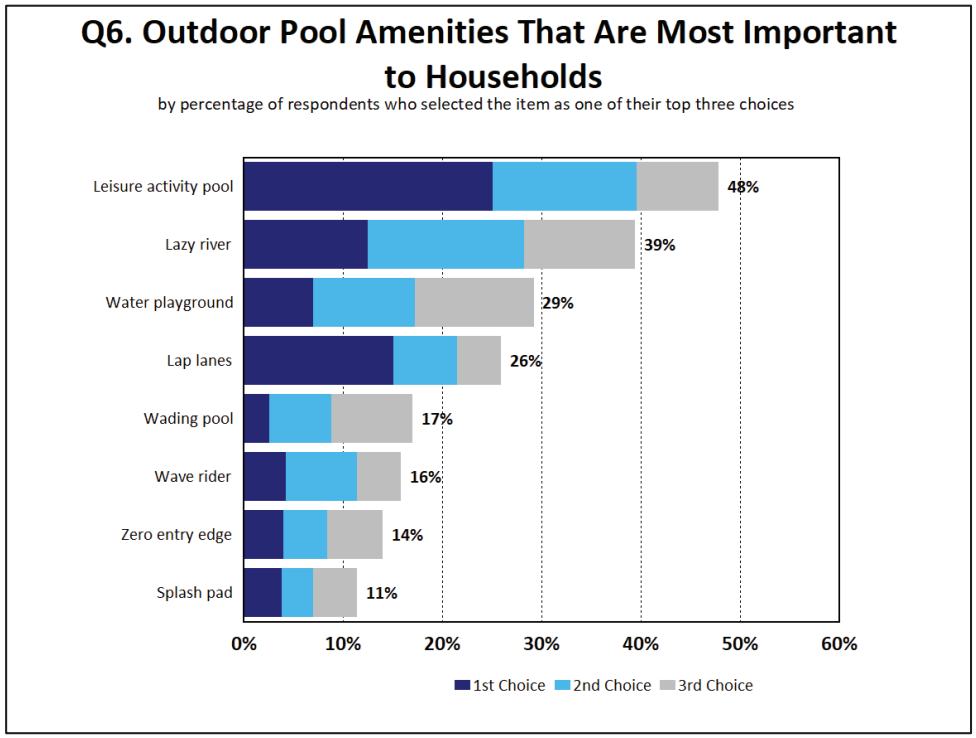
2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary



Outdoor Pool Amenity Importance. In addition to assessing the needs for each outdoor pool amenity, ETC Institute also assessed the importance that residents place on each. Based on the sum of respondents' top three choices, the most important amenities to residents were: leisure activity pool (48%), lazy river (39%), and water playground (29%).

The percentage of residents who selected each amenity as one of their top three choices is shown in the chart on the following page.

2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary

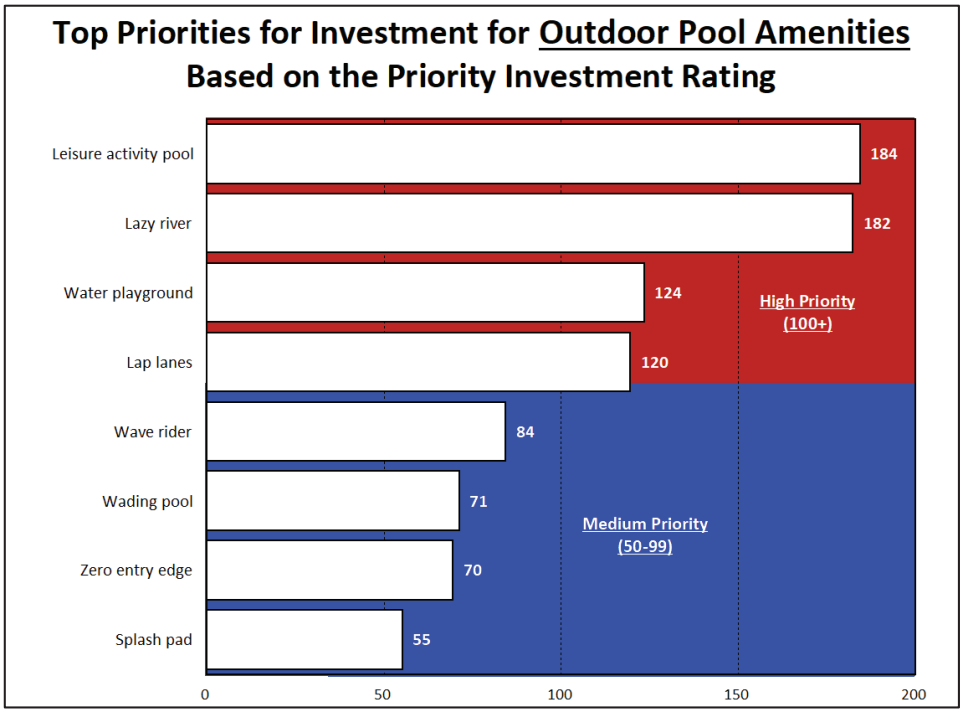


Priorities for Outdoor Pool Amenity Investments. Based the Priority Investment Rating (PIR), the following four amenities were rated as high priorities for investment:

- Leisure activity pool (PIR=184)
- Lazy river (PIR=182)
- Water playground (PIR=124)
- Lap lanes (PIR=120)

The chart on the following page shows the Priority Investment Rating for each of the 8 outdoor pool amenities that were assessed on the survey.

2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary



CONCLUSIONS AND RECOMMENDATIONS

When analyzing the facilities/amenities offered by the Billings Parks and Recreation Department, paved walking/jogging trails, natural open space, open turf, 2 multi-use community center courts, leisure activity pool, and a lazy river were the items for which the highest number of residents had a need. Focusing on these items would provide the greatest benefit for the largest number of residents within Billings.

Making certain Billings' availability of amenities encompasses the greatest number of households ensures funding is appropriately allocated to give the community the greatest benefit possible. In order to ensure that Billings continues to meet the needs and expectations of the community, ETC Institute recommends that the City sustain and/or improve the performance in areas that were identified as "high priorities" by the Priority Investment Rating (PIR). The facilities/amenities with the highest PIR ratings are listed on the following page.

2023 City of Billings Parks and Recreation Needs Assessment – Executive Summary

Facility/Amenity Priorities

- Open turf (PIR=190)
- Amphitheater (PIR=187)
- Paved walking/jogging looped trails (PIR=165)
- Outdoor pool facility (PIR=146)
- Natural open space (PIR=141)
- Food truck court (PIR=132)
- 10-15 acres of open turf (PIR=132)
- Destination playground (PIR=124)
- 5-10 acres of open turf (PIR=110)

Community Center Amenity Priorities

- 2 multi-use courts (PIR=199)
- Multi-use meeting room (PIR=181)
- Community center building (PIR=160)
- Prep kitchen (PIR=129)
- 1 multi-use court (PIR=113)
- Birthday party room (PIR=109)

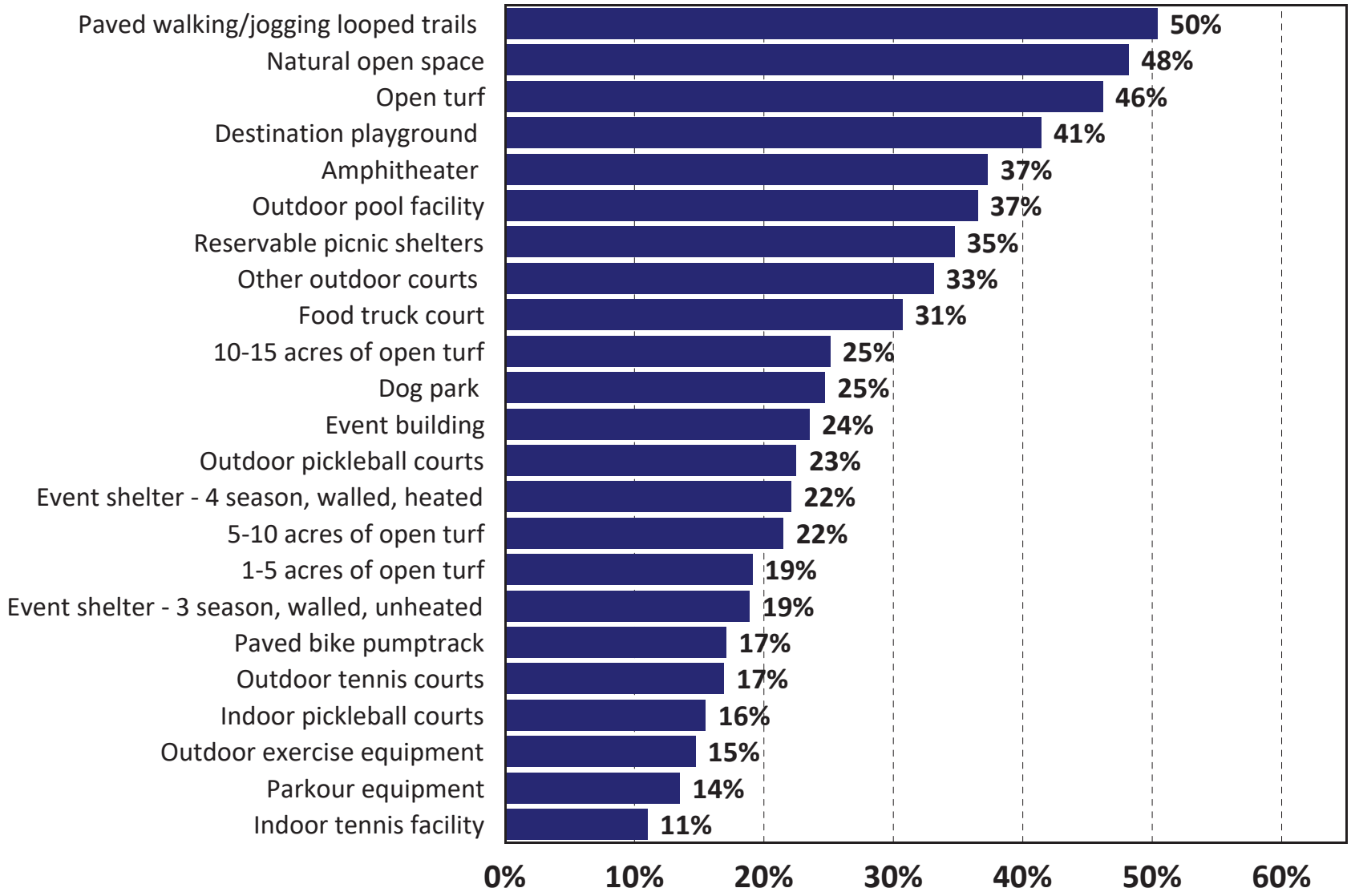
Outdoor Pool Amenity Priorities

- Leisure activity pool (PIR=184)
- Lazy river (PIR=182)
- Water playground (PIR=124)
- Lap lanes (PIR=120)

1 Charts and Graphs

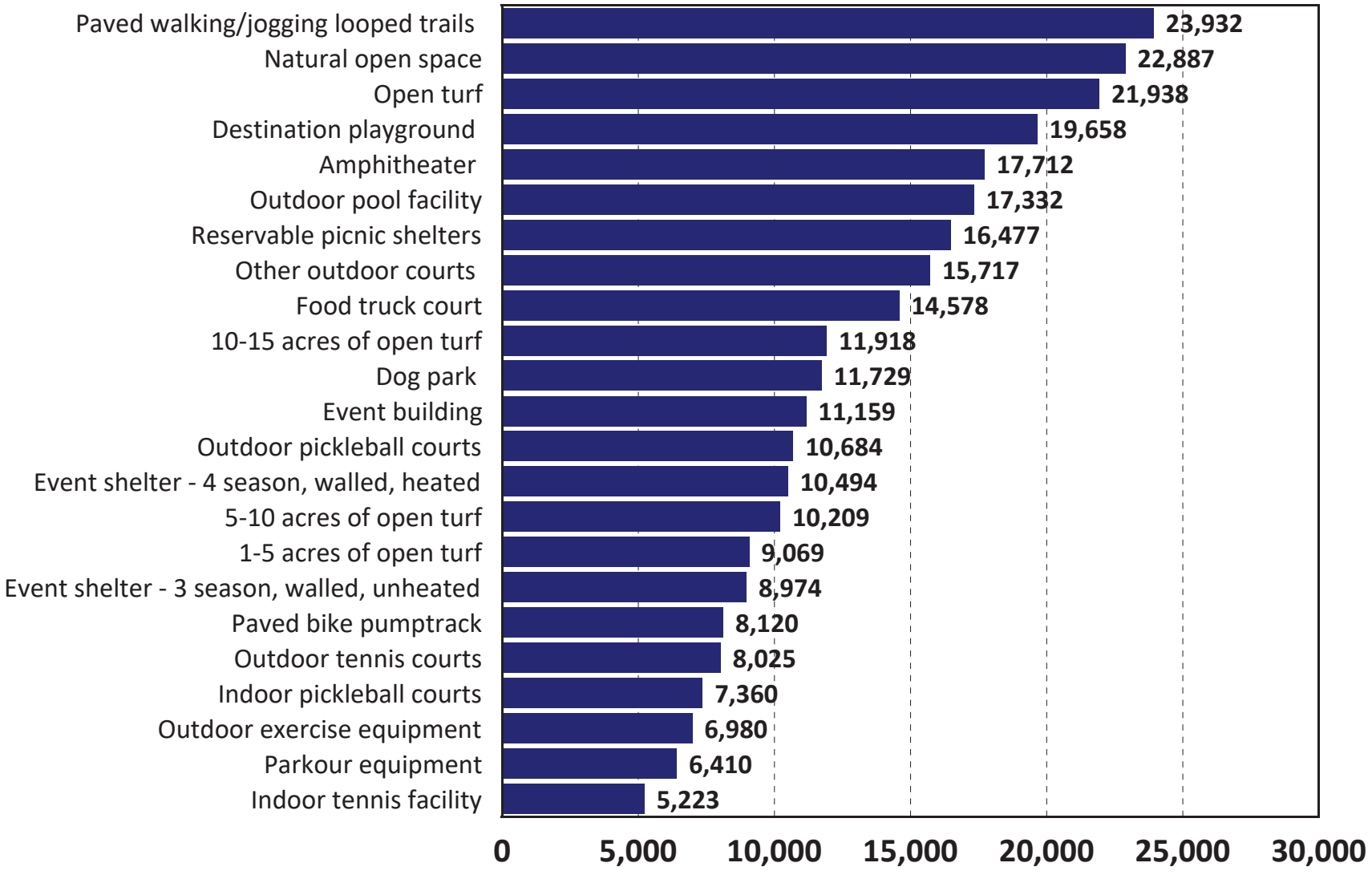
Q1[1]. Households That Have a Need for the Following Facilities/Amenities

by percentage of respondents (multiple selections could be made)



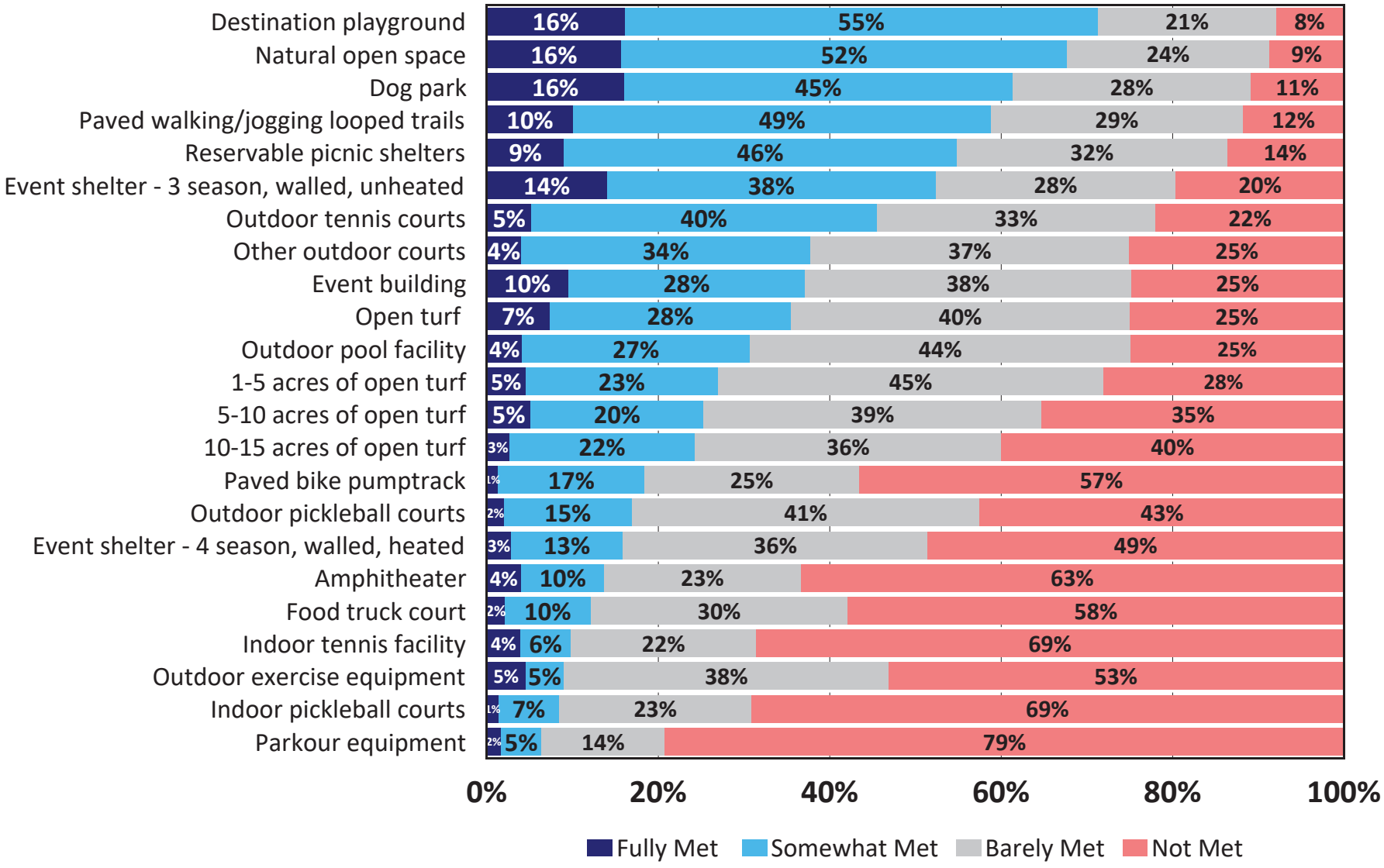
Q1[1]. Estimated Number of Households That Have a Need for Facilities/Amenities

by number of households based on 47,484 households in Billings



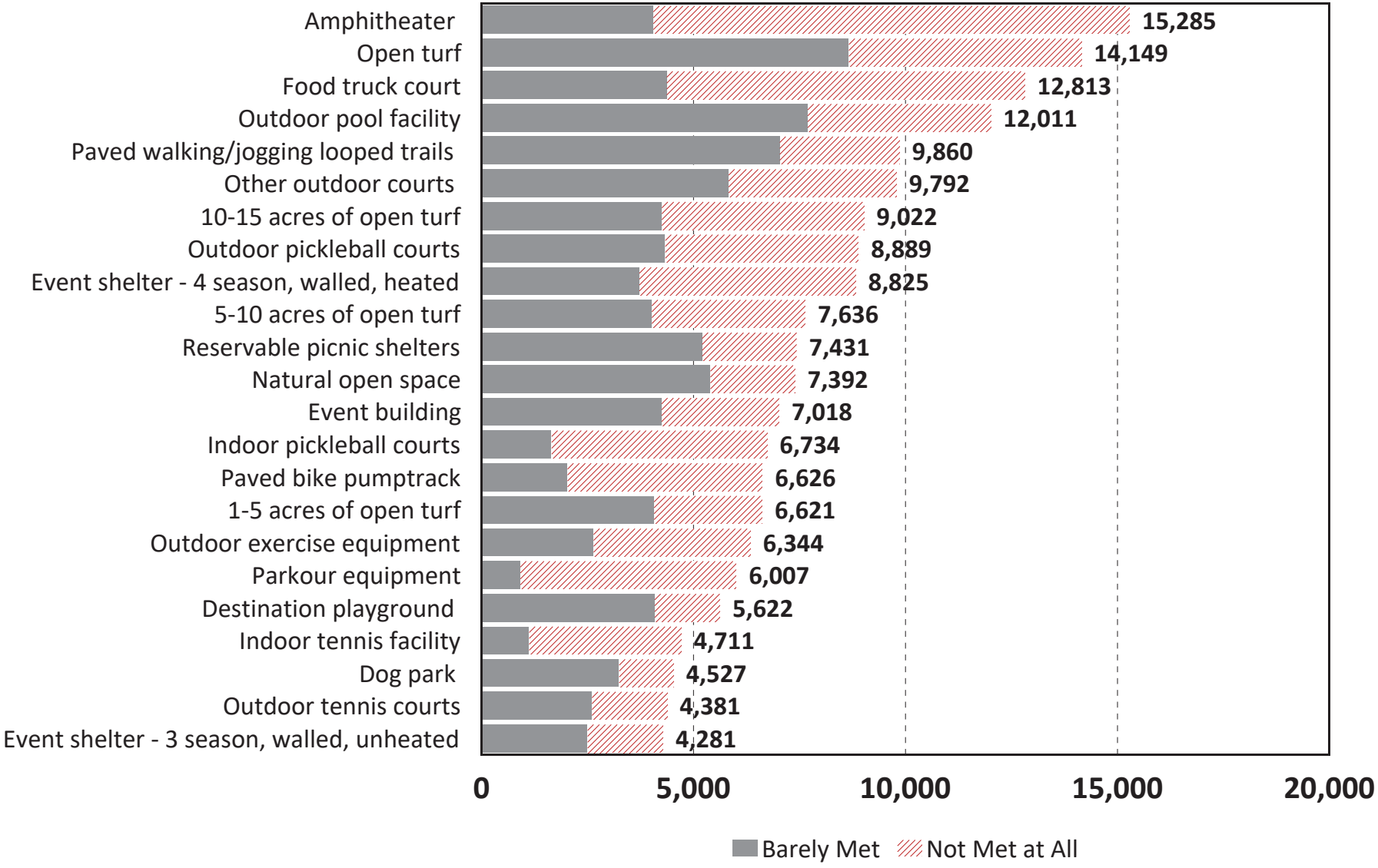
Q1[2]. How Well Facilities/Amenities in Billings Meet the Needs of Households

by percentage of households that have a need for facilities/amenities



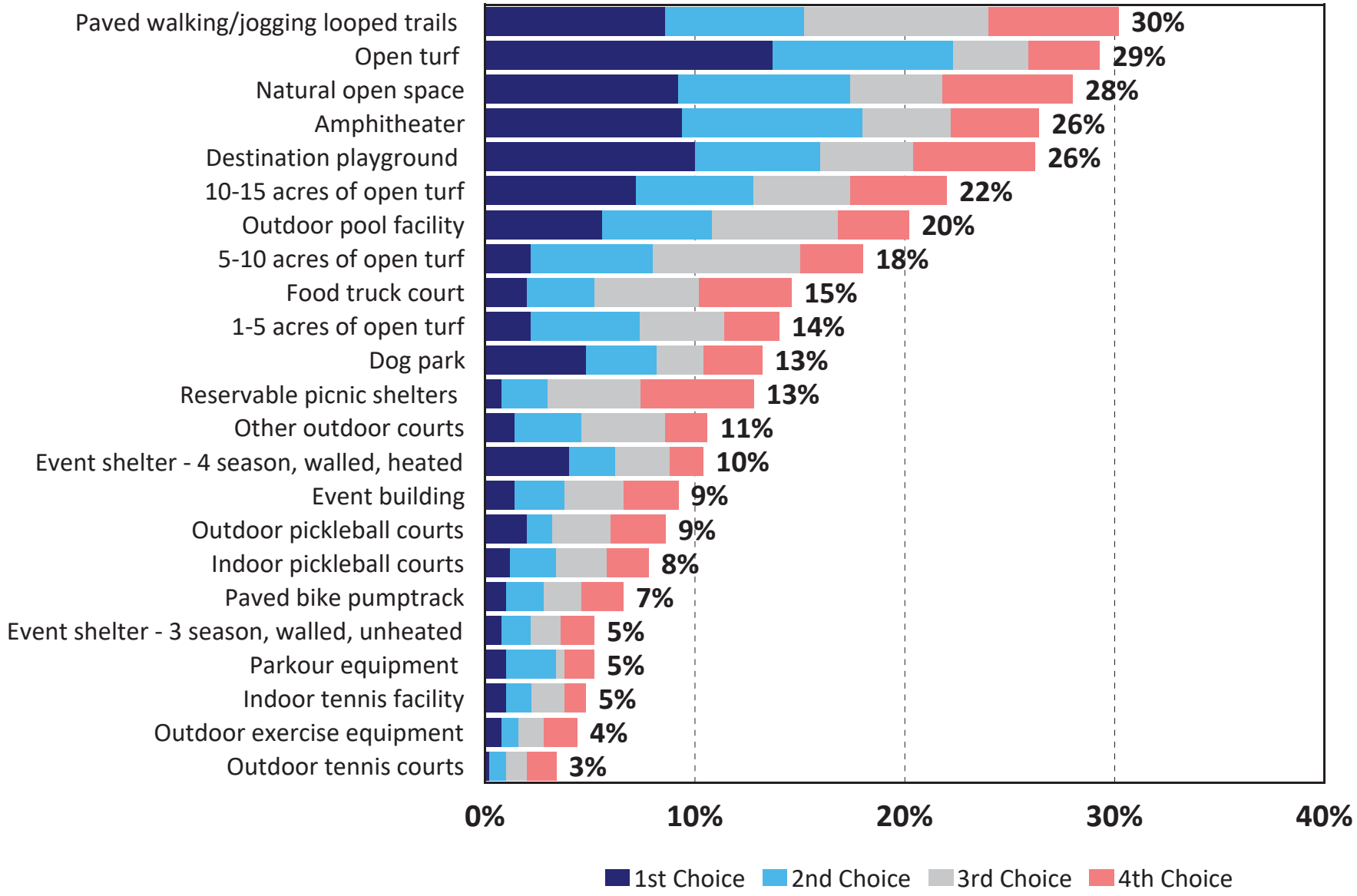
Q1[3]. Estimated Number of Households in Billings Whose Needs for Facilities/Amenities Are Being Barely Met or Not Met at All

by number of households based on 47,484 households in Billings



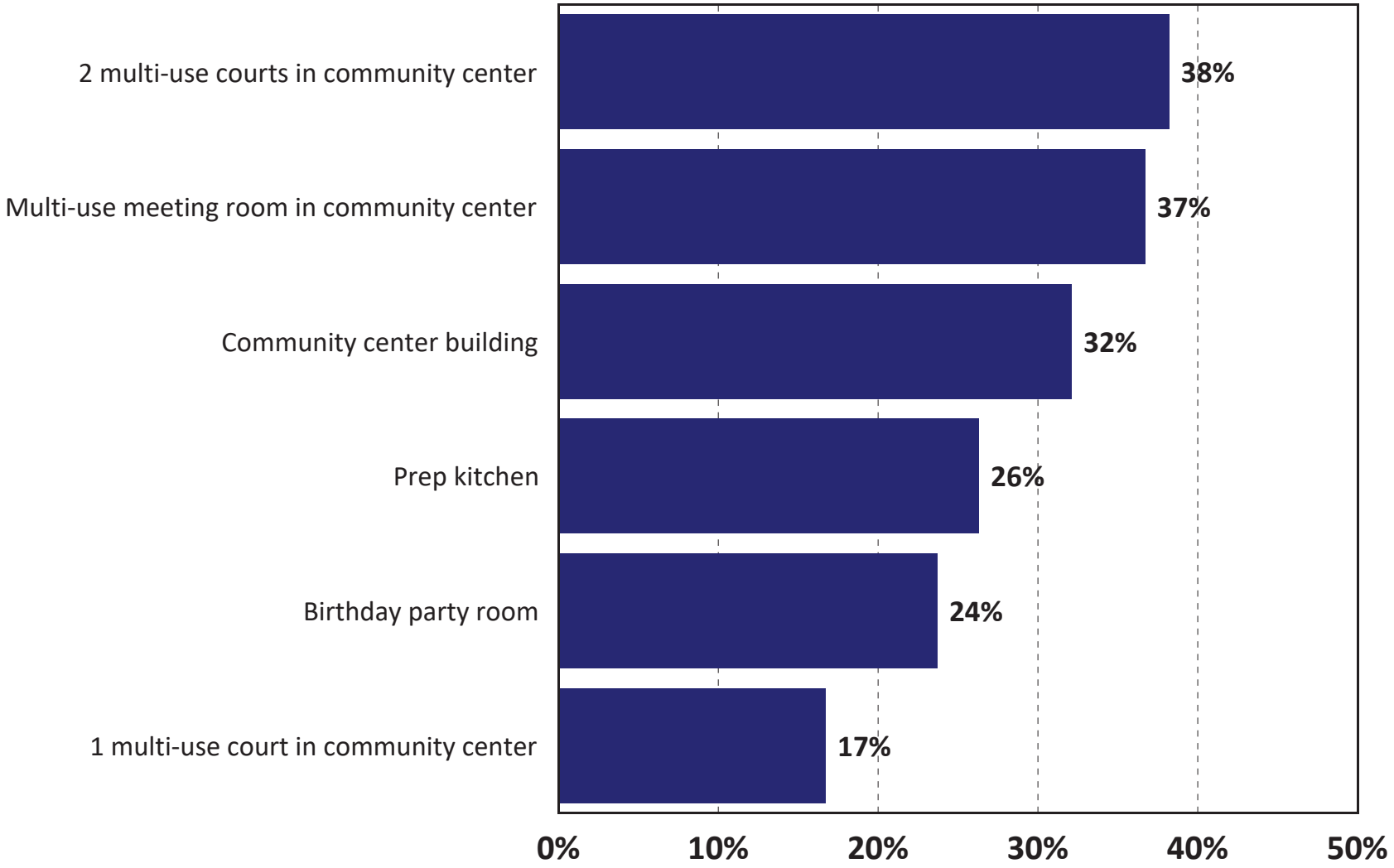
Q2. Facilties/Amenities That Are Most Important to Households

by percentage of respondents who selected the item as one of their top four choices



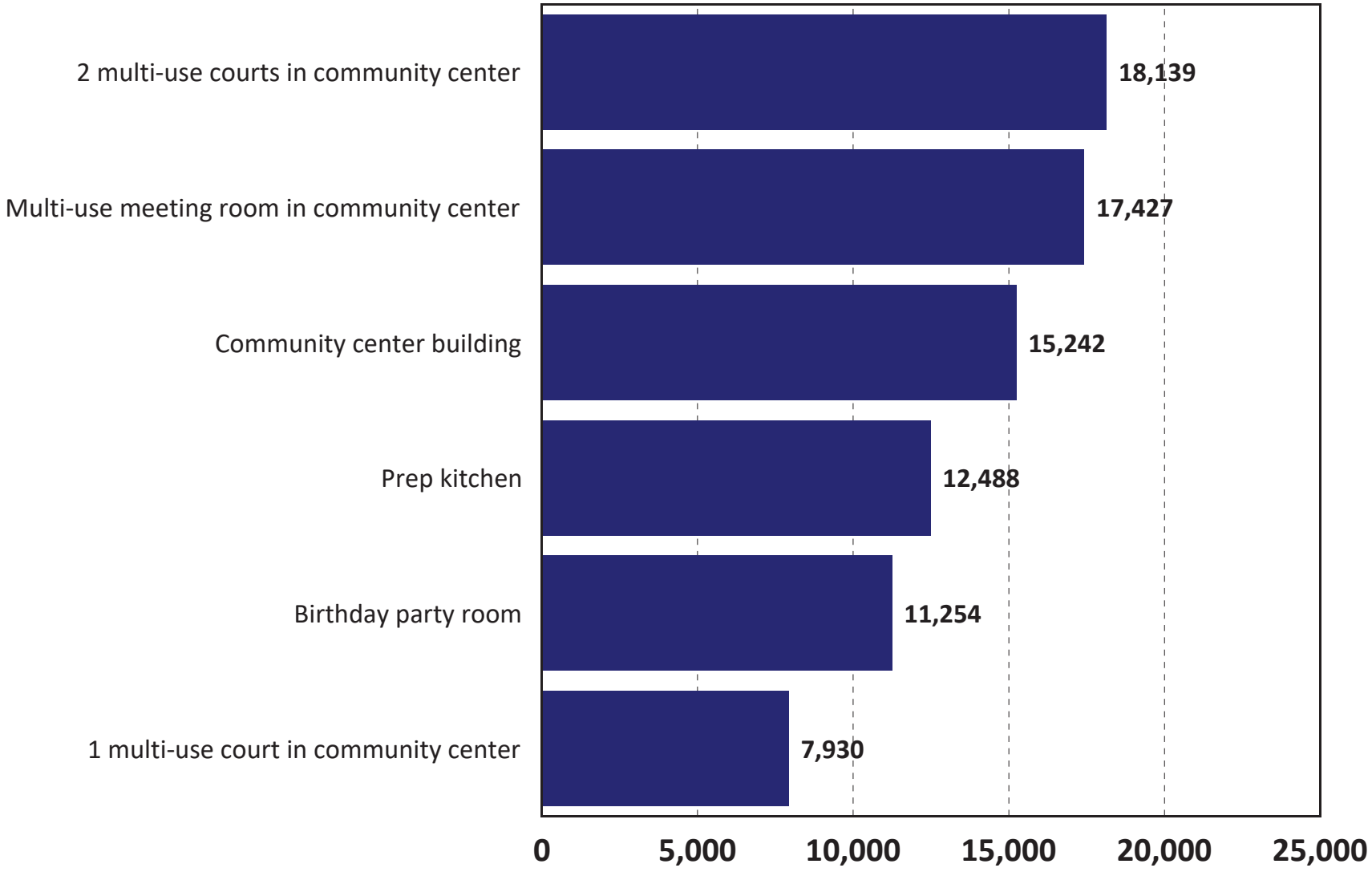
Q3[1]. Households That Have a Need for the Following Community Center Amenities

by percentage of respondents (multiple selections could be made)



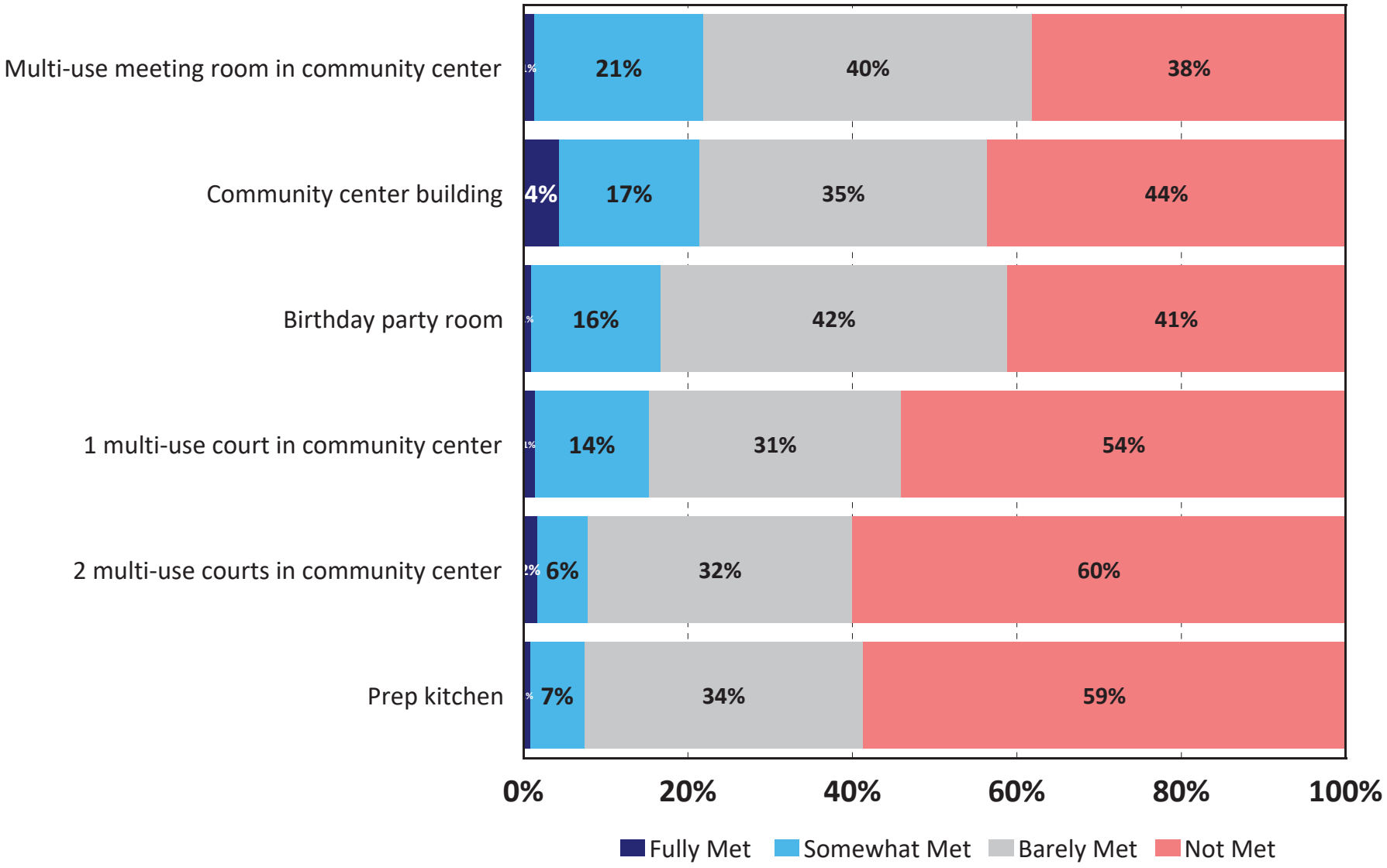
Q3[1]. Estimated Number of Households That Have a Need for Community Center Amenities

by number of households based on 47,484 households in Billings



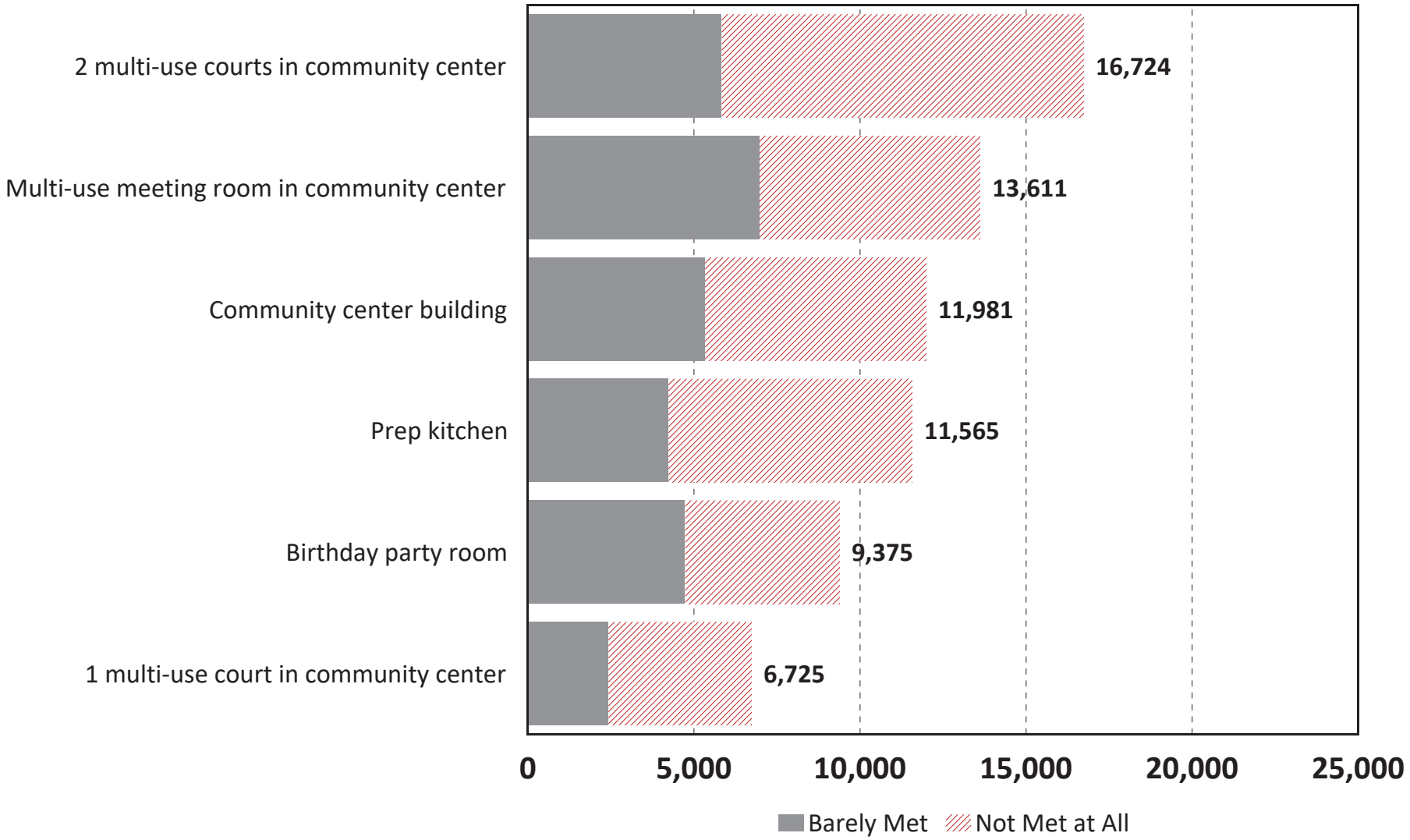
Q3[2]. How Well Community Center Amenities in Billings Meet the Needs of Households

by percentage of households that have a need for community center amenities



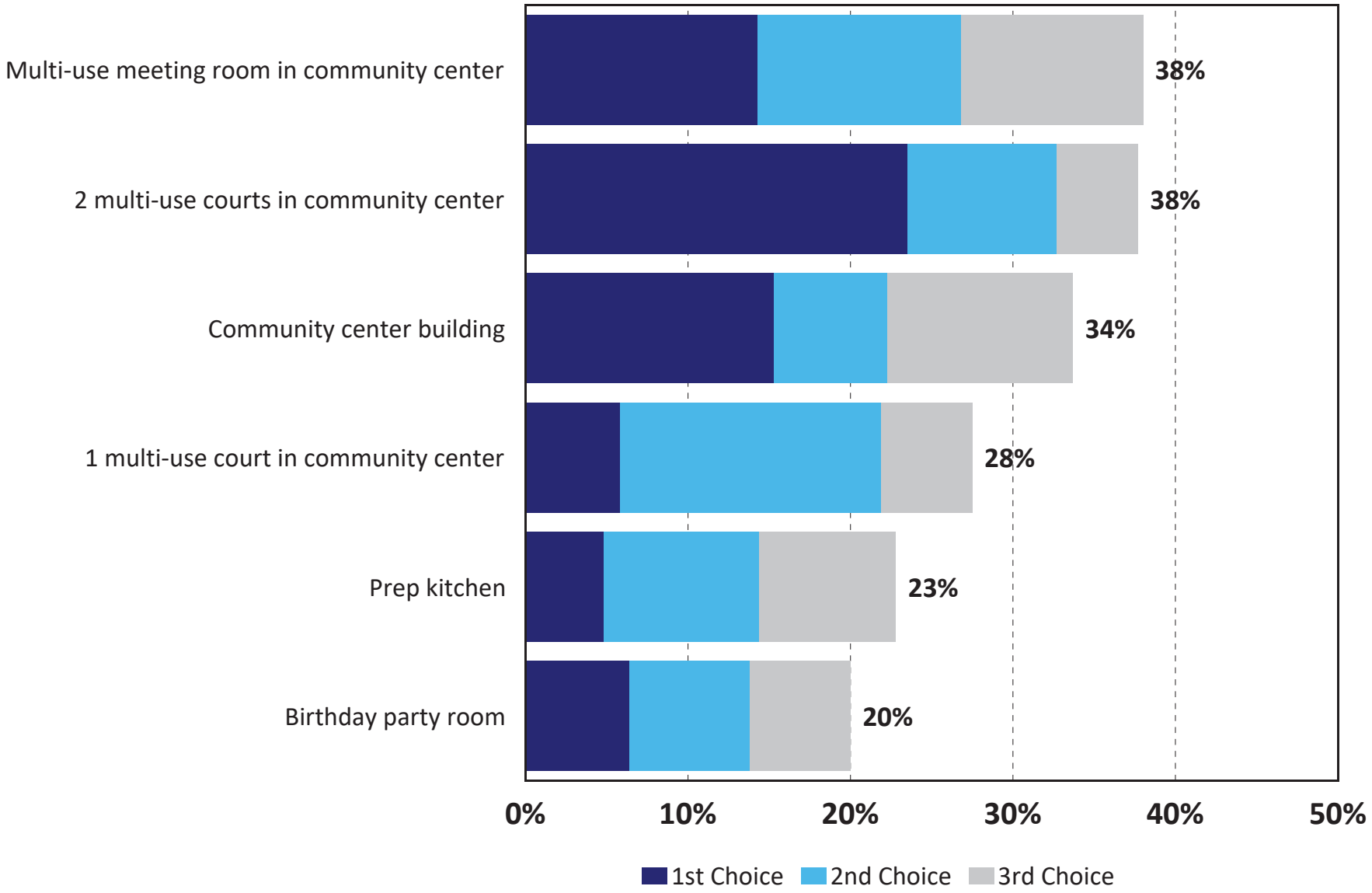
Q3[3]. Estimated Number of Households in Billings Whose Needs for Community Center Amenities Are Being Barely Met or Not Met at All

by number of households based on 47,484 households in Billings



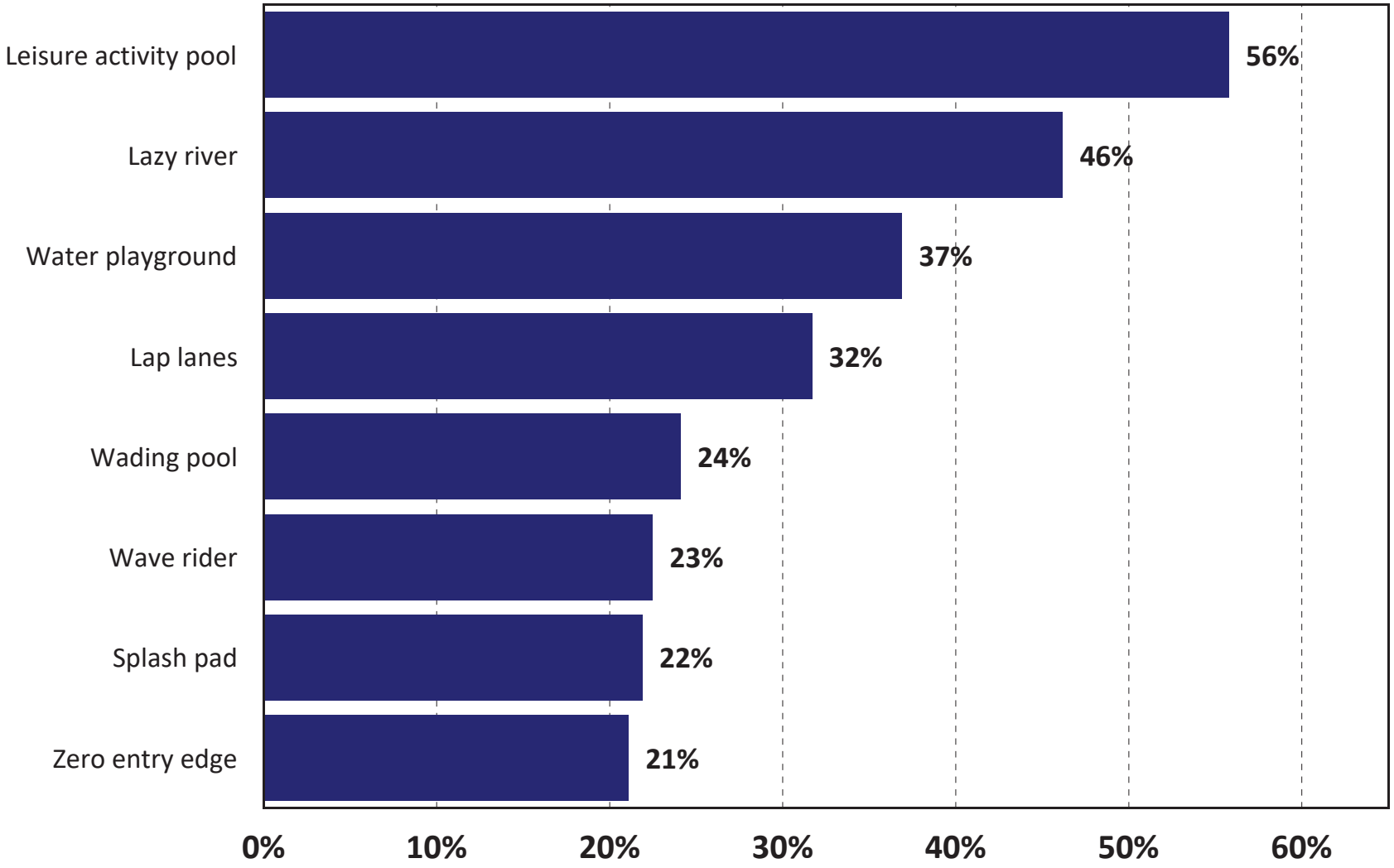
Q4. Community Center Amenities That Are Most Important to Households

by percentage of respondents who selected the item as one of their top three choices



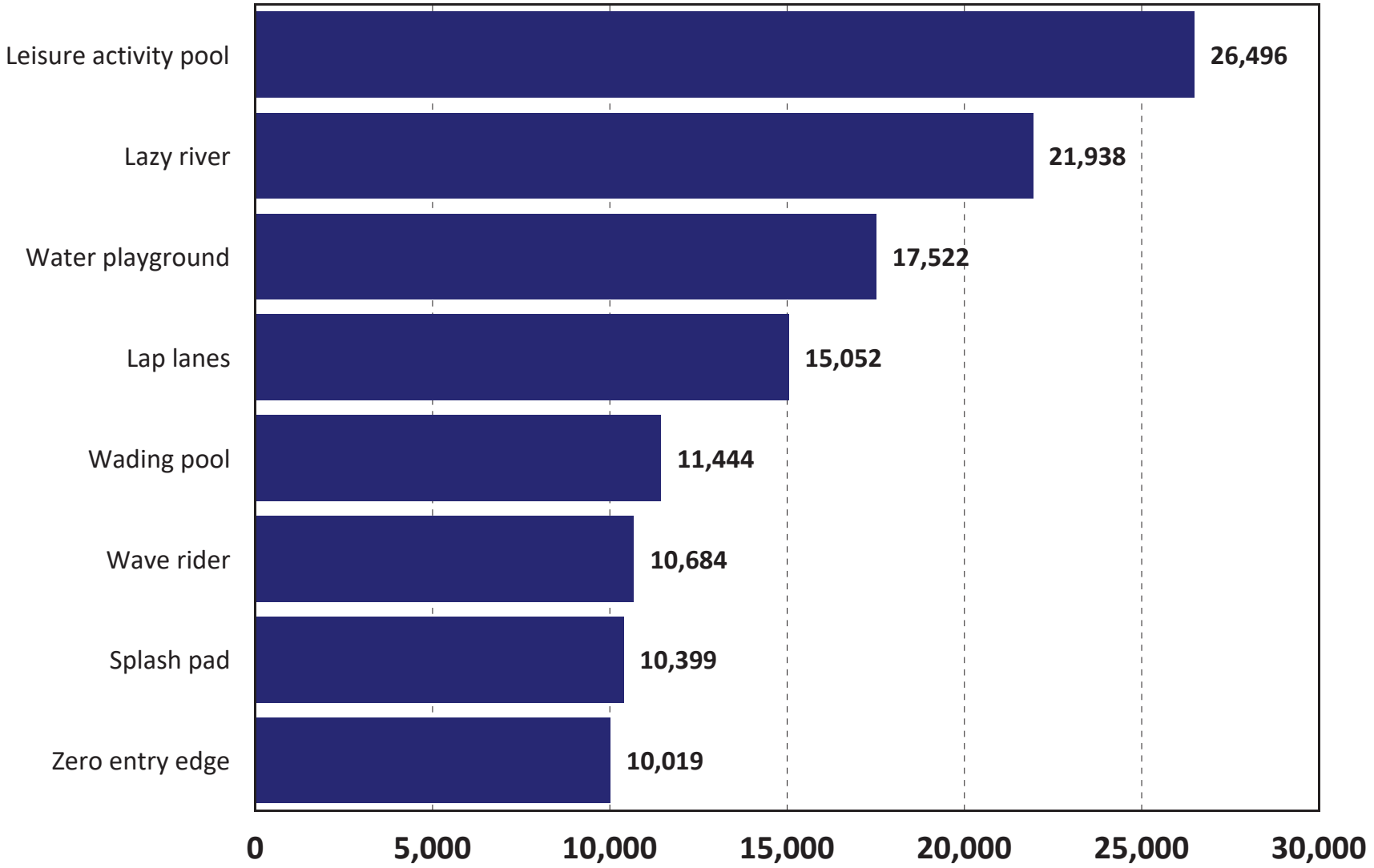
Q5[1]. Households That Have a Need for the Following Outdoor Pool Amenities

by percentage of respondents (multiple selections could be made)



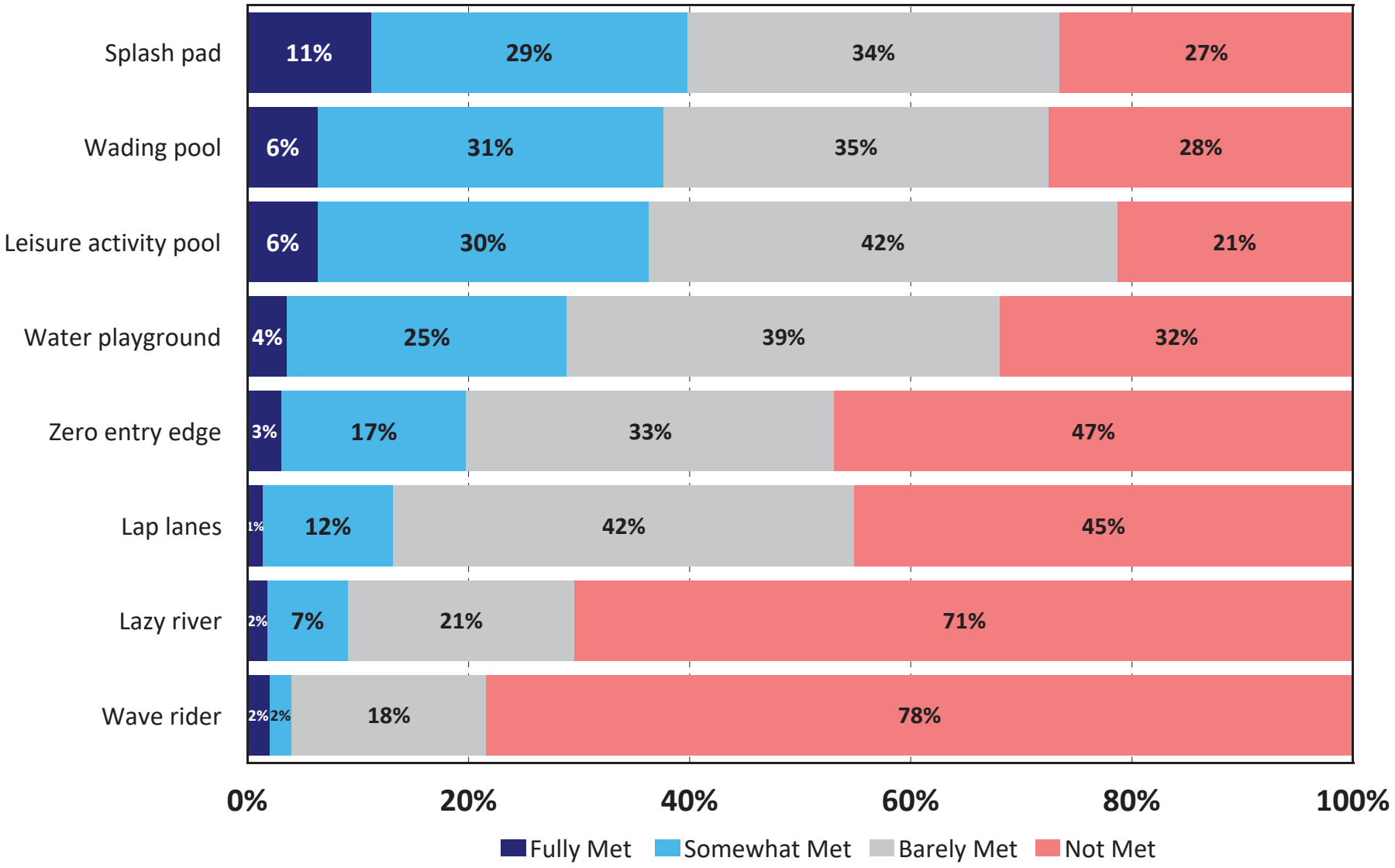
Q5[1]. Estimated Number of Households That Have a Need for Outdoor Pool Amenities

by number of households based on 47,484 households in Billings



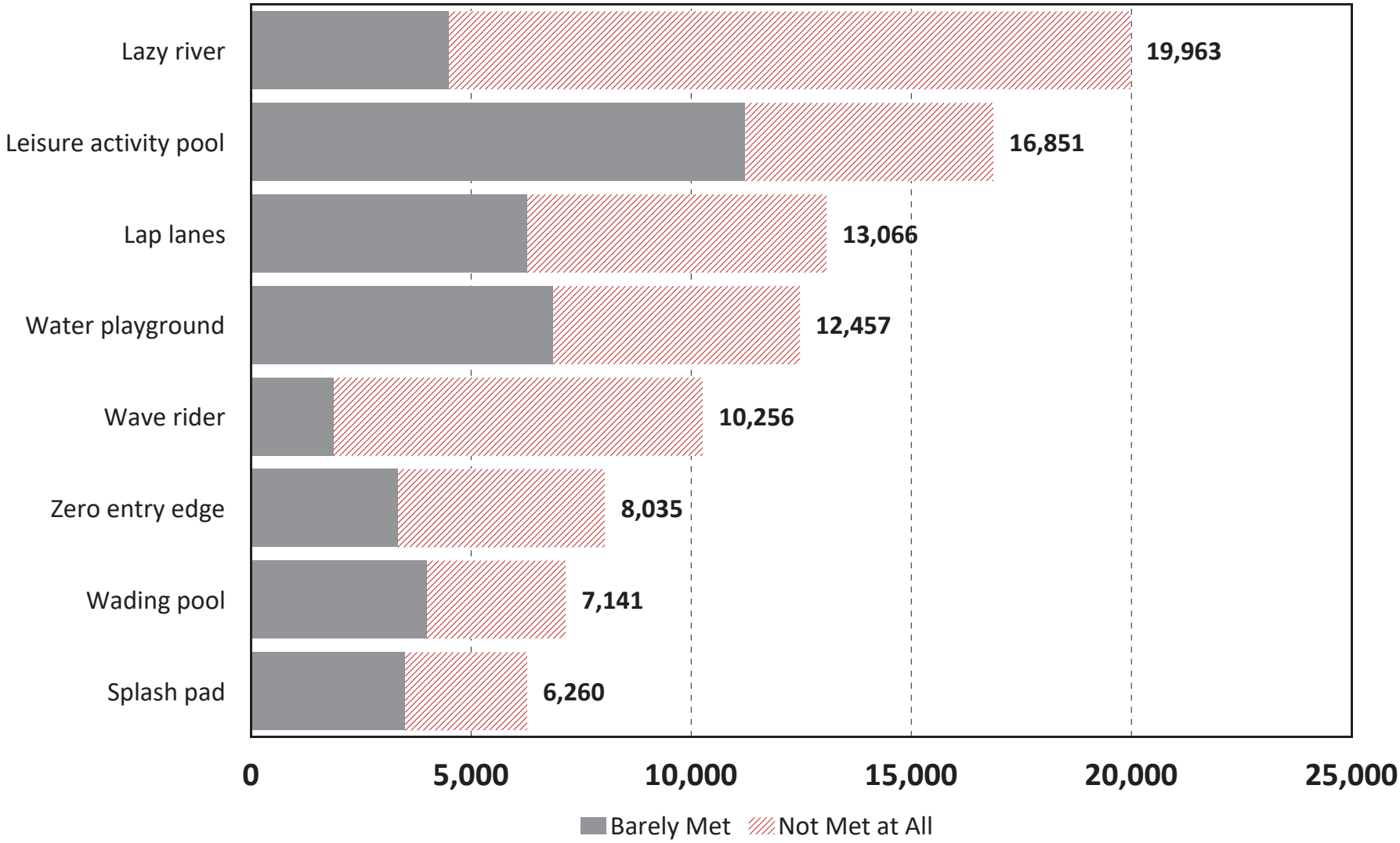
Q5[2]. How Well Outdoor Pool Amenities in Billings Meet the Needs of Households

by percentage of households that have a need for outdoor pool amenities



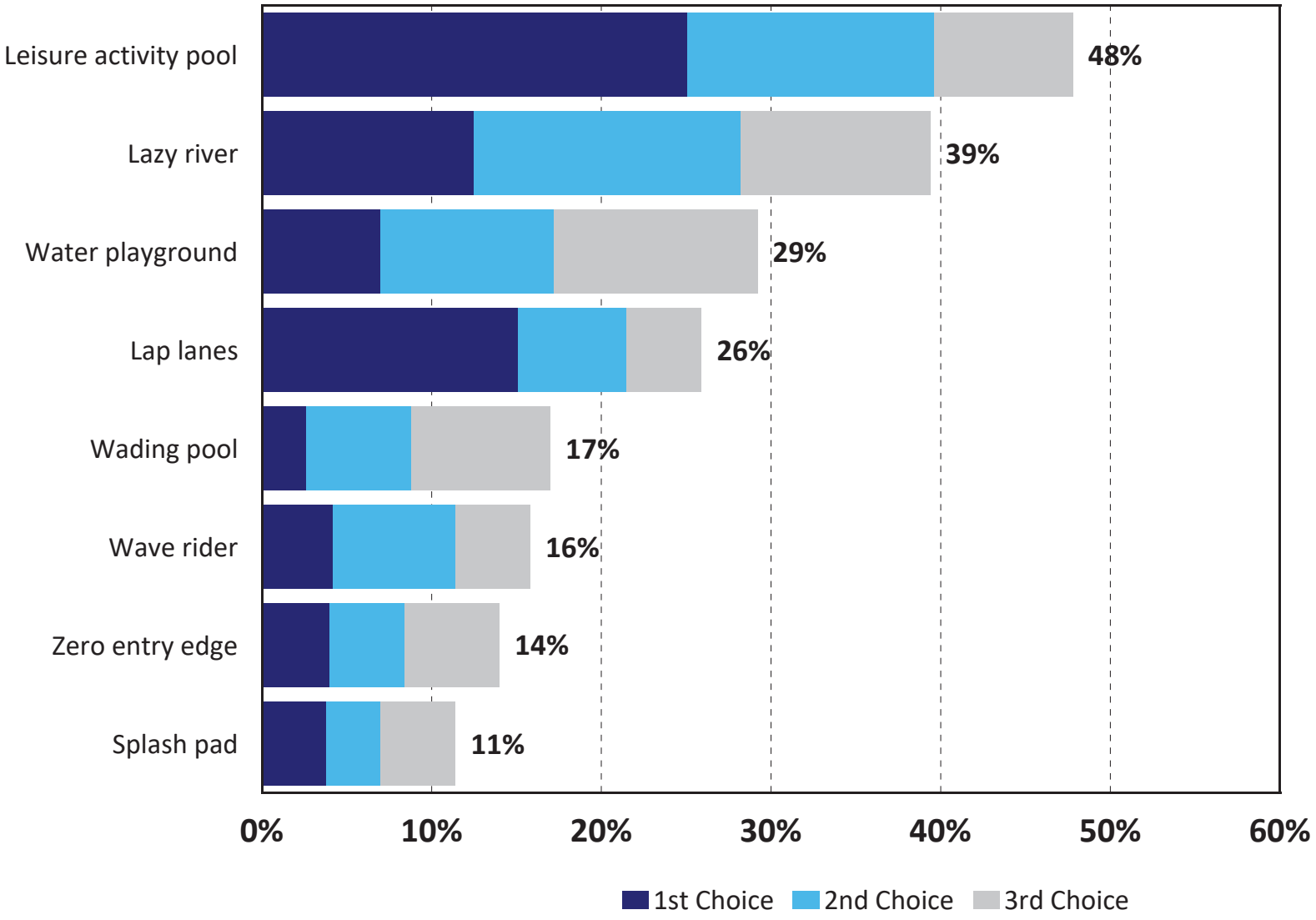
Q5[3]. Estimated Number of Households in Billings Whose Needs for Outdoor Pool Amenities Are Being Barely Met or Not Met at All

by number of households based on 47,484 households in Billings



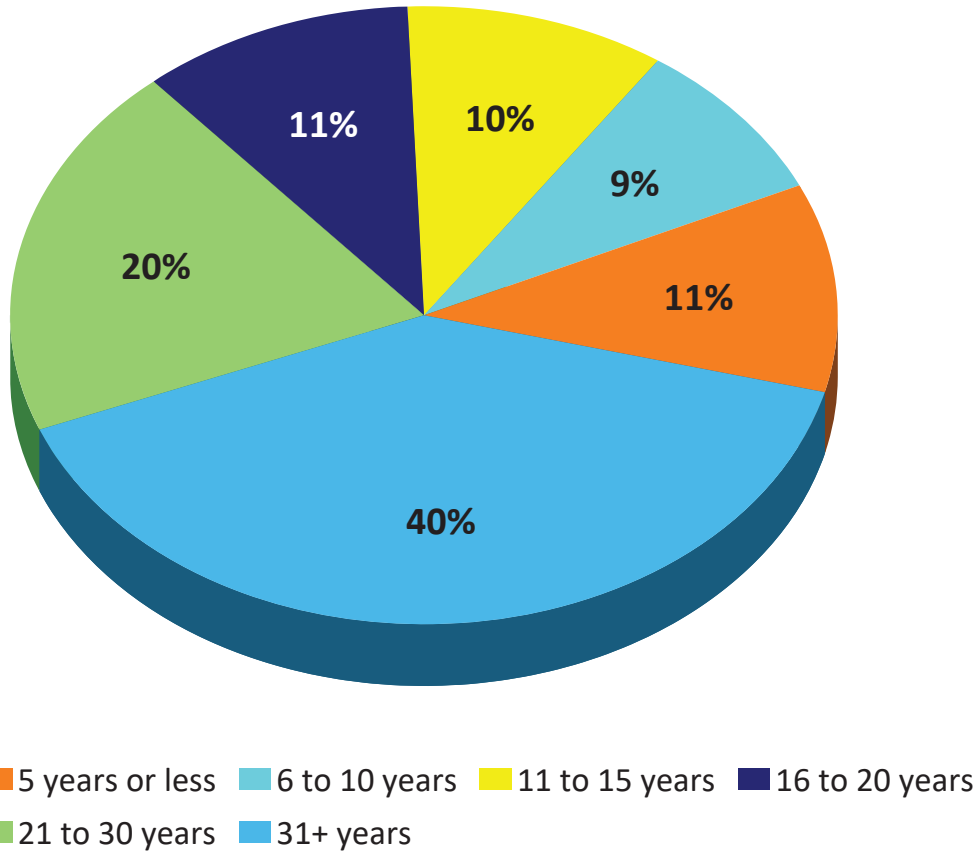
Q6. Outdoor Pool Amenities That Are Most Important to Households

by percentage of respondents who selected the item as one of their top three choices



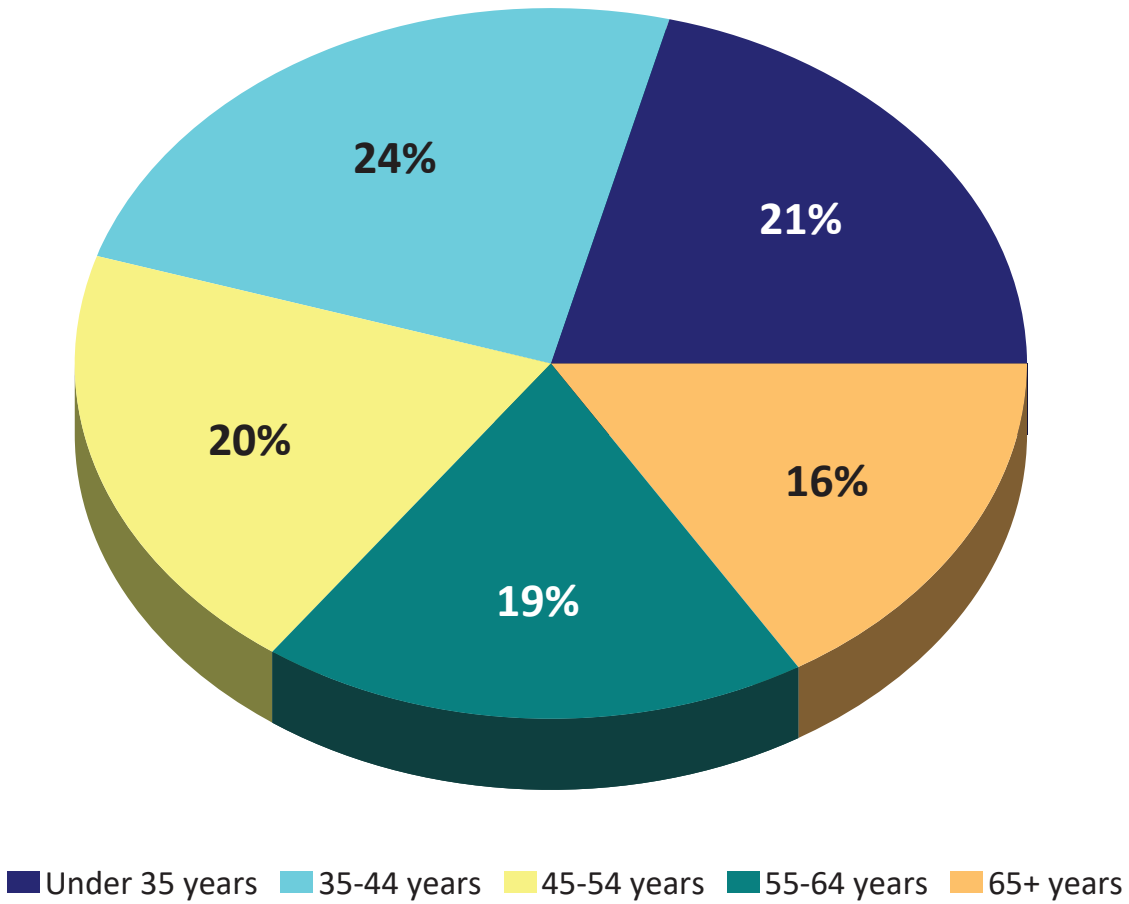
Q9. Demographics: Number of Years Lived in the City of Billings

by percentage of respondents (excluding "not provided")



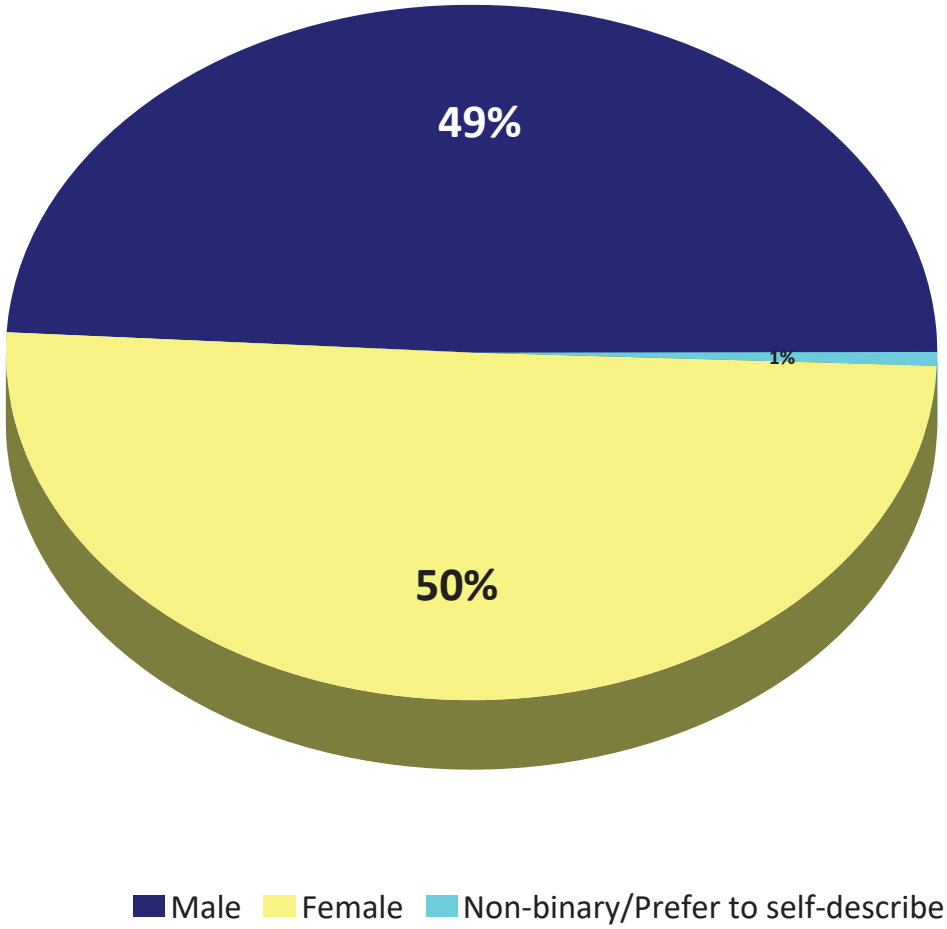
Q10. Demographics: Age of Respondent

by percentage of respondents (excluding “not provided”)



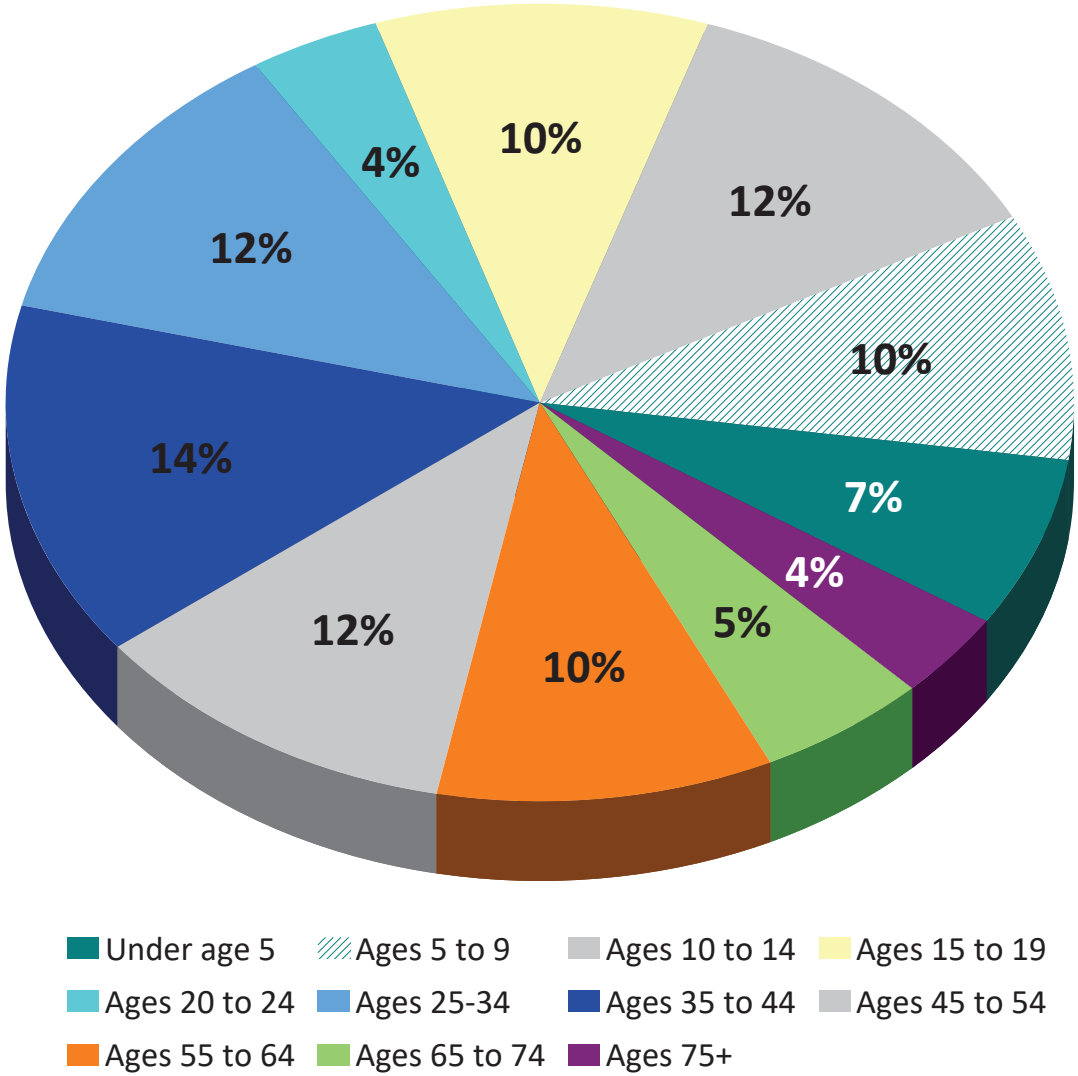
Q11. Demographics: Gender

by percentage of respondents (excluding “not provided”)



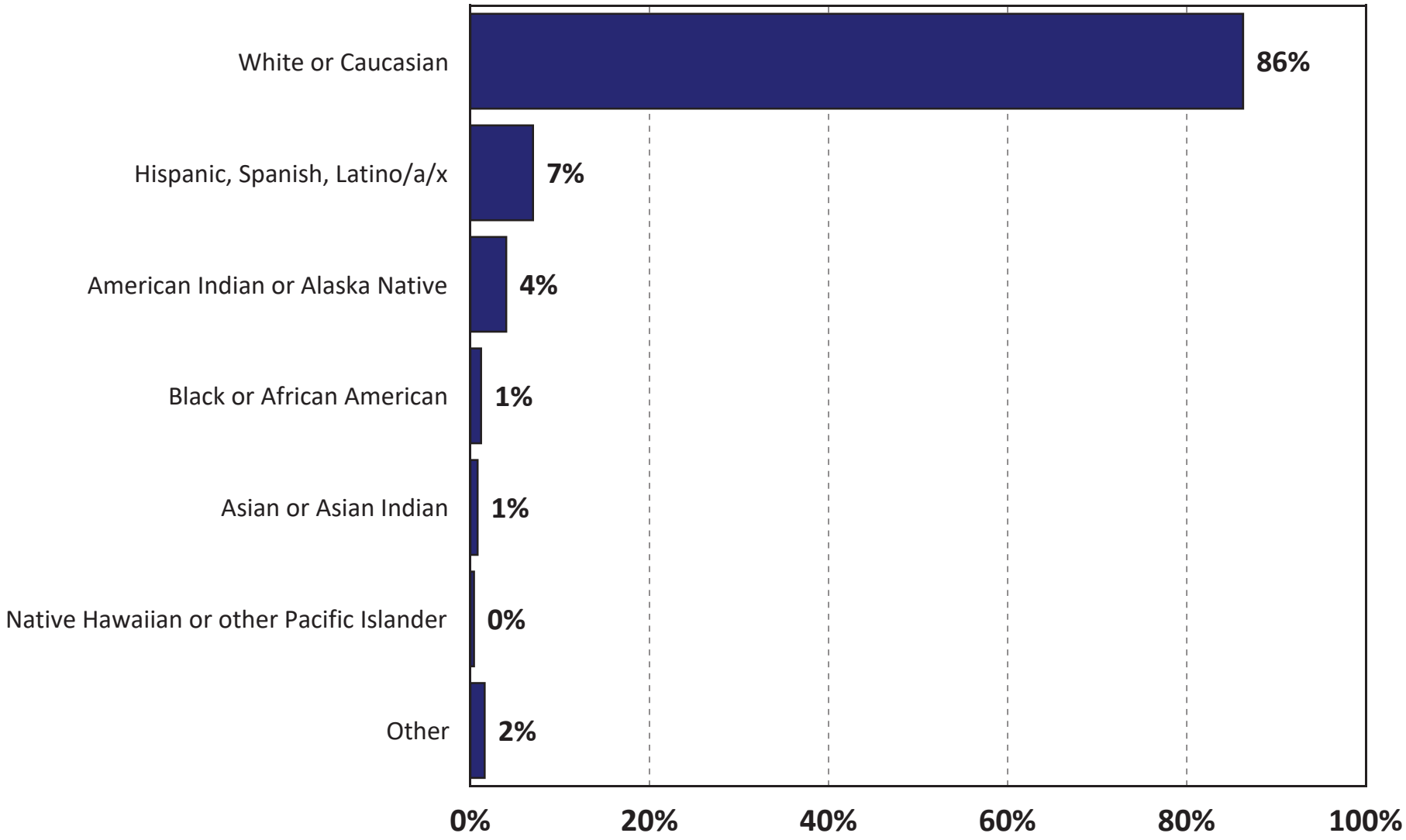
Q12. Demographics: Ages of Household Members

by percentage of persons in the household



Q13. Demographics: Race

by percentage of respondents (multiple selections could be made)



2 Priority Investment Rating

Priority Investment Rating (PIR)

Overview

The Priority Investment Rating (PIR) was developed by ETC Institute to provide governments with an objective tool for evaluating the priority that should be placed on parks and recreation investments. The Priority Investment Rating was developed by ETC Institute to identify the facilities/amenities residents think should receive the highest priority for investment. The Priority Investment Rating reflects the importance residents place on items (sum of top 4 choices) and the unmet needs (needs that are only being partly met or not met) for each amenity relative to the amenity that rated the highest overall. Since decisions related to future investments should consider both the level of unmet need and the importance of facilities/amenities, the PIR weights each of these components equally.

The PIR reflects the sum of the Unmet Needs Rating and the Importance Rating as shown in the equation below:

PIR = UNR + IR

For example, suppose the Unmet Needs Rating for playgrounds is 26.5 (out of 100) and the Importance Rating for playgrounds is 52 (out of 100), the Priority Investment Rating for playgrounds would be 78.5 (out of 200).

How to Analyze the Charts:

- High Priority Areas are those with a PIR of at least 100. A rating of 100 or above generally indicates there is a relatively high level of unmet need and residents generally think it is important to fund improvements in these areas. Improvements in this area are likely to have a positive impact on the greatest number of households.

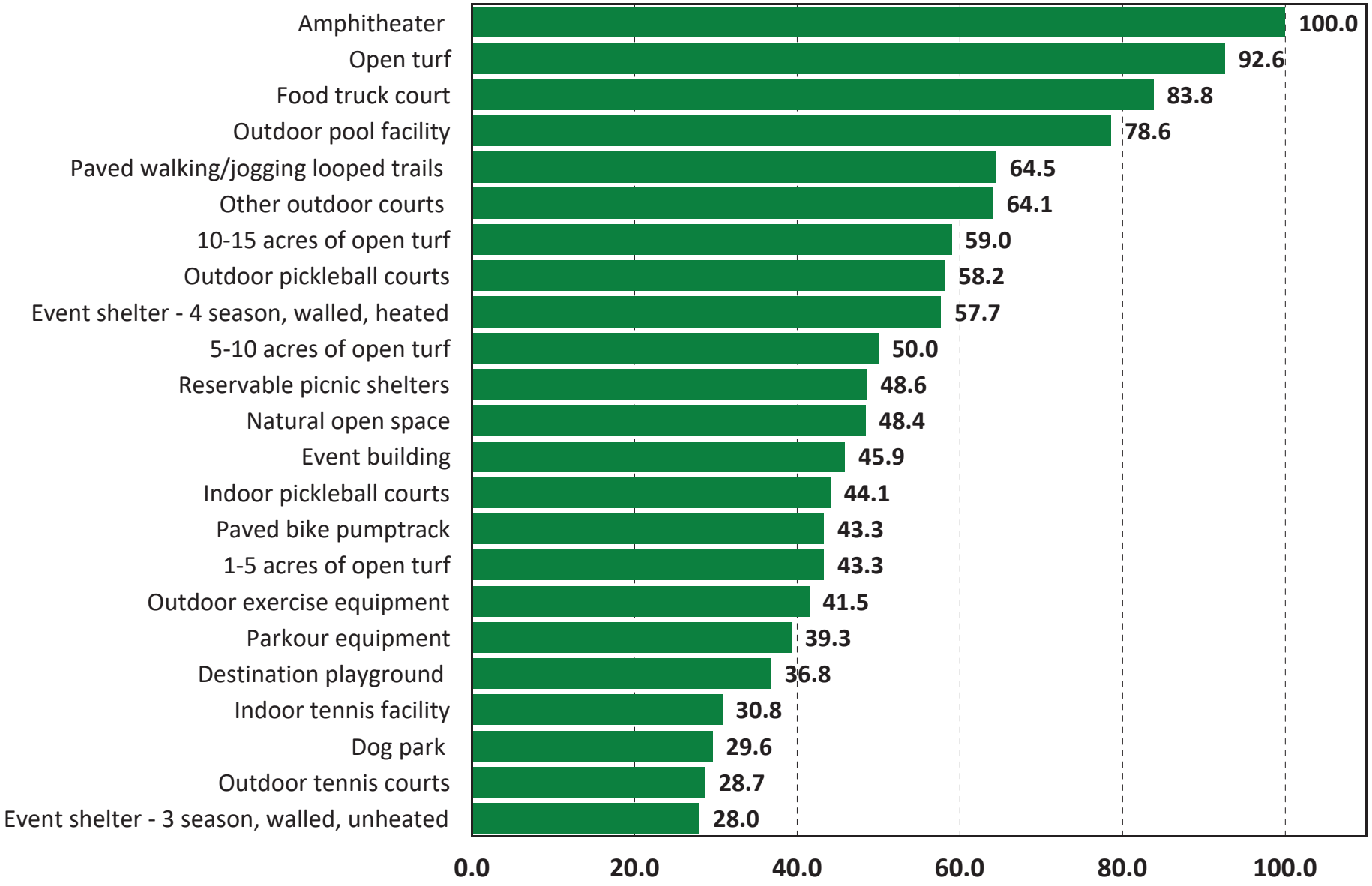
- Medium Priority Areas are those with a PIR of 50-99. A rating in this range generally indicates there is a medium to high level of unmet need or a significant percentage of residents generally think it is important to fund improvements in these areas.

- Low Priority Areas are those with a PIR below 50. A rating in this range generally indicates there is a relatively low level of unmet need and residents do not think it is important to fund improvements in these areas. Improvements may be warranted if the needs of very specialized populations are being targeted.

The following pages show the Unmet Needs Rating, Importance Rating, and Priority Investment Rating for facilities/amenities.

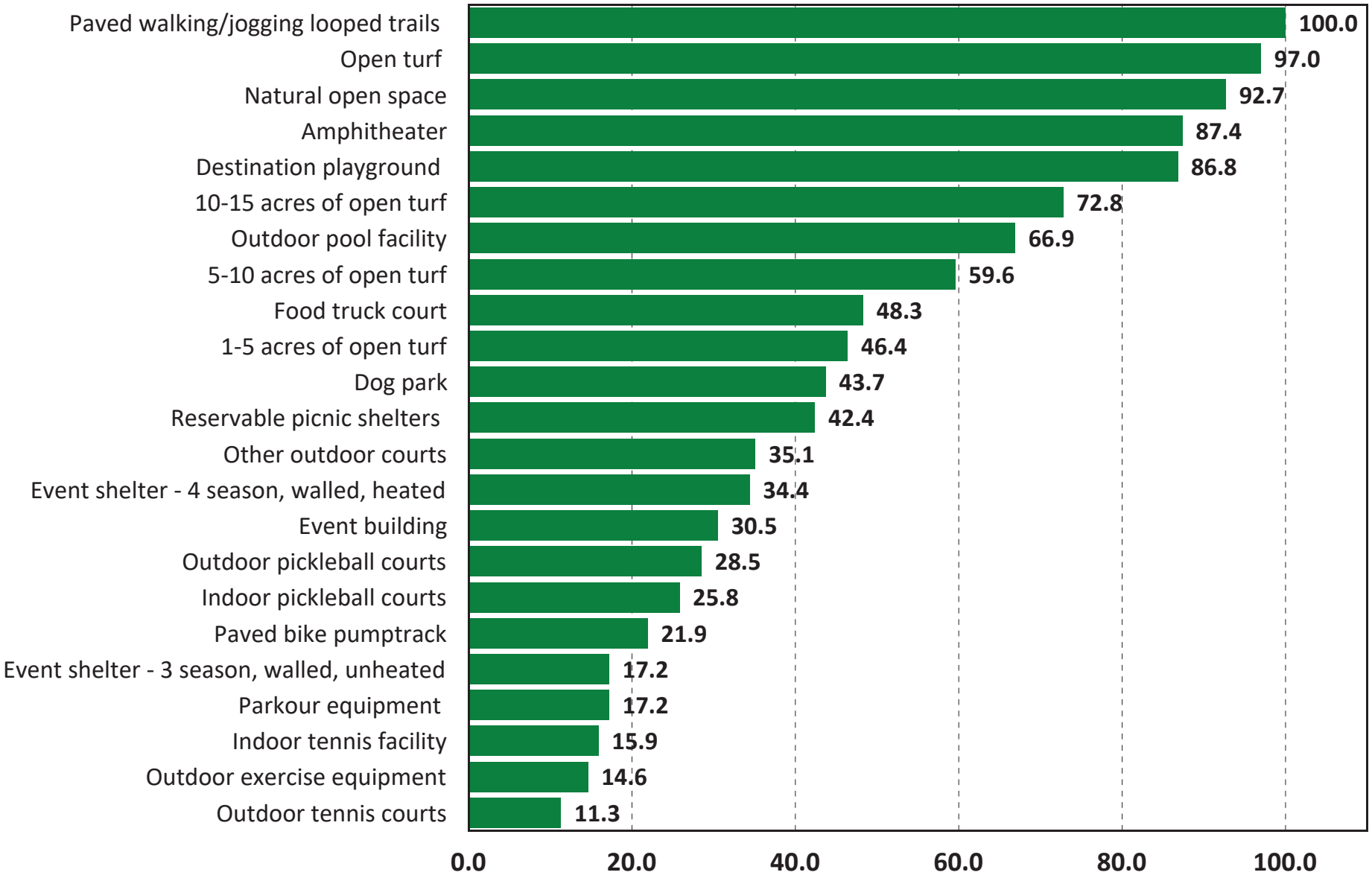
Unmet Needs Rating for Facilities/Amenities

the rating for the item with the most unmet need=100
the rating of all other items reflects the relative amount of unmet need for each item compared to the item with the most unmet need

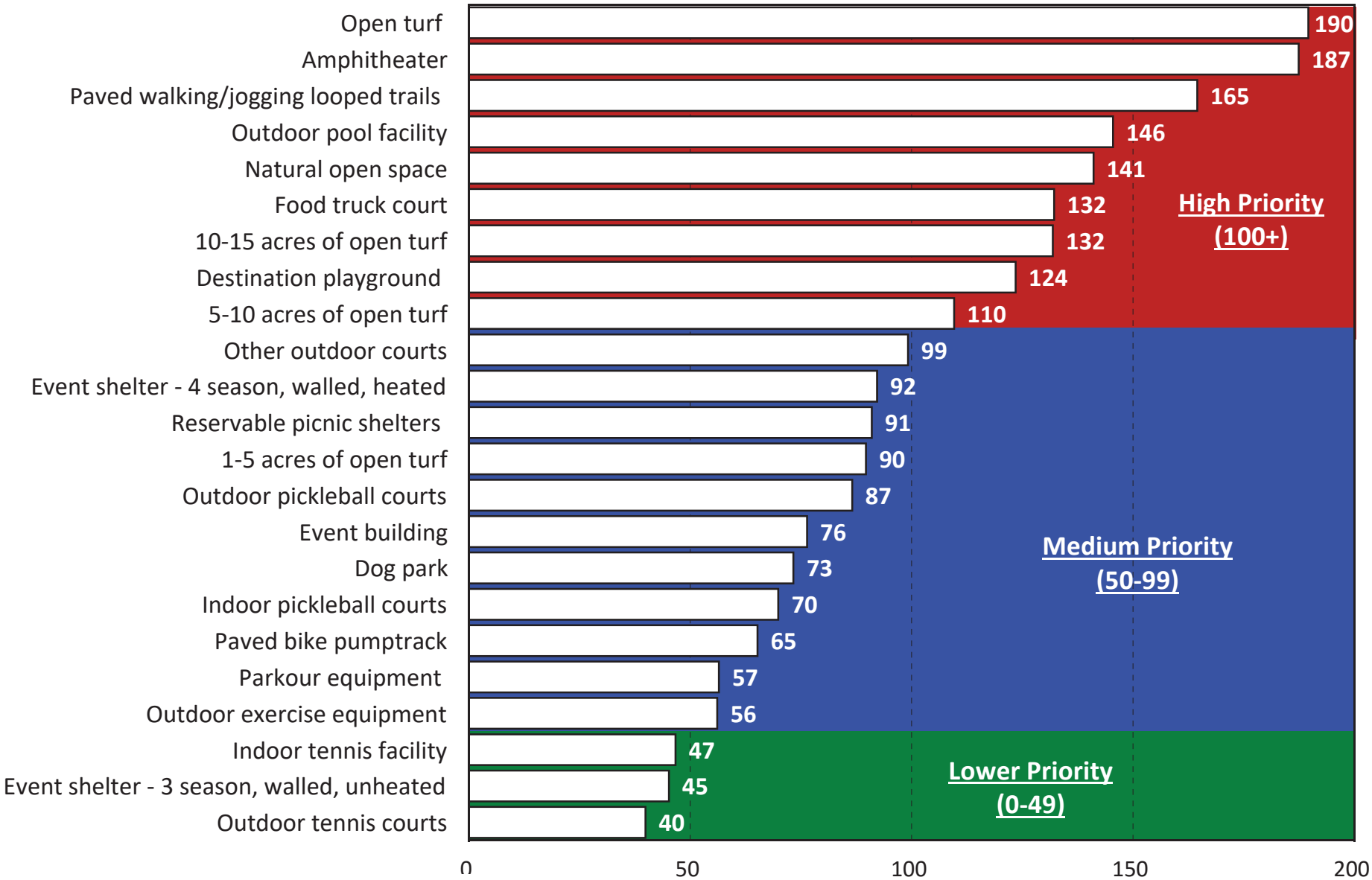


Importance Rating for Facilities/Amenities

the rating for the item rated as the most important=100
the rating of all other items reflects the relative level of importance for each item compared to the item rated as the most important

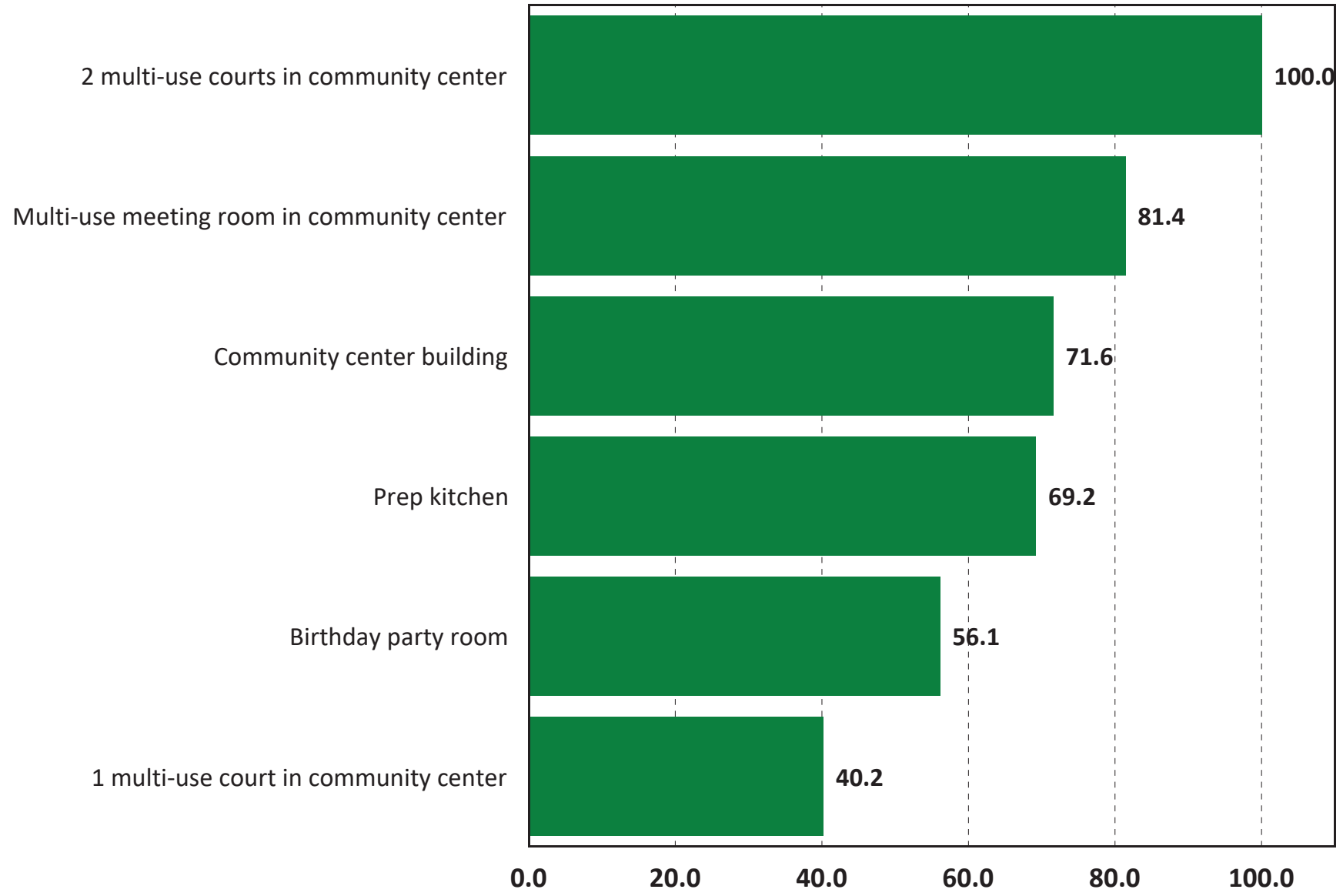


Top Priorities for Investment for Facilities/Amenities Based on the Priority Investment Rating



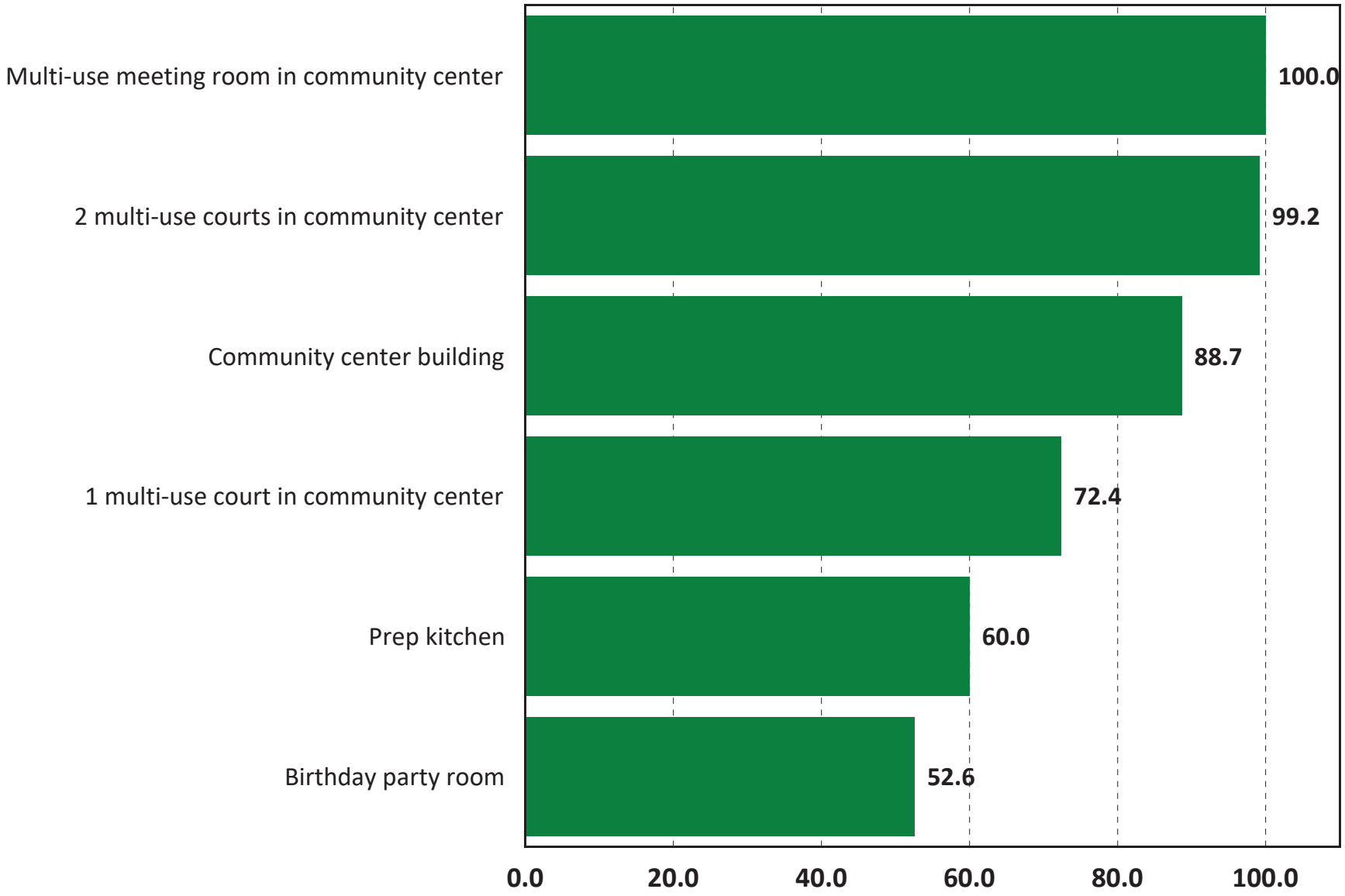
Unmet Needs Rating for Community Center Amenities

the rating for the item with the most unmet need=100
the rating of all other items reflects the relative amount of unmet need for each item compared to the item with the most unmet need

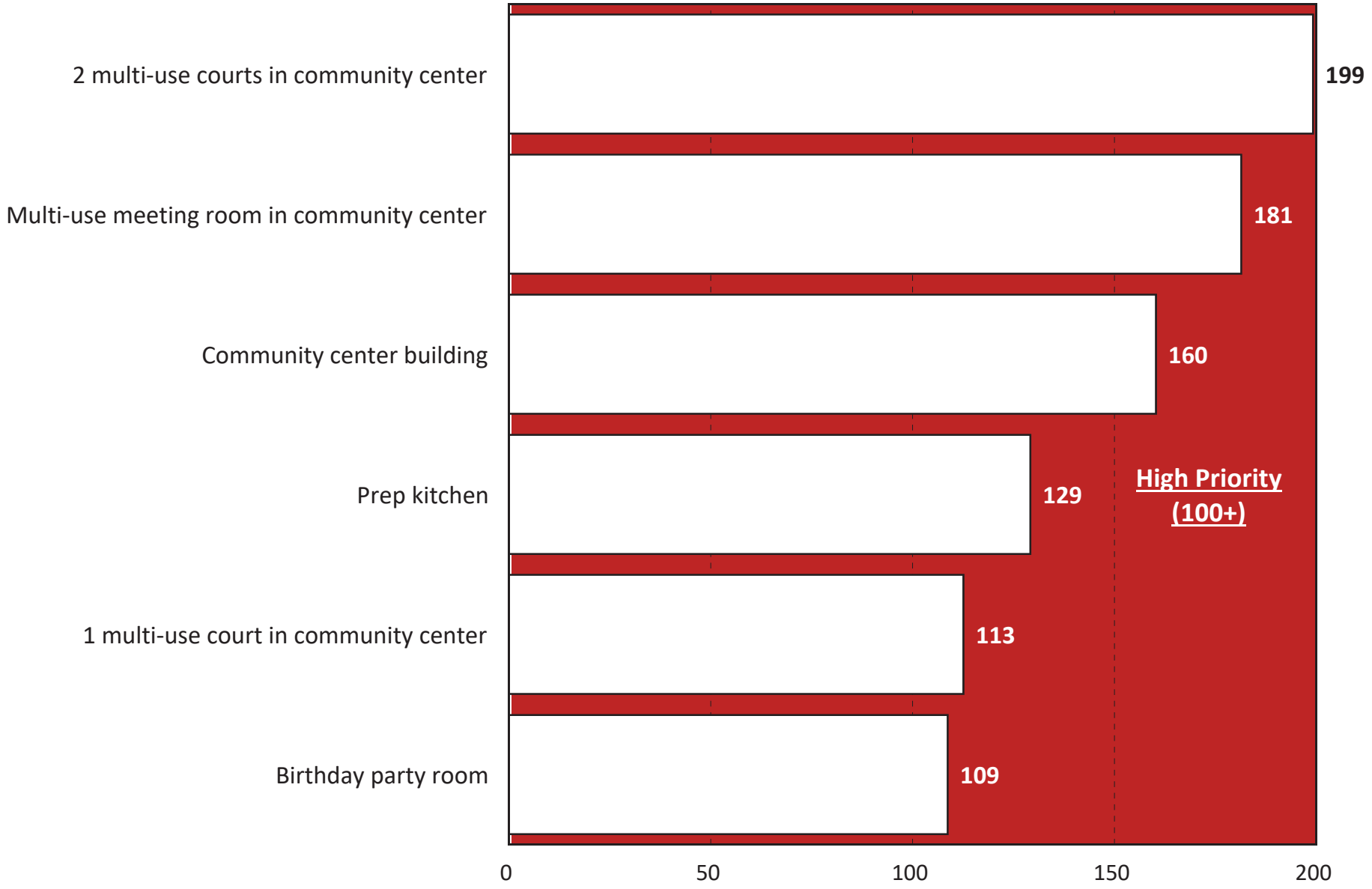


Importance Rating for Community Center Amenities

the rating for the item rated as the most important=100
the rating of all other items reflects the relative level of importance for each item compared to the item rated as the most important

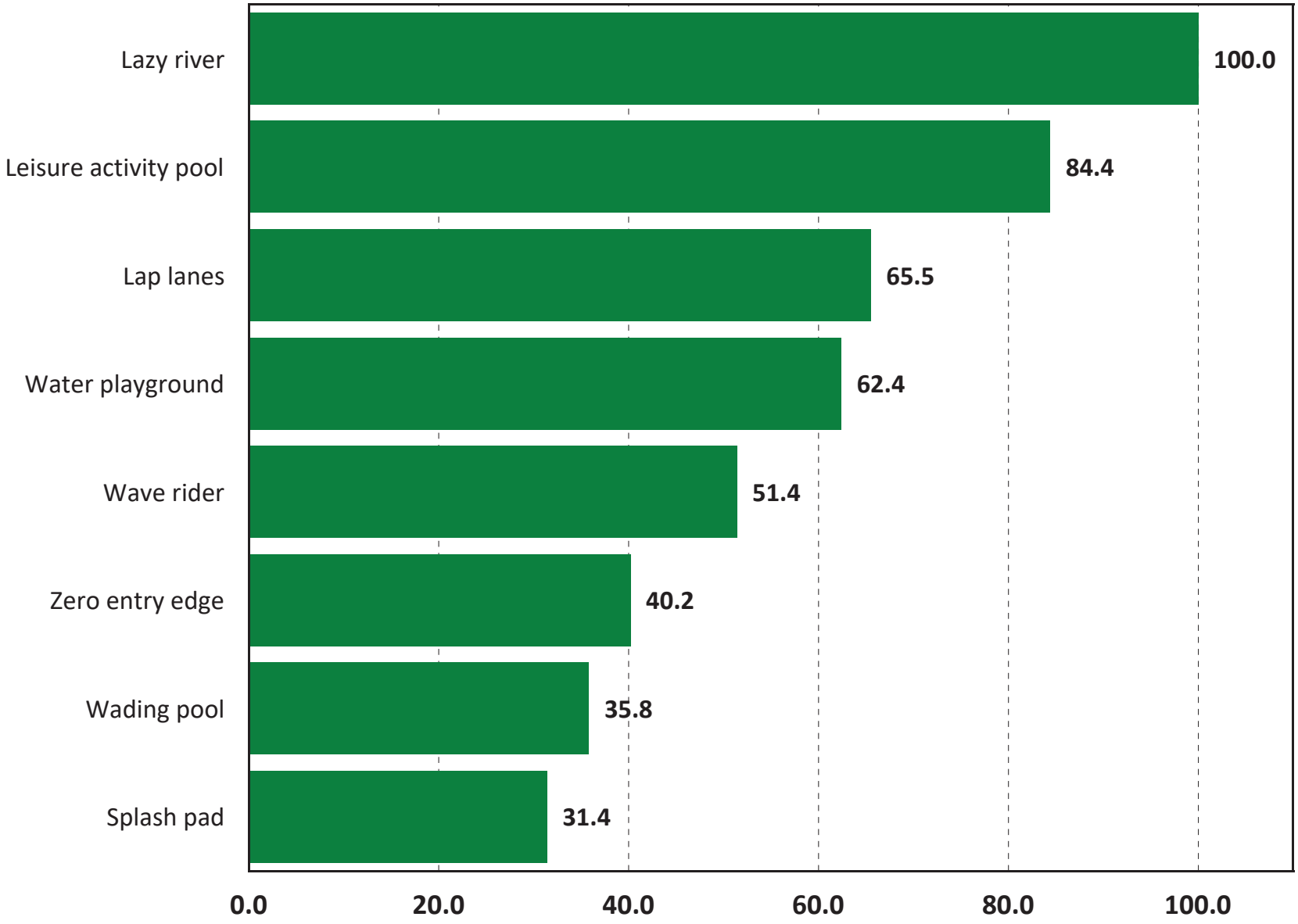


Top Priorities for Investment for Community Center Amenities Based on the Priority Investment Rating



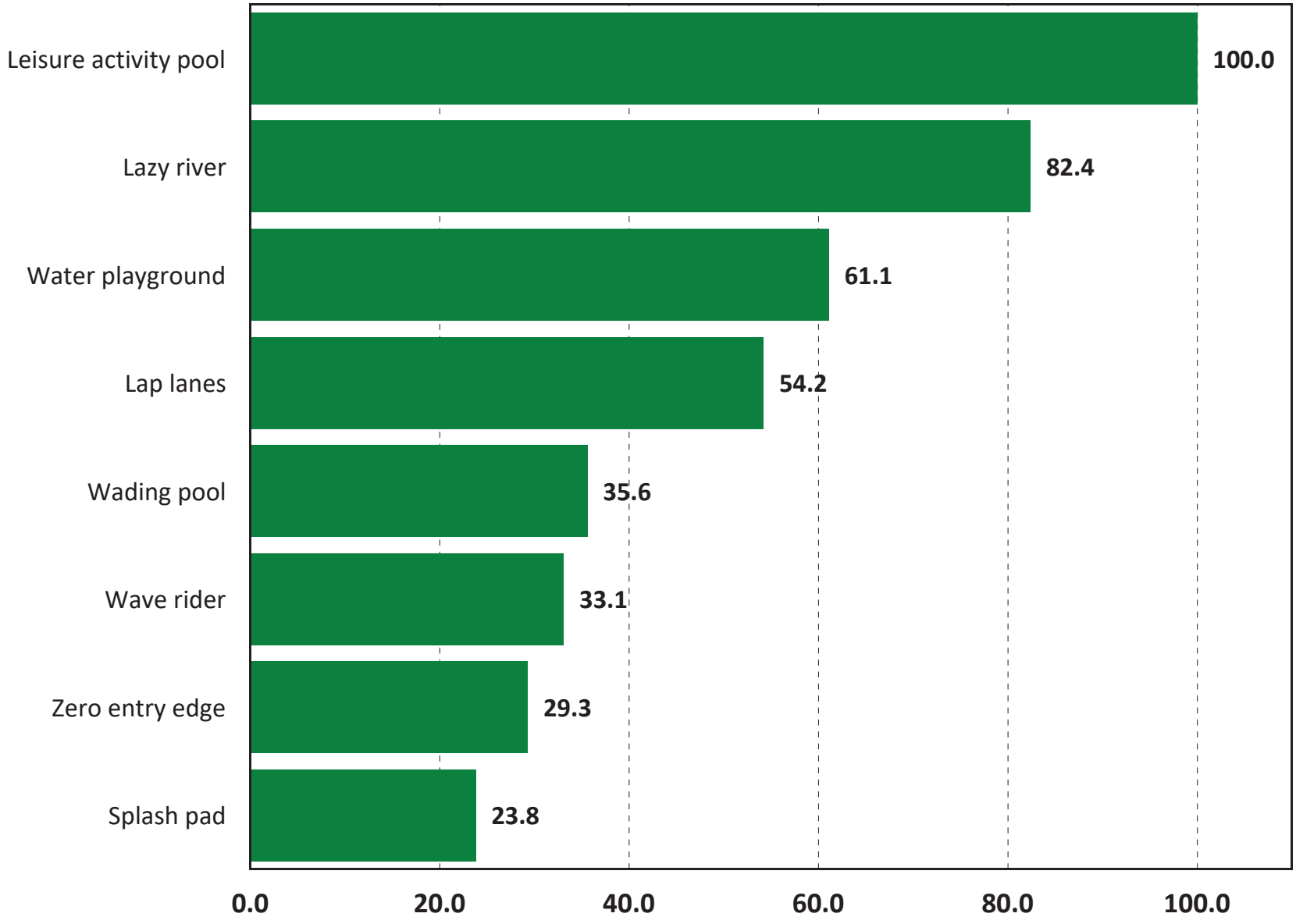
Unmet Needs Rating for Outdoor Pool Amenities

the rating for the item with the most unmet need=100
the rating of all other items reflects the relative amount of unmet need for each item compared to the item with the most unmet need

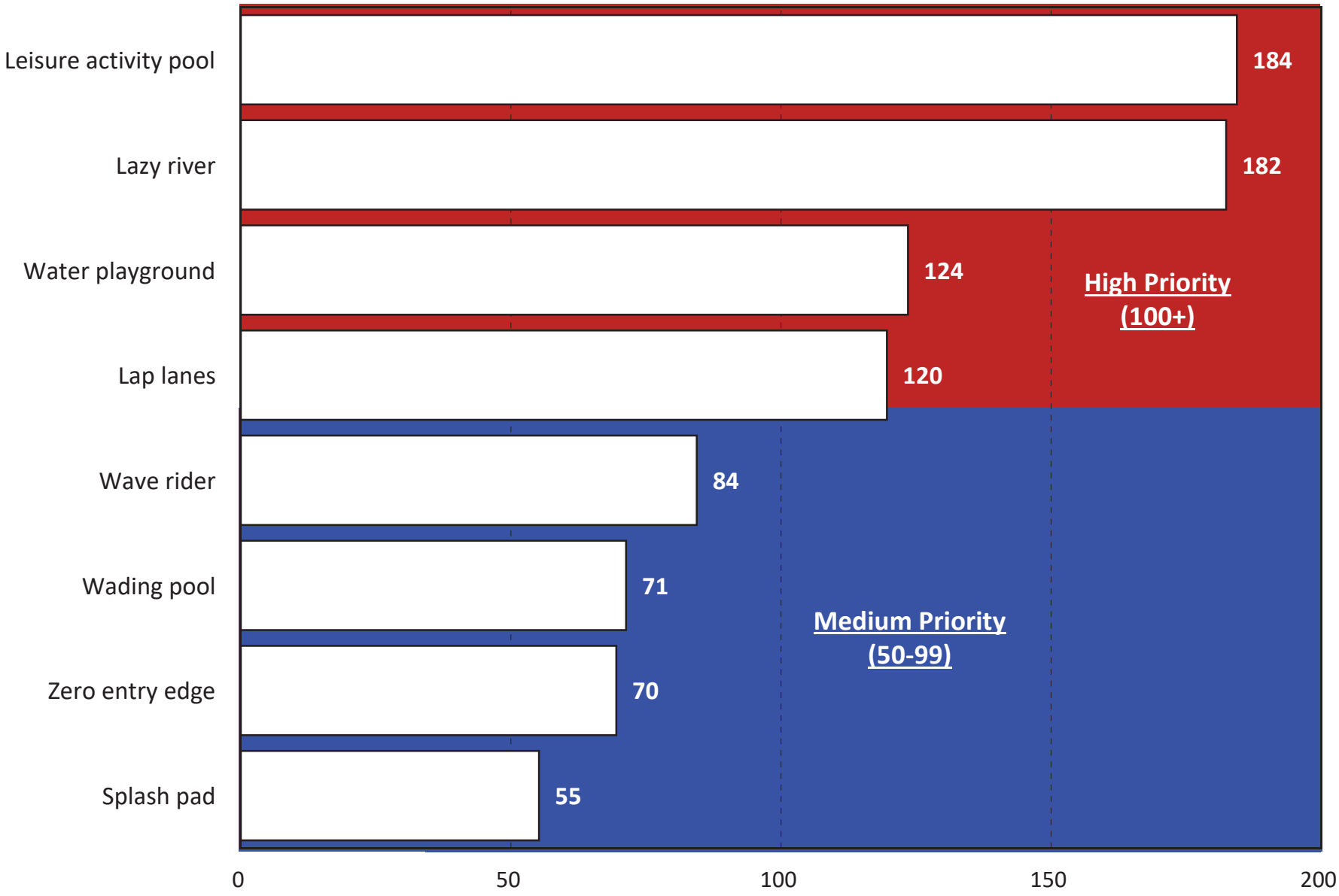


Importance Rating for Outdoor Pool Amenities

the rating for the item rated as the most important=100
the rating of all other items reflects the relative level of importance for each item compared to the item rated as the most important



Top Priorities for Investment for Outdoor Pool Amenities Based on the Priority Investment Rating



3 Benchmarking Analysis

Benchmarking Analysis

Overview

Since 1998, ETC Institute has conducted household surveys for needs assessments, feasibility studies, customer satisfaction, fees and charges comparisons, and other parks and recreation issues in more than 500 communities in 49 states across the country.

The results of these surveys have provided an unparalleled database of information to compare responses from household residents in client communities to "National Averages" and therefore provide a unique tool to "assist organizations in better decision making."

Communities within the database include a full-range of municipal and county governments, with populations ranging from 20,000 to over 1 million residents. They include communities in warm weather and cold weather climates, mature communities, and some of the fastest growing cities and counties in the country.

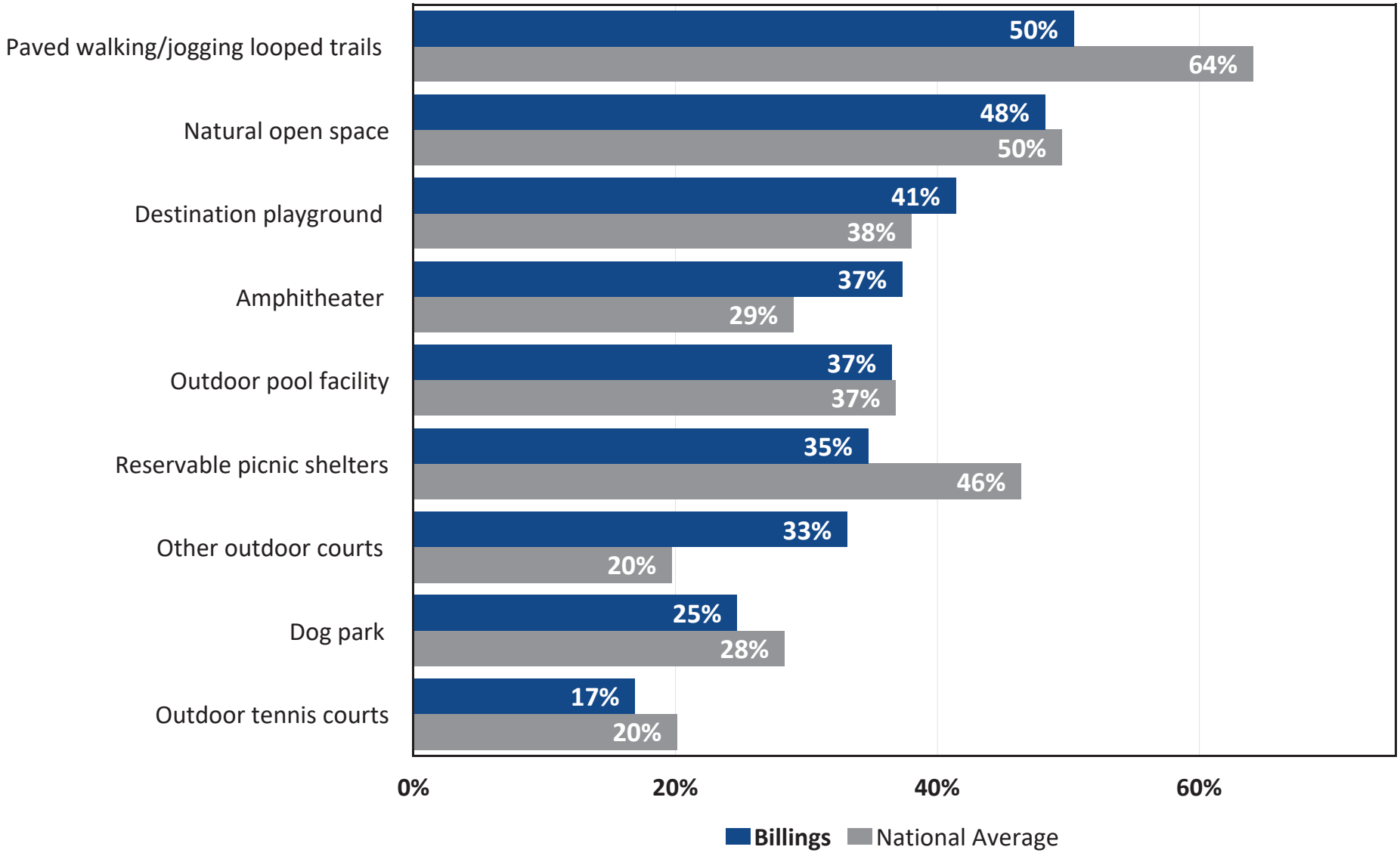
"National Averages" have been developed for numerous strategically important parks and recreation planning and management issues, including: customer satisfaction and usage of parks and programs; methods for receiving marketing information; reasons that prevent members of households from using parks and recreation facilities more often; priority recreation programs, parks, facilities and trails to improve or develop; priority programming spaces to have in planned community centers and aquatic facilities; potential attendance for planned indoor community centers and outdoor aquatic centers, etc.

Results from household responses for Billings were compared to National Benchmarks to gain further strategic information. A summary of all comparisons are shown in the graphs on the following pages.

Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with the Billings Parks and Recreation Department is not authorized without written consent from ETC Institute.

Households with Needs for Facilities/Amenities
Billings vs. National Average

by percentage of respondents with a need for facilities/amenities



4 Tabular Data

Q1. Please indicate if you or any household members have a need for the following facilities/amenities listed below.

(N=502)

	Yes	No
Q1-1. Amphitheater (e.g., for special festivals)	37.3%	62.7%
Q1-2. Destination playground (e.g., Pioneer Park playground)	41.4%	58.6%
Q1-3. Dog park (e.g., small, 1-3 acres)	24.7%	75.3%
Q1-4. Event building (e.g., Veterans Park Craft House, for events, birthdays, or reunions)	23.5%	76.5%
Q1-5. Event shelter-3 season, walled, & unheated	18.9%	81.1%
Q1-6. Event shelter-4 season, walled, & heated	22.1%	77.9%
Q1-7. Food truck court	30.7%	69.3%
Q1-8. Natural open space	48.2%	51.8%
Q1-9. Open turf (e.g., multi-use)	46.2%	53.8%
Q1-10. 1-5 acres of open turf	19.1%	80.9%
Q1-11. 5-10 acres of open turf	21.5%	78.5%
Q1-12. 10-15 acres of open turf	25.1%	74.9%
Q1-13. Other outdoor courts (e.g., basketball, racquetball)	33.1%	66.9%
Q1-14. Outdoor exercise equipment	14.7%	85.3%
Q1-15. Outdoor pool facility (e.g., multi activity)	36.5%	63.5%
Q1-16. Parkour equipment (e.g., Ninja warrior circuit)	13.5%	86.5%
Q1-17. Paved bike pumptrack	17.1%	82.9%
Q1-18. Paved walking/jogging looped trails (e. g., Centennial Park)	50.4%	49.6%
Q1-19. Outdoor pickleball courts	22.5%	77.5%
Q1-20. Indoor pickleball courts	15.5%	84.5%

Q1. Please indicate if you or any household members have a need for the following facilities/amenities listed below.

	Yes	No
Q1-21. Reservable picnic shelters (for family, church, corporate gatherings, summer camps)	34.7%	65.3%
Q1-22. Outdoor tennis courts	16.9%	83.1%
Q1-23. Indoor tennis facility	11.0%	89.0%

Q1. If you have a need, how well are your needs currently being met?

(N=475)

	Fully met	Somewhat met	Barely met	Not met at all
Q1-1. Amphitheater (e.g., for special festivals)	4.0%	9.7%	22.9%	63.4%
Q1-2. Destination playground (e.g., Pioneer Park playground)	16.1%	55.2%	20.8%	7.8%
Q1-3. Dog park (e.g., small, 1-3 acres)	16.0%	45.4%	27.7%	10.9%
Q1-4. Event building (e.g., Veterans Park Craft House, for events, birthdays, or reunions)	9.5%	27.6%	38.1%	24.8%
Q1-5. Event shelter-3 season, walled, & unheated	14.0%	38.4%	27.9%	19.8%
Q1-6. Event shelter-4 season, walled, & heated	2.8%	13.1%	35.5%	48.6%
Q1-7. Food truck court	2.1%	10.0%	30.0%	57.9%
Q1-8. Natural open space	15.7%	52.0%	23.6%	8.7%
Q1-9. Open turf (e.g., multi-use)	7.3%	28.2%	39.5%	25.0%
Q1-10. 1-5 acres of open turf	4.5%	22.5%	44.9%	28.1%
Q1-11. 5-10 acres of open turf	5.1%	20.2%	39.4%	35.4%
Q1-12. 10-15 acres of open turf	2.6%	21.7%	35.7%	40.0%
Q1-13. Other outdoor courts (e.g., basketball, racquetball)	4.0%	33.8%	37.1%	25.2%
Q1-14. Outdoor exercise equipment	4.5%	4.5%	37.9%	53.0%
Q1-15. Outdoor pool facility (e.g., multi activity)	4.1%	26.6%	44.4%	24.9%
Q1-16. Parkour equipment (e.g., Ninja warrior circuit)	1.6%	4.8%	14.3%	79.4%
Q1-17. Paved bike pumptrack	1.3%	17.1%	25.0%	56.6%
Q1-18. Paved walking/jogging looped trails (e. g., Centennial Park)	10.1%	48.7%	29.4%	11.8%
Q1-19. Outdoor pickleball courts	2.0%	14.9%	40.6%	42.6%
Q1-20. Indoor pickleball courts	1.4%	7.0%	22.5%	69.0%

Q1. If you have a need, how well are your needs currently being met?

	Fully met	Somewhat met	Barely met	Not met at all
Q1-21. Reservable picnic shelters (for family, church, corporate gatherings, summer camps)	9.0%	45.8%	31.6%	13.5%
Q1-22. Outdoor tennis courts	5.2%	40.3%	32.5%	22.1%
Q1-23. Indoor tennis facility	3.9%	5.9%	21.6%	68.6%

Q2. Which FOUR types of FACILITIES/AMENITIES from the list in Question 1 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?

Q2. Top choice	Number	Percent
Amphitheater (e.g., for special festivals)	47	9.4 %
Destination playground (e.g., Pioneer Park playground)	50	10.0 %
Dog park (e.g., small, 1-3 acres)	24	4.8 %
Event building (e.g., Veterans Park Craft House, for events, birthdays, or reunions)	7	1.4 %
Event shelter-3 season, walled, & unheated	4	0.8 %
Event shelter-4 season, walled, & heated	20	4.0 %
Food truck court	10	2.0 %
Natural open space	46	9.2 %
Open turf (e.g., multi-use)	69	13.7 %
1-5 acres of open turf	11	2.2 %
5-10 acres of open turf	11	2.2 %
10-15 acres of open turf	36	7.2 %
Other outdoor courts (e.g., basketball, racquetball)	7	1.4 %
Outdoor exercise equipment	4	0.8 %
Outdoor pool facility (e.g., multi activity)	28	5.6 %
Parkour equipment (e.g., Ninja warrior circuit)	5	1.0 %
Paved bike pumptrack	5	1.0 %
Paved walking/jogging looped trails (e.g., Centennial Park)	43	8.6 %
Outdoor pickleball courts	10	2.0 %
Indoor pickleball courts	6	1.2 %
Reservable picnic shelters (for family, church, corporate gatherings, summer camps)	4	0.8 %
Outdoor tennis courts	1	0.2 %
Indoor tennis facility	5	1.0 %
None chosen	49	9.8 %
Total	502	100.0 %

Q2. Which FOUR types of FACILITIES/AMENITIES from the list in Question 1 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?

Q2. 2nd choice	Number	Percent
Amphitheater (e.g., for special festivals)	43	8.6 %
Destination playground (e.g., Pioneer Park playground)	30	6.0 %
Dog park (e.g., small, 1-3 acres)	17	3.4 %
Event building (e.g., Veterans Park Craft House, for events, birthdays, or reunions)	12	2.4 %
Event shelter-3 season, walled, & unheated	7	1.4 %
Event shelter-4 season, walled, & heated	11	2.2 %
Food truck court	16	3.2 %
Natural open space	41	8.2 %
Open turf (e.g., multi-use)	43	8.6 %
1-5 acres of open turf	26	5.2 %
5-10 acres of open turf	29	5.8 %
10-15 acres of open turf	28	5.6 %
Other outdoor courts (e.g., basketball, racquetball)	16	3.2 %
Outdoor exercise equipment	4	0.8 %
Outdoor pool facility (e.g., multi activity)	26	5.2 %
Parkour equipment (e.g., Ninja warrior circuit)	12	2.4 %
Paved bike pumptrack	9	1.8 %
Paved walking/jogging looped trails (e.g., Centennial Park)	33	6.6 %
Outdoor pickleball courts	6	1.2 %
Indoor pickleball courts	11	2.2 %
Reservable picnic shelters (for family, church, corporate gatherings, summer camps)	11	2.2 %
Outdoor tennis courts	4	0.8 %
Indoor tennis facility	6	1.2 %
None chosen	61	12.2 %
Total	502	100.0 %

Q2. Which FOUR types of FACILITIES/AMENITIES from the list in Question 1 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?

Q2. 3rd choice	Number	Percent
Amphitheater (e.g., for special festivals)	21	4.2 %
Destination playground (e.g., Pioneer Park playground)	22	4.4 %
Dog park (e.g., small, 1-3 acres)	11	2.2 %
Event building (e.g., Veterans Park Craft House, for events, birthdays, or reunions)	14	2.8 %
Event shelter-3 season, walled, & unheated	7	1.4 %
Event shelter-4 season, walled, & heated	13	2.6 %
Food truck court	25	5.0 %
Natural open space	22	4.4 %
Open turf (e.g., multi-use)	18	3.6 %
1-5 acres of open turf	20	4.0 %
5-10 acres of open turf	35	7.0 %
10-15 acres of open turf	23	4.6 %
Other outdoor courts (e.g., basketball, racquetball)	20	4.0 %
Outdoor exercise equipment	6	1.2 %
Outdoor pool facility (e.g., multi activity)	30	6.0 %
Parkour equipment (e.g., Ninja warrior circuit)	2	0.4 %
Paved bike pumptrack	9	1.8 %
Paved walking/jogging looped trails (e.g., Centennial Park)	44	8.8 %
Outdoor pickleball courts	14	2.8 %
Indoor pickleball courts	12	2.4 %
Reservable picnic shelters (for family, church, corporate gatherings, summer camps)	22	4.4 %
Outdoor tennis courts	5	1.0 %
Indoor tennis facility	8	1.6 %
None chosen	99	19.7 %
Total	502	100.0 %

Q2. Which FOUR types of FACILITIES/AMENITIES from the list in Question 1 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?

Q2. 4th choice	Number	Percent
Amphitheater (e.g., for special festivals)	21	4.2 %
Destination playground (e.g., Pioneer Park playground)	29	5.8 %
Dog park (e.g., small, 1-3 acres)	14	2.8 %
Event building (e.g., Veterans Park Craft House, for events, birthdays, or reunions)	13	2.6 %
Event shelter-3 season, walled, & unheated	8	1.6 %
Event shelter-4 season, walled, & heated	8	1.6 %
Food truck court	22	4.4 %
Natural open space	31	6.2 %
Open turf (e.g., multi-use)	17	3.4 %
1-5 acres of open turf	13	2.6 %
5-10 acres of open turf	15	3.0 %
10-15 acres of open turf	23	4.6 %
Other outdoor courts (e.g., basketball, racquetball)	10	2.0 %
Outdoor exercise equipment	8	1.6 %
Outdoor pool facility (e.g., multi activity)	17	3.4 %
Parkour equipment (e.g., Ninja warrior circuit)	7	1.4 %
Paved bike pumptrack	10	2.0 %
Paved walking/jogging looped trails (e.g., Centennial Park)	31	6.2 %
Outdoor pickleball courts	13	2.6 %
Indoor pickleball courts	10	2.0 %
Reservable picnic shelters (for family, church, corporate gatherings, summer camps)	27	5.4 %
Outdoor tennis courts	7	1.4 %
Indoor tennis facility	5	1.0 %
None chosen	143	28.5 %
Total	502	100.0 %

SUM OF TOP 4 CHOICES

Q2. Which FOUR types of FACILITIES/AMENITIES from the list in Question 1 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park? (top 4)

Q2. Sum of top 4 choices	Number	Percent
Amphitheater (e.g., for special festivals)	132	26.3 %
Destination playground (e.g., Pioneer Park playground)	131	26.1 %
Dog park (e.g., small, 1-3 acres)	66	13.1 %
Event building (e.g., Veterans Park Craft House, for events, birthdays, or reunions)	46	9.2 %
Event shelter-3 season, walled, & unheated	26	5.2 %
Event shelter-4 season, walled, & heated	52	10.4 %
Food truck court	73	14.5 %
Natural open space	140	27.9 %
Open turf (e.g., multi-use)	147	29.3 %
1-5 acres of open turf	70	13.9 %
5-10 acres of open turf	90	17.9 %
10-15 acres of open turf	110	21.9 %
Other outdoor courts (e.g., basketball, racquetball)	53	10.6 %
Outdoor exercise equipment	22	4.4 %
Outdoor pool facility (e.g., multi activity)	101	20.1 %
Parkour equipment (e.g., Ninja warrior circuit)	26	5.2 %
Paved bike pumptrack	33	6.6 %
Paved walking/jogging looped trails (e.g., Centennial Park)	151	30.1 %
Outdoor pickleball courts	43	8.6 %
Indoor pickleball courts	39	7.8 %
Reservable picnic shelters (for family, church, corporate gatherings, summer camps)	64	12.7 %
Outdoor tennis courts	17	3.4 %
Indoor tennis facility	24	4.8 %
None chosen	49	9.8 %
Total	1705	

Q3. Please indicate if you or any household members have a need for the following amenities to be included in a COMMUNITY CENTER listed below.

(N=502)

	Yes	No
Q3-1. Birthday party room	23.7%	76.3%
Q3-2. Community center building	32.1%	67.9%
Q3-3. Multi-use meeting room in community center	36.7%	63.3%
Q3-4. Prep kitchen	26.3%	73.7%
Q3-5. 1 multi-use court in community center	16.7%	83.3%
Q3-6. 2 multi-use courts in community center	38.2%	61.8%

Q3. If you have a need, how well are your needs currently being met?

(N=388)

	Fully met	Somewhat met	Barely met	Not met at all
Q3-1. Birthday party room	0.9%	15.8%	42.1%	41.2%
Q3-2. Community center building	4.3%	17.1%	35.0%	43.6%
Q3-3. Multi-use meeting room in community center	1.3%	20.6%	40.0%	38.1%
Q3-4. Prep kitchen	0.8%	6.6%	33.9%	58.7%
Q3-5. 1 multi-use court in community center	1.4%	13.9%	30.6%	54.2%
Q3-6. 2 multi-use courts in community center	1.7%	6.1%	32.2%	60.0%

Q4. Which THREE types of COMMUNITY CENTER FACILITY AMENITIES from the list in Question 3 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?

Q4. Top choice	Number	Percent
Birthday party room	32	6.4 %
Community center building	77	15.3 %
Multi-use meeting room in community center	72	14.3 %
Prep kitchen	24	4.8 %
1 multi-use court in community center	29	5.8 %
2 multi-use courts in community center	118	23.5 %
None chosen	150	29.9 %
Total	502	100.0 %

Q4. Which THREE types of COMMUNITY CENTER FACILITY AMENITIES from the list in Question 3 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?

Q4. 2nd choice	Number	Percent
Birthday party room	37	7.4 %
Community center building	35	7.0 %
Multi-use meeting room in community center	63	12.5 %
Prep kitchen	48	9.6 %
1 multi-use court in community center	81	16.1 %
2 multi-use courts in community center	46	9.2 %
None chosen	192	38.2 %
Total	502	100.0 %

Q4. Which THREE types of COMMUNITY CENTER FACILITY AMENITIES from the list in Question 3 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?

Q4. 3rd choice	Number	Percent
Birthday party room	31	6.2 %
Community center building	57	11.4 %
Multi-use meeting room in community center	56	11.2 %
Prep kitchen	42	8.4 %
1 multi-use court in community center	28	5.6 %
2 multi-use courts in community center	25	5.0 %
None chosen	263	52.4 %
Total	502	100.0 %

SUM OF TOP 3 CHOICES

Q4. Which THREE types of COMMUNITY CENTER FACILITY AMENITIES from the list in Question 3 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park? (top 3)

Q4. Sum of top 3 choices	Number	Percent
Birthday party room	100	19.9 %
Community center building	169	33.7 %
Multi-use meeting room in community center	191	38.0 %
Prep kitchen	114	22.7 %
1 multi-use court in community center	138	27.5 %
2 multi-use courts in community center	189	37.6 %
None chosen	150	29.9 %
Total	1051	

Q5. Please indicate if you or any household members have a need for the following amenities to be included in an OUTDOOR POOL FACILITY listed below.

(N=502)

	Yes	No
Q5-1. Lap lanes	31.7%	68.3%
Q5-2. Leisure activity pool	55.8%	44.2%
Q5-3. Zero entry edge	21.1%	78.9%
Q5-4. Wading pool	24.1%	75.9%
Q5-5. Wave rider	22.5%	77.5%
Q5-6. Lazy river	46.2%	53.8%
Q5-7. Splash pad	21.9%	78.1%
Q5-8. Water playground	36.9%	63.1%

Q5. If you have a need, how well are your needs currently being met?

(N=403)

	Fully met	Somewhat met	Barely met	Not met at all
Q5-1. Lap lanes	1.4%	11.8%	41.7%	45.1%
Q5-2. Leisure activity pool	6.4%	29.9%	42.4%	21.2%
Q5-3. Zero entry edge	3.1%	16.7%	33.3%	46.9%
Q5-4. Wading pool	6.4%	31.2%	34.9%	27.5%
Q5-5. Wave rider	2.0%	2.0%	17.6%	78.4%
Q5-6. Lazy river	1.8%	7.3%	20.5%	70.5%
Q5-7. Splash pad	11.2%	28.6%	33.7%	26.5%
Q5-8. Water playground	3.6%	25.3%	39.2%	31.9%

Q6. Which THREE types of OUTDOOR POOL FACILITY AMENITIES from the list in Question 5 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?

Q6. Top choice	Number	Percent
Lap lanes	76	15.1 %
Leisure activity pool	126	25.1 %
Zero entry edge	20	4.0 %
Wading pool	13	2.6 %
Wave rider	21	4.2 %
Lazy river	63	12.5 %
Splash pad	19	3.8 %
Water playground	35	7.0 %
None chosen	129	25.7 %
Total	502	100.0 %

Q6. Which THREE types of OUTDOOR POOL FACILITY AMENITIES from the list in Question 5 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?

Q6. 2nd choice	Number	Percent
Lap lanes	32	6.4 %
Leisure activity pool	73	14.5 %
Zero entry edge	22	4.4 %
Wading pool	31	6.2 %
Wave rider	36	7.2 %
Lazy river	79	15.7 %
Splash pad	16	3.2 %
Water playground	51	10.2 %
None chosen	162	32.3 %
Total	502	100.0 %

Q6. Which THREE types of OUTDOOR POOL FACILITY AMENITIES from the list in Question 5 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?

Q6. 3rd choice	Number	Percent
Lap lanes	22	4.4 %
Leisure activity pool	41	8.2 %
Zero entry edge	28	5.6 %
Wading pool	41	8.2 %
Wave rider	22	4.4 %
Lazy river	56	11.2 %
Splash pad	22	4.4 %
Water playground	60	12.0 %
None chosen	210	41.8 %
Total	502	100.0 %

SUM OF TOP 3 CHOICES

Q6. Which THREE types of OUTDOOR POOL FACILITY AMENITIES from the list in Question 5 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park? (top 3)

Q6. Sum of top 3 choices	Number	Percent
Lap lanes	130	25.9 %
Leisure activity pool	240	47.8 %
Zero entry edge	70	13.9 %
Wading pool	85	16.9 %
Wave rider	79	15.7 %
Lazy river	198	39.4 %
Splash pad	57	11.4 %
Water playground	146	29.1 %
None chosen	129	25.7 %
Total	1134	

Q9. How many years have you lived in the City of Billings?

Q9. How many years have you lived in City of Billings	Number	Percent
0-5	53	10.6 %
6-10	43	8.6 %
11-15	50	10.0 %
16-20	53	10.6 %
21-30	97	19.3 %
31+	199	39.6 %
Not provided	7	1.4 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q9. How many years have you lived in the City of Billings? (without "not provided")

Q9. How many years have you lived in City of Billings	Number	Percent
0-5	53	10.7 %
6-10	43	8.7 %
11-15	50	10.1 %
16-20	53	10.7 %
21-30	97	19.6 %
31+	199	40.2 %
Total	495	100.0 %

Q10. What is your age?

Q10. Your age	Number	Percent
18-34	104	20.7 %
35-44	119	23.7 %
45-54	98	19.5 %
55-64	91	18.1 %
65+	81	16.1 %
Not provided	9	1.8 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q10. What is your age? (without "not provided")

Q10. Your age	Number	Percent
18-34	104	21.1 %
35-44	119	24.1 %
45-54	98	19.9 %
55-64	91	18.5 %
65+	81	16.4 %
Total	493	100.0 %

Q11. Your gender:

Q11. Your gender	Number	Percent
Male	245	48.8 %
Female	251	50.0 %
Non-binary	1	0.2 %
Prefer to self-describe	2	0.4 %
Not provided	3	0.6 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q11. Your gender: (without "not provided")

Q11. Your gender	Number	Percent
Male	245	49.1 %
Female	251	50.3 %
Non-binary	1	0.2 %
Prefer to self-describe	2	0.4 %
Total	499	100.0 %

Q11-4. Self-describe your gender:

Q11-4. Self-describe your gender	Number	Percent
Transman	1	50.0 %
Max gender	1	50.0 %
Total	2	100.0 %

Q12. Counting yourself, how many people in your household are...

	Mean	Sum
number	3.3	1628
Under 5 years	0.2	113
5-9 years	0.3	160
10-14 years	0.4	202
15-19 years	0.3	160
20-24 years	0.1	65
25-34 years	0.4	201
35-44 years	0.5	232
45-54 years	0.4	188
55-64 years	0.3	163
65-74 years	0.2	86
75+ years	0.1	58

Q13. Which of the following best describes your race?

Q13. Your race	Number	Percent
Asian or Asian Indian	4	0.8 %
Black or African American	6	1.2 %
American Indian or Alaska Native	20	4.0 %
White or Caucasian	433	86.3 %
Native Hawaiian or other Pacific Islander	2	0.4 %
Hispanic, Spanish, Latino/a/x	35	7.0 %
Other	8	1.6 %
Total	508	

Q13-7. Self-describe your race:

Q13-7. Self-describe your race	Number	Percent
Mixed	4	57.1 %
Multi-race	2	28.6 %
German	1	14.3 %
Total	7	100.0 %

5 Survey Instrument

Billings
PARKS
AND RECREATION

January 2023

Dear Billings Resident:
Your household was one of a limited number selected at random to receive the enclosed survey.

The Billings Parks & Recreation Department is preparing to develop Cottonwood Park and is looking for your input about the needs you and your household have that could be incorporated into the new park plan. As a part of this process, we are conducting this survey to learn more about the needs of Billings residents.

Cottonwood Park is an undeveloped park parcel, approximately 37 acres in size, located at the northwest corner of 54th Street West and Colton Boulevard. Once developed, Cottonwood Park will be the largest community park in the city and the only community park west of Shiloh Road. There is a strong desire to "fully develop" the park and provide amenities that are consistent with other community parks in our city like Pioneer Park and Rose Park. Your feedback will provide us with vital insight into the desires of the community.

Please complete and return your survey within the next two weeks…

We are working with ETC Institute, an independent consulting company, as our partner to administer this survey. They will compile the data received and present the results to the Parks & Recreation Department. ***Your responses will remain confidential.*** Please return your completed survey in the enclosed postage-paid envelope addressed to ETC Institute, 725 W. Frontier Lane, Olathe, KS 66061. For your convenience, you are able to complete the survey online at CottonwoodParkSurvey.org.

We appreciate your time…

We realize this survey will take approximately 10-15 minutes to complete; however, each question is important. The time you invest in completing this survey will allow the Parks & Recreation Department to take a resident-driven approach to making decisions that will guide the future of Cottonwood Park. If you have any questions, please feel free to contact ETC Institute's project manager, Esther Campbell by phone: (913) 326-0301 or email: esther.campbell@etcinstitute.com.

Please take this opportunity to let your voice be heard!

Sincerely,

Michael Whitaker
Director
Billings Parks and Recreation

Michael Whitaker
Director
whitakerm@billingsmt.gov

390 N 23rd St
Billings, MT 59101
P 406.657.8369

billingsparks.org

2023 City of Billings Parks and Recreation Needs Assessment

The City of Billings Parks and Recreation Department would like your input to help determine priorities for facilities and amenities that should be considered in the development of Cottonwood Park. This survey will take 15-20 minutes to complete. When you are finished, return your survey in the enclosed postage-paid envelope. If you prefer, you can complete the survey online at CottonwoodParkSurvey.org. We greatly appreciate your time!

Facilities/Amenities

1.	Please indicate if you or any household member has a need for the following facilities/amenities listed below by checking the box next to each facility/amenity. If you have a need and checked the box, answer the questions in the shaded areas to the right by circling the appropriate responses for how well your needs are currently being met.	Check the Box if You Have a Need for This Facility/Amenity	If you check the box, how well are your needs currently being met?			
			Fully Met	Somewhat Met	Barely Met	Not Met at All
01.	Amphitheater (e.g., for special festivals)	☐	4	3	2	1
02.	Destination playground (e.g., Pioneer Park playground)	☐	4	3	2	1
03.	Dog park (e.g., small, 1-3 acres)	☐	4	3	2	1
04.	Event building (e.g., Veterans Park Craft House, for events, birthdays, or reunions)	☐	4	3	2	1
05.	Event shelter - 3 season, walled, and unheated	☐	4	3	2	1
06.	Event shelter - 4 season, walled, and heated	☐	4	3	2	1
07.	Food truck court	☐	4	3	2	1
08.	Natural open space	☐	4	3	2	1
09.	Open turf (e.g., multi-use)	☐	4	3	2	1
10.	1-5 acres of open turf	☐	4	3	2	1
11.	5-10 acres of open turf	☐	4	3	2	1
12.	10-15 acres of open turf	☐	4	3	2	1
13.	Other outdoor courts (e.g., basketball, racquetball)	☐	4	3	2	1
14.	Outdoor exercise equipment	☐	4	3	2	1
15.	Outdoor pool facility (e.g., multi activity)	☐	4	3	2	1
16.	Parkour equipment (e.g., Ninja warrior circuit)	☐	4	3	2	1
17.	Paved bike pumptrack	☐	4	3	2	1
18.	Paved walking/jogging looped trails (e.g., Centennial Park)	☐	4	3	2	1
19.	Outdoor pickleball courts	☐	4	3	2	1
20.	Indoor pickleball courts	☐	4	3	2	1
21.	Reservable picnic shelters (for family, church, corporate gatherings, summer camps)	☐	4	3	2	1
22.	Outdoor tennis courts	☐	4	3	2	1
23.	Indoor tennis facility	☐	4	3	2	1

2. Which FOUR types of FACILITIES/AMENITIES from the list in Question 1 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park? *[Write in your answers below using the numbers from the list in Question 1, or circle "NONE."]*

1st: ____ 2nd: ____ 3rd: ____ 4th: ____ NONE

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Community Center

3. Please indicate if you or any household member has a need for the following amenities to be included in a COMMUNITY CENTER listed below by checking the box next to each item. If you have a need and checked the box, answer the questions in the shaded areas to the right by circling the appropriate responses for how well your needs are currently being met.		Check the Box if You Have a Need for This Amenity	If you check the box, how well are your needs currently being met?			
			Fully Met	Somewhat Met	Barely Met	Not Met at All
1.	Birthday party room	☐	4	3	2	1
2.	Community center building	☐	4	3	2	1
3.	Multi-use meeting room in community center	☐	4	3	2	1
4.	Prep kitchen	☐	4	3	2	1
5.	1 multi-use court in community center	☐	4	3	2	1
6.	2 multi-use courts in community center	☐	4	3	2	1

4. Which THREE types of COMMUNITY CENTER FACILITY AMENITIES from the list in Question 3 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?
[Write in your answers below using the numbers from the list in Question 3, or circle "NONE."]

1st: ____ 2nd: ____ 3rd: ____ NONE

Outdoor Pool Facility

5. Please indicate if you or any household member has a need for the following amenities to be included in an OUTDOOR POOL FACILITY listed below by checking the box next to each item. If you have a need and checked the box, answer the questions in the shaded areas to the right by circling the appropriate responses for how well your needs are currently being met.		Check the Box if You Have a Need for This Amenity	If you check the box, how well are your needs currently being met?			
			Fully Met	Somewhat Met	Barely Met	Not Met at All
1.	Lap lanes	☐	4	3	2	1
2.	Leisure activity pool	☐	4	3	2	1
3.	Zero entry edge	☐	4	3	2	1
4.	Wading pool	☐	4	3	2	1
5.	Wave rider	☐	4	3	2	1
6.	Lazy river	☐	4	3	2	1
7.	Splash pad	☐	4	3	2	1
8.	Water playground	☐	4	3	2	1

6. Which THREE types of OUTDOOR POOL FACILITY AMENITIES from the list in Question 5 are MOST IMPORTANT to your household to be included in the development of Cottonwood Park?
[Write in your answers below using the numbers from the list in Question 5, or circle "NONE."]

1st: ____ 2nd: ____ 3rd: ____ NONE

7. Are there any AMENITIES, that were not mentioned, that you would like to see at Cottonwood Park?

_____

_____

_____

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8. Are there any other ACTIVITIES, that were not mentioned, that you would like to see at Cottonwood Park?

_____

_____

_____

Demographics

The demographic questions below are about you and your household. These questions are asked to ensure we have reached all groups in the City of Billings and that the results are statistically valid. Statistically valid data means that the results will represent the opinions and needs of the community. Your individual responses will remain confidential.

9. How many years have you lived in the City of Billings? _____ years

10. What is your age? _____ years

11. Your gender:

____(1) Male
____(2) Female
____(3) Non-binary
____(4) Prefer to self-describe: _____

12. Counting yourself, how many people in your household are...

Under 5 years: ____	15 - 19 years: ____	35 - 44 years: ____	65 - 74 years: ____
5 - 9 years: ____	20 - 24 years: ____	45 - 54 years: ____	75+ years: ____
10 - 14 years: ____	25 - 34 years: ____	55 - 64 years: ____	

13. Which of the following best describes your race? *[Check all that apply.]*

____(1) Asian or Asian Indian
____(2) Black or African American
____(3) American Indian or Alaska Native
____(4) White or Caucasian
____(5) Native Hawaiian or other Pacific Islander
____(6) Hispanic, Spanish, Latino/a/x
____(99) Other: _____

14. Would you be willing to participate in future surveys sponsored by the City of Billings?

____(1) Yes *[Please answer Q14a.]* ____(2) No

14a. Please provide your contact information.

Mobile Phone Number:_____

Email Address:_____

This concludes the survey. Thank you for your time!

Please return your completed survey in the enclosed return-reply envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information above will ONLY be used to help identify the level of need in your area. Thank you!

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RIMROCK
ENGINEERING, INC.

Geotech Report

PRELIMINARY GEOTECHNICAL ENGINEERING REPORT

Cottonwood Park
54th Street West
Billings, Montana

January 16, 2023
Project No. G22218

Prepared for:

Land Design
1670 S. 48th Street West
Billings, Montana 59106

Prepared by:

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, Montana 59101

RIMROCK ENGINEERING, INC.
5440 Holiday Avenue · Billings, Montana 59101: · Phone: 406.294.8400 · www.rimrock.biz

January 16, 2023

Mr. Michael Verseman
Land Design
1670 S. 48th Street West
Billings, Montana 59106

Re: Preliminary Geotechnical Engineering Report
Cottonwood Park
54th Street West
Billings, Montana

Dear Michael:

Rimrock Engineering, Inc. has completed the preliminary geotechnical engineering services for the referenced project. The attached report presents the results of our findings. Our work consisted of subsurface exploration, laboratory testing, engineering analyses, and preparation of this report.

We appreciate this opportunity to be of service to you and are prepared to provide design level geotechnical engineering and construction materials testing services during the construction phase of the project. If you have any questions regarding this report or need additional information or services, please contact us.

Sincerely,
RIMROCK ENGINEERING, INC.

Matt Geering, P.E.
Principal/Vice President

Wade Reynolds
Principal/President

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1.2 Purpose and Scope of Work 1

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Appendix A Vicinity/Site Map, Logs, USCS Description, and Log Key
Appendix B Laboratory Test Results

GEOTECHNICAL ENGINEERING REPORT

Cottonwood Park
54th Street West
Billings, Montana

1.0 INTRODUCTION AND SCOPE

1.1 Project Description

The project consists of possible development of the Cottonwood Park to be located along 54th Street West in Billings, Montana.

1.2 Purpose and Scope of Work

The purpose of these studies will be to perform a limited geotechnical investigation and provide preliminary geotechnical information for due diligence considerations and to provide information, opinions, and geotechnical engineering recommendations relative to:

- General soil and groundwater conditions
- Possible foundation alternatives and limitations

Our scope of services consisted of background review, site reconnaissance, field exploration, laboratory testing, engineering analyses, and preparation of this report.

2.0 INVESTIGATION

2.1 Field Exploration

The subsurface exploration consisted of drilling three (3) borings on December 28, 2022 to approximately 20 feet below existing grades. The borings were drilled using our truck mounted drill rig equipped with hollow stem and solid flight augers. Groundwater levels were measured during drilling operations, if encountered. Upon completion of drilling and/or groundwater measurements, the borings were backfilled with drill cuttings and compacted with the equipment at hand.

Logs of the borings along with a Vicinity/Site Map are included in Appendix A. The borings were located in the field by Rimrock Engineering based on a site plan provided. Ground surface elevations were set at 100 for purposes of this investigation. The locations and elevations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

Rimrock Engineering personnel logged the soil conditions encountered in the borings. At selected intervals, samples of the subsurface materials were taken by driving split-spoon samplers,

pushing Shelby tube samplers, and collecting auger cuttings. Penetration resistance measurements were obtained by driving the samplers into the subsurface materials with a 140-pound automatic hammer falling 30 inches. The penetration resistance value is a useful index in estimating the relative density, or consistency, of the materials encountered. The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification.

2.2 Laboratory Testing

The purpose of the laboratory testing is to assess the physical and engineering properties of the soil samples collected in the field to be used in our geotechnical evaluations and analyses. Laboratory testing was performed on selected soil samples to assess the following:

- Visual classification (USCS)
- Moisture content
- Consolidation/swell
- Atterberg limits
- Sieve analysis

The soil descriptions presented on the boring logs are in accordance with the Unified Soil Classification System (USCS) and Key. Individual laboratory test results can be found in Appendix B at the end of this report.

3.0 SITE & SUBSURFACE CONDITIONS

3.1 Site Conditions

The site consists of vacant property located along 54th Street West in Billings, Montana. The site consists mainly of native grasses and some fill materials. The site generally slopes to the south. An irrigation ditch is present near the north end of the property. The surrounding areas consist mainly of residential developments.

3.2 Subsurface Soil Conditions

Underlying a topsoil layer, the subsurface profile generally consists of medium stiff to soft silt with sand and sandy silt soils. For a more detailed description of the subsurface conditions, please refer to the logs provided in Appendix A.

3.3 Groundwater Conditions

The borings were observed while drilling and after completion for the presence and level of groundwater. Groundwater was encountered at approximately 10 feet while drilling and about 4 feet after drilling for the short duration the borings were allowed to remain open. These observations represent groundwater conditions at the time of the field exploration and may not be indicative of other times, or at other locations. Groundwater can be expected to fluctuate with

varying seasonal, weather and irrigation conditions. Evaluation of the factors that affect groundwater fluctuations is beyond the scope of this report.

3.4 Laboratory Test Results

The site soils were tested for grain size distribution (sieve analysis) and Atterberg Limits. Atterberg limits are a basic measure of the critical water contents of a fine-grained soils. The site soils encountered in the borings generally have low plasticity. Results are summarized below:

Location	Depth (ft)	USCS	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Gravel (%)	Sand (%)	Clay/Silt (%)
B-1	4.5	ML	NP	NP	NP	0.0	19.3	80.7
B-1	7.5	ML	NP	NP	NP	0.0	35.6	64.4
B-3	9.5	ML	NP	NP	NP	0.0	39.6	60.4

A sample of the silt soils was tested for consolidation/swell potential. The sample was allowed to consolidate under a confining pressure of 1,000 pounds per square foot (psf). Once consolidation under the surcharge load was complete, the sample was inundated with water and allowed to swell/collapse. After movement from the addition of water ceased, incremental loads were then applied to further consolidate the sample.

Consolidation/swell test results indicate that the fine-grained soils exhibit high to very high compressibility (See Consolidation Tests in Appendix B). Results are summarized below:

Location	Depth (ft)	Material	Dry Unit Weight (pcf)	Strain @ 2,000 psf (%)	Collapse(-)/Swell(+) (%)
B-1	7.5	ML	89	6.8	-

4.0 PRELIMINARY FINDINGS AND RECOMMENDATIONS

Excavations across the site will generally encounter medium stiff to soft, low plasticity silt soils. Depending on depth of excavations, groundwater will likely be encountered. It is anticipated that excavations for the proposed construction can be accomplished with conventional earthmoving equipment such as tractor mounted backhoes and tracked excavators.

Sandy silt soils were encountered at or near anticipated footing and slab elevations across the site. The site soils are expected to be highly compressible and potentially collapsible. Due to these conditions, deep foundations such as helical piers extending to more competent materials or rammed aggregate piers are potential options for structures on this site.

Another common foundation alternative based on the conditions described above is to utilize shallow spread footing foundations bearing on a zone of geotextile reinforced structural fill. Depth of structural fill varies with anticipated structural loading and subsurface conditions. An allowable bearing capacity for foundations bearing on structural fill generally ranges from 1,500 to 2,500

psf, depending on site specific subsurface conditions, foundation loading, and thickness of the structural fill zone. Regardless of the subsurface conditions, good surface drainage is important and should be maintained throughout the life of the structures.

It is anticipated that pavement subgrade soils will consist of silt soils which are typically considered poor materials for pavement support. Depending on anticipated traffic loads and subgrade strength parameters, subgrade stabilization may be required for pavement construction at the site.

A site-specific design level geotechnical investigation should be performed once specific project design information has been established.

5.0 LIMITATIONS

Recommendations contained in this report are based on our field explorations, laboratory tests, and our understanding of the proposed construction. The study was performed using a mutually agreed upon scope of work. It is our opinion that this study was a cost-effective method to evaluate the subject site and evaluate some of the potential geotechnical concerns.

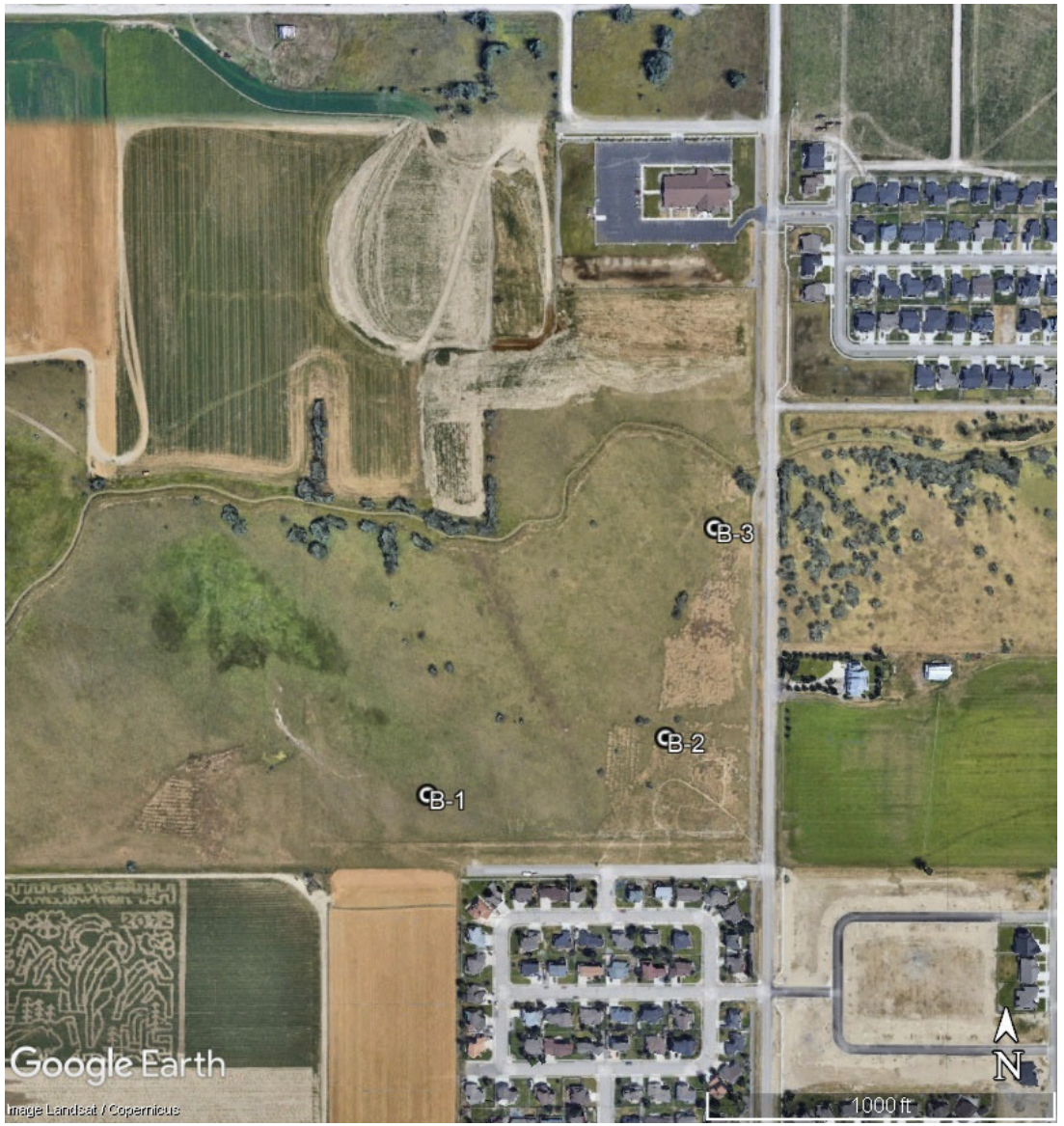
The soils data used in the preparation of this report were obtained from borings made for this investigation. It is possible that variations in soils exist between the points explored. The nature and extent of soil variations may not be evident until construction occurs.

This report may be used only by the Client and for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on- and off-site), or other factors including advances in man's understanding of applied science may change over time and could materially affect our findings. Therefore, this report should not be relied upon after 36 months from its issue. Rimrock Engineering should be notified if the project is delayed by more than 24 months from the date of this report so that a review of site conditions can be made, and recommendations revised if appropriate.

It is the Client's responsibility to see that all parties to the project including the designer, contractor, subcontractors, etc., are made aware of this report in its entirety. The use of information contained in this report for bidding purposes should be done at the Contractor's option and risk. Any party other than the Client who wishes to use this report shall notify Rimrock Engineering of such intended use. Based on the intended use of the report, Rimrock Engineering may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the Client or anyone else will release Rimrock Engineering from any liability resulting from the use of this report by any unauthorized party.

APPENDIX A

Field Exploration



Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101 Tel. (406) 294-8400

PROJECT NO. G22218

VICINITY/SITE MAP

COTTONWOOD PARK
54th Street West
Billings, Montana

N

BORING NUMBER B-1

Rimrock Engineering

CLIENT Land Design
PROJECT NAME Cottonwood Park
PROJECT NUMBER G22218
PROJECT LOCATION Billings, MT
DATE STARTED 12/28/22 **COMPLETED** 12/28/22
GROUND ELEVATION 100 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING 10.00 ft / Elev 90.00 ft
LOGGED BY C.B. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING 4.00 ft / Elev 96.00 ft

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(ML) SILT with SAND Light brown, medium stiff to soft, low plasticity, fine sand.										
			SPT	100	3-3-2 (5)			16				
5			SPT	100	0-1-2 (3)			27	NP	NP	NP	81
		(ML) SANDY SILT Light brown, soft, low plasticity, fine sand, silty sand lenses/layers.										
			ST	100			89	31	NP	NP	NP	64
10			SPT	100	2-2-2 (4)			25				
15												
20			SPT	100	2-1-2 (3)			25				

Bottom of borehole at 21.0 feet.

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 1/13/23 16:11 - G:\PROJECTS\2022\G22218.GPJ

BORING NUMBER B-2

Rimrock Engineering

CLIENT Land Design
PROJECT NAME Cottonwood Park
PROJECT NUMBER G22218
PROJECT LOCATION Billings, MT
DATE STARTED 12/28/22 **COMPLETED** 12/28/22
GROUND ELEVATION 100 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING 10.00 ft / Elev 90.00 ft
LOGGED BY C.B. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING 4.00 ft / Elev 96.00 ft

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(ML) SILT with SAND Light brown, medium stiff to soft, low plasticity, fine sand.										
5		(ML) SANDY SILT Light brown, soft, low plasticity, fine sand, silty sand lenses/layers.										
10			AU	100				25				
15			AU	100				26				
20		Bottom of borehole at 20.0 feet.										

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 1/13/23 16:11 - G:\PROJECTS\2022\G22218.GPJ

BORING NUMBER B-3

Rimrock Engineering

CLIENT Land Design
PROJECT NAME Cottonwood Park
PROJECT NUMBER G22218
PROJECT LOCATION Billings, MT
DATE STARTED 12/28/22 **COMPLETED** 12/28/22
GROUND ELEVATION 100 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING 10.00 ft / Elev 90.00 ft
LOGGED BY C.B. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING 4.00 ft / Elev 96.00 ft

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(ML) SILT with SAND Light brown, medium stiff to soft, low plasticity, fine sand.										
5		(ML) SANDY SILT Light brown, soft, low plasticity, fine sand, silty sand lenses/layers.	SPT	100	2-2-1 (3)			17				
10			SPT	100	1-1-2 (3)			30	NP	NP	NP	60
15			SPT	100	1-2-2 (4)			27				
20		Bottom of borehole at 20.0 feet.										

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 1/13/23 16:11 - G:\PROJECTS\2022\G22218.GPJ

KEY TO SYMBOLS

Rimrock Engineering

CLIENT Land Design **PROJECT NAME** Cottonwood Park

PROJECT NUMBER G22218 **PROJECT LOCATION** Billings, MT

LITHOLOGIC SYMBOLS
(Unified Soil Classification System)

ML: USCS Silt

MLS: USCS Sandy Silt

TOPSOIL: Topsoil

SAMPLER SYMBOLS

Auger Cuttings

Standard Penetration Test

Shelby Tube

WELL CONSTRUCTION SYMBOLS

ABBREVIATIONS

LL - LIQUID LIMIT (%)
PI - PLASTIC INDEX (%)
W - MOISTURE CONTENT (%)
DD - DRY DENSITY (PCF)
NP - NON PLASTIC
-200 - PERCENT PASSING NO. 200 SIEVE
PP - POCKET PENETROMETER (TSF)

TV - TORVANE
PID - PHOTOIONIZATION DETECTOR
UC - UNCONFINED COMPRESSION
ppm - PARTS PER MILLION

Water Level at Time Drilling, or as Shown

Water Level at End of Drilling, or as Shown

Water Level After 24 Hours, or as Shown

KEY TO SYMBOLS - GINT STD US LAB.GDT - 1/13/23 16:11 - G:\PROJECTS\2022\G22218.GPJ

APPENDIX B

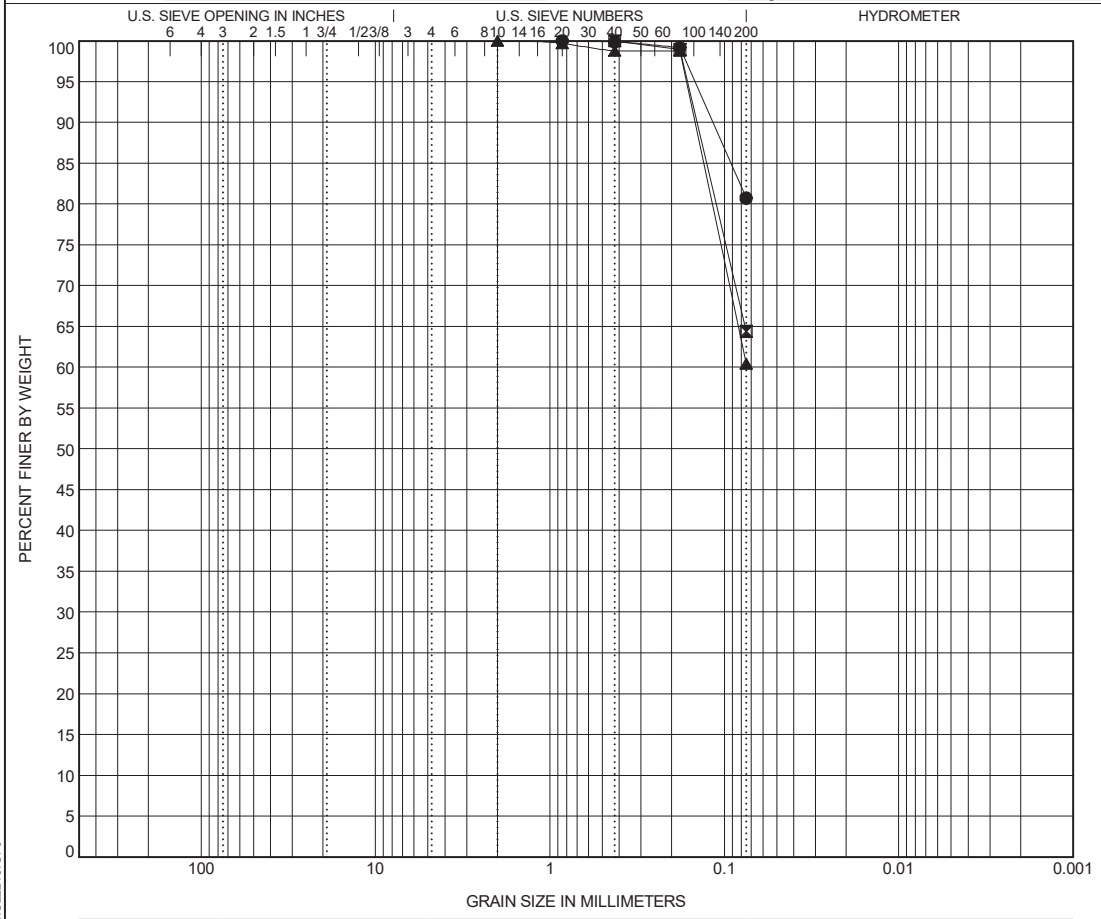
Laboratory Test Results

GRAIN SIZE DISTRIBUTION

Rimrock Engineering

CLIENT Land Design **PROJECT NAME** Cottonwood Park

PROJECT NUMBER G22218 **PROJECT LOCATION** Billings, MT



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BOREHOLE	DEPTH	Classification	LL	PL	PI	Cc	Cu
●	**B-1**	**4.5**	**SILT with SAND(ML)**	**NP**	**NP**	**NP**		
⊠	**B-1**	**7.5**	**SANDY SILT(ML)**	**NP**	**NP**	**NP**		
▲	**B-3**	**9.5**	**SANDY SILT(ML)**	**NP**	**NP**	**NP**		

	BOREHOLE	DEPTH	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	**B-1**	**4.5**	**0.85**				**0.0**	**19.3**	**80.7**	
⊠	**B-1**	**7.5**	**0.425**				**0.0**	**35.6**	**64.4**	
▲	**B-3**	**9.5**	**2**				**0.0**	**39.6**	**60.4**	

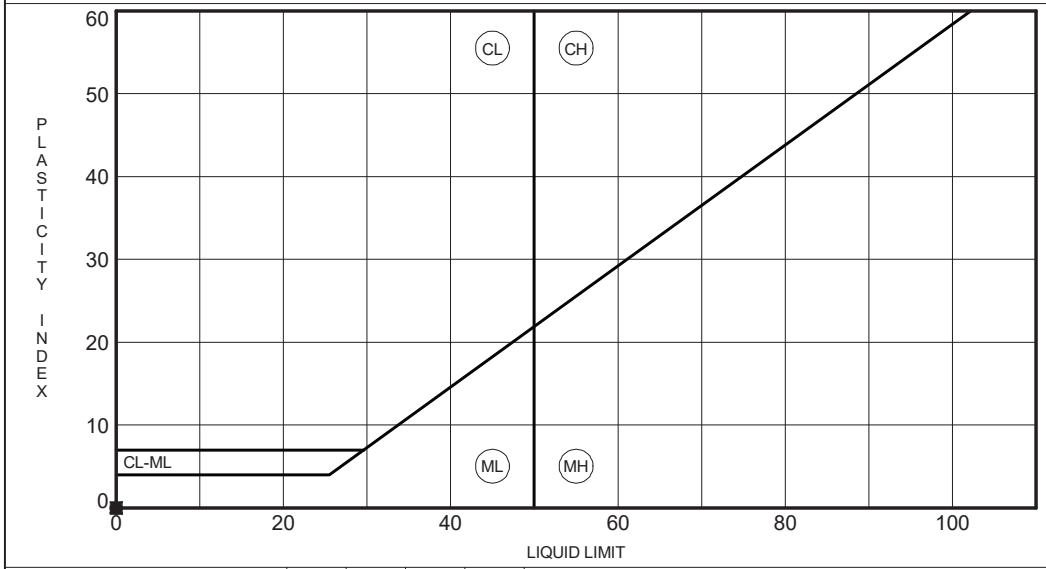
GRAIN SIZE - GINT STD US LAB.GDT - 1/13/23 16:00 - G:\PROJECTS\2022\G22218.GPJ

ATTERBERG LIMITS' RESULTS

Rimrock Engineering

CLIENT Land Design **PROJECT NAME** Cottonwood Park

PROJECT NUMBER G22218 **PROJECT LOCATION** Billings, MT



	BOREHOLE	DEPTH	LL	PL	PI	Fines	Classification
●	**B-1**	**4.5**	**NP**	**NP**	**NP**	**81**	**SILT with SAND(ML)**
⧓	**B-1**	**7.5**	**NP**	**NP**	**NP**	**64**	**SANDY SILT(ML)**
▲	**B-3**	**9.5**	**NP**	**NP**	**NP**	**60**	**SANDY SILT(ML)**

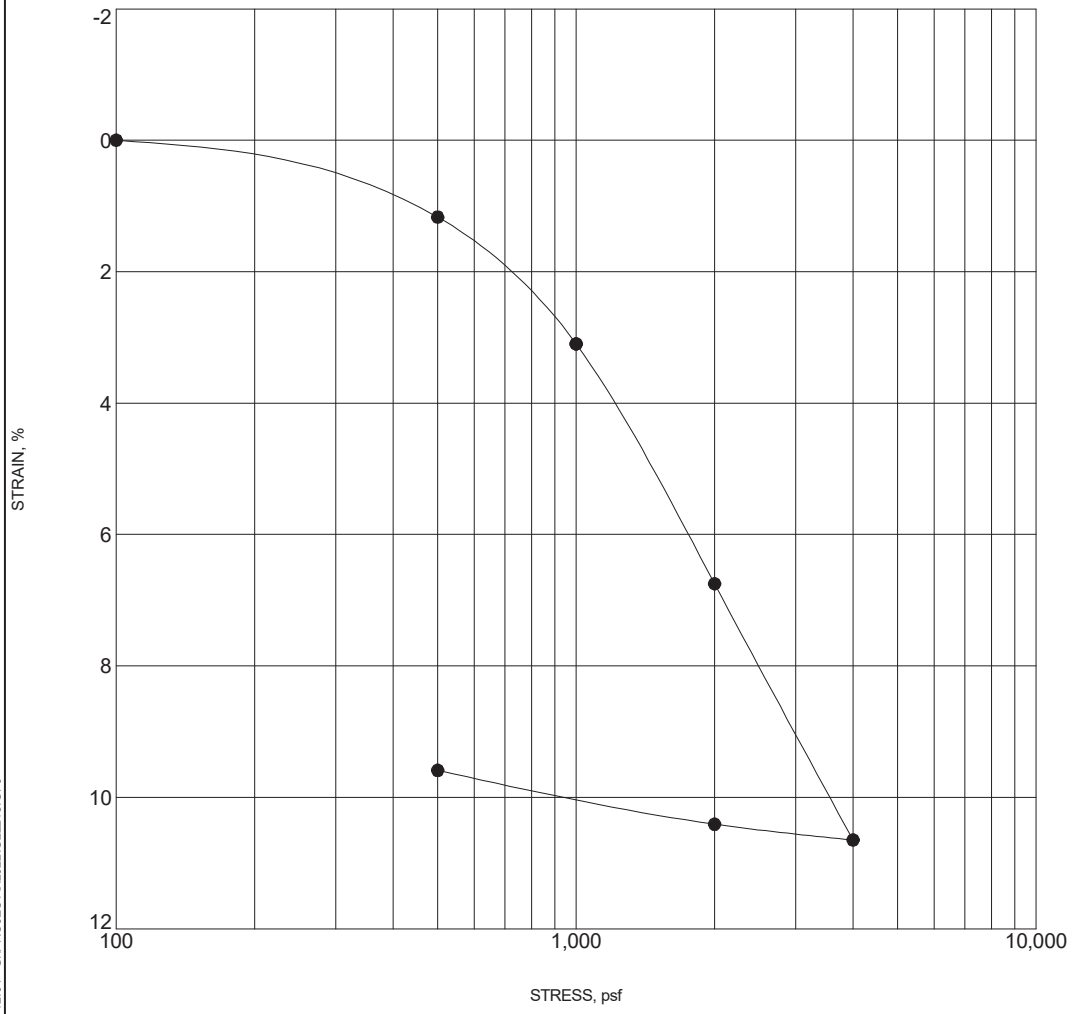
ATTERBERG LIMITS - GINT STD US LAB.GDT - 1/13/23 16:00 - G:\PROJECTS\2022\G22218.GPJ

CONSOLIDATION TEST

Rimrock Engineering

CLIENT Land Design **PROJECT NAME** Cottonwood Park

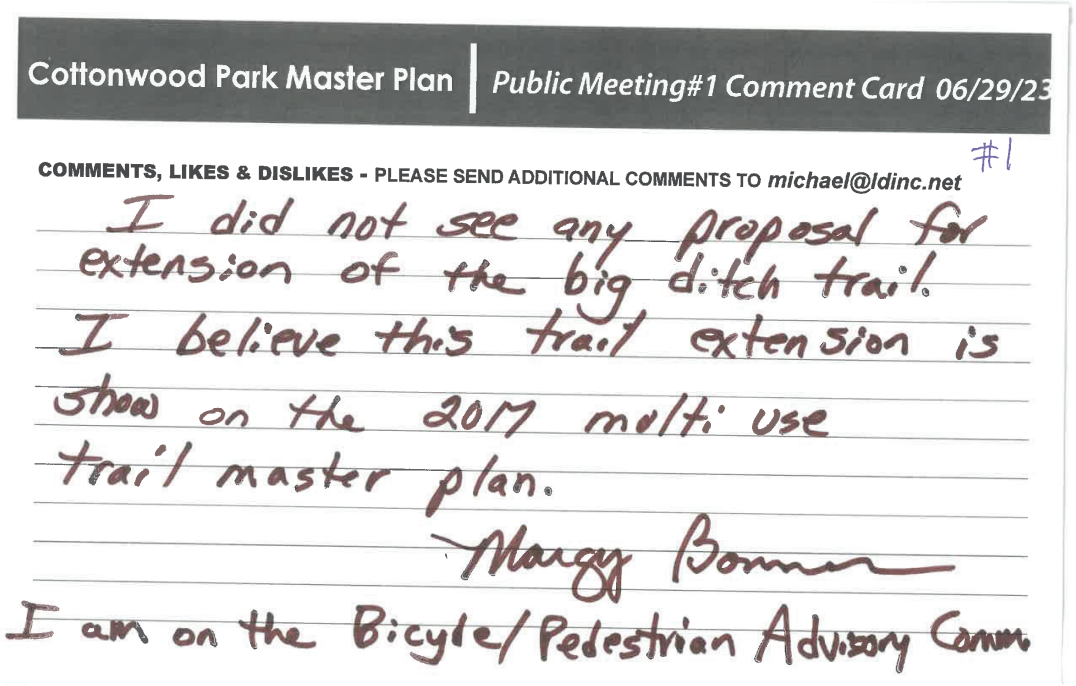
PROJECT NUMBER G22218 **PROJECT LOCATION** Billings, MT



	BOREHOLE	DEPTH	Classification	γ_d	MC%
●	**B-1**	**7.5**	**SANDY SILT(ML)**	**89**	**31**

CONSOL STRAIN - GINT STD US LAB.GDT - 1/16/23 12:04 - G:\PROJECTS\2022\G22218.GPJ

Public Feedback



Cottonwood Park Master Plan | Public Meeting#1 Comment Card 06/29/23

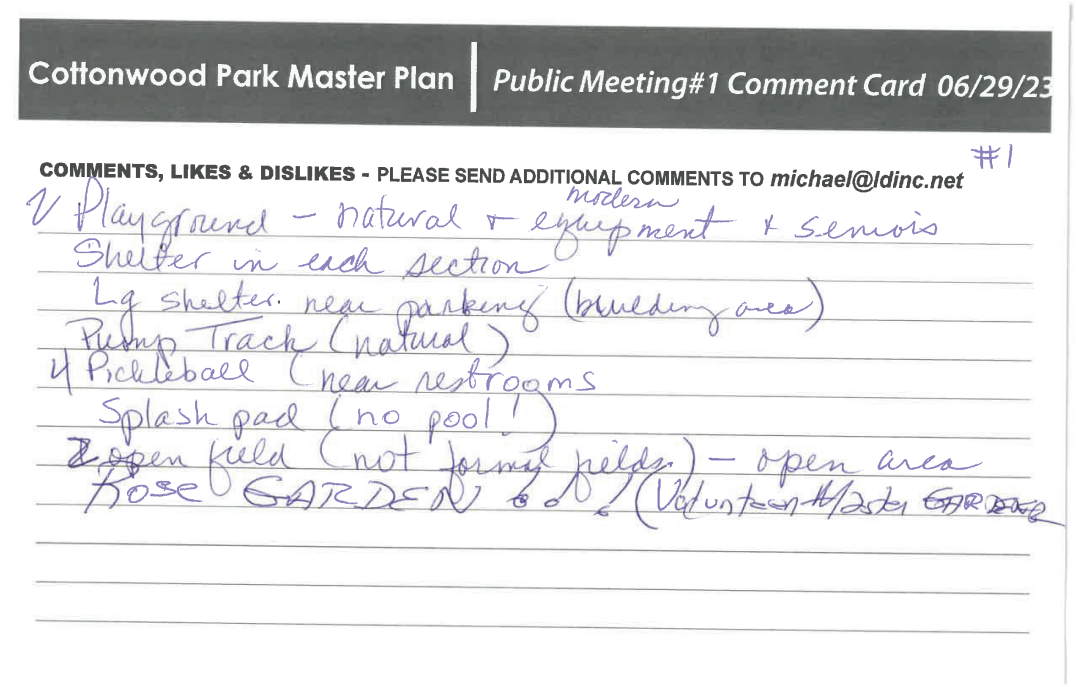
#1

COMMENTS, LIKES & DISLIKES - PLEASE SEND ADDITIONAL COMMENTS TO michael@ldinc.net

I did not see any proposal for extension of the big ditch trail. I believe this trail extension is shown on the 2017 multi use trail master plan.

Margy Bonner

I am on the Bicyle/Pedestrian Advisory Comm.



Cottonwood Park Master Plan | Public Meeting#1 Comment Card 06/29/23

#1

COMMENTS, LIKES & DISLIKES - PLEASE SEND ADDITIONAL COMMENTS TO michael@ldinc.net

✓ Playground - natural + modern equipment + Seniors
Shelter in each section
Lg shelter near parking (building area)
Pump Track (natural)
4 Pickleball (near restrooms
Splash pad (no pool!)
Open field (not formal fields) - open area
Rose GARDEN (Volunteer H/Sat GARDEN)

Cottonwood Park Master Plan | *Public Meeting#1 Comment Card 06/29/23*

COMMENTS, LIKES & DISLIKES - PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

#3

Pump Track

or Some Kind of Bike

Park

Cottonwood Park Master Plan | *Public Meeting#1 Comment Card 06/29/23*

COMMENTS, LIKES & DISLIKES - PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

#5

1. Dog Park would be smaller than 2 Ac. Maybe ¾-1 acre
2. Covered Amps-theater - eg. St Johns, Riverfront Park @ Richland WA
3. Keep Natural Area "Natural" Eg Norm's Island

Cottonwood Park Master Plan | *Public Meeting#1 Comment Card 06/29/23*

COMMENTS, LIKES & DISLIKES - PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net* #5

Pump Track Please !!

Cottonwood Park Master Plan | *Public Meeting#1 Comment Card 06/29/23*

COMMENTS, LIKES & DISLIKES - PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net* #5

POOL + LAZY RIVER

PUMP TRACK !

Cottonwood Park Master Plan | *Public Meeting#2 Comment Card* 08/10/23

COMMUNITY POOL? - (Y)/N [yes]

PREFERRED PLAN CONCEPT - PLEASE RANK EACH PLAN IN PREFERENCE FROM 1 TO 3. (1=BEST 3=WORST)

CONCEPT 1 - [2] **CONCEPT 2 -** [1] ★★★ **CONCEPT 3 -** [3]

INCLUDE SPECIFIC PLAN PREFERENCES IN COMMENT LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

I love the amenities being close together and central
I love the informal amphitheatre option so kids can just play, roll, & sled
A pool would be great, even better if indoors and year round like a nice YMCA or the Provo Rec Center in Utah

1

Cottonwood Park Master Plan | *Public Meeting#2 Comment Card* 08/10/23

COMMUNITY POOL? - Y/N [ ] ?

PREFERRED PLAN CONCEPT - PLEASE RANK EACH PLAN IN PREFERENCE FROM 1 TO 3. (1=BEST 3=WORST)

CONCEPT 1 - [ ] **CONCEPT 2 -** [✓] **CONCEPT 3 -** [ ]

INCLUDE SPECIFIC PLAN PREFERENCES IN COMMENT LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

Move dog park to SE corner)

2

Cottonwood Park Master Plan | *Public Meeting#2 Comment Card* 08/10/23

COMMUNITY POOL? - Y/N [N] splash pad yes

PREFERRED PLAN CONCEPT - PLEASE RANK EACH PLAN IN PREFERENCE FROM 1 TO 3. (1=BEST 3=WORST)

CONCEPT 1 - [ ] **CONCEPT 2 -** [ ] **CONCEPT 3 -** [X]

INCLUDE SPECIFIC PLAN PREFERENCES IN COMMENT LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

3

Cottonwood Park Master Plan | *Public Meeting#2 Comment Card* 08/10/23

COMMUNITY POOL? - Y/N [Y]

PREFERRED PLAN CONCEPT - PLEASE RANK EACH PLAN IN PREFERENCE FROM 1 TO 3. (1=BEST 3=WORST)

CONCEPT 1 - [ ] **CONCEPT 2 -** [X] **CONCEPT 3 -** [ ]

INCLUDE SPECIFIC PLAN PREFERENCES IN COMMENT LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

4

Cottonwood Park Master Plan | *Public Meeting#2 Comment Card* 08/10/23

COMMUNITY POOL? - Y/N [N] Splashpad

PREFERRED PLAN CONCEPT - PLEASE RANK EACH PLAN IN PREFERENCE FROM 1 TO 3. (1=BEST 3=WORST)

CONCEPT 1 - [3] **CONCEPT 2 -** [1] **CONCEPT 3 -** [2]

INCLUDE SPECIFIC PLAN PREFERENCES IN COMMENT LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

we going to hear issue. Plan looks like it will take 10+ years to develop, even w/ pending levy. Need to be realistic.

5

Cottonwood Park Master Plan | *Public Meeting#2 Comment Card* 08/10/23

COMMUNITY POOL? - Y/N [5] + maybe (splash pad good)

PREFERRED PLAN CONCEPT - PLEASE RANK EACH PLAN IN PREFERENCE FROM 1 TO 3. (1=BEST 3=WORST)

CONCEPT 1 - [3] **CONCEPT 2 -** [1] **CONCEPT 3 -** [2]

INCLUDE SPECIFIC PLAN PREFERENCES IN COMMENT LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

#2 Dog park (high maint.) should be either smaller or not at all if smaller - put in SE section by pump track.
Restrooms needed in Nature Area & courts area.
Keep small shelters from Dog Park in the Nature Area
Maybe increase # of Basketball courts by one? & reduce Beach Volleyball areas and/or Pickle Ball areas.
Keep ponds & trails in Nature Area.

6

Cottonwood Park Master Plan | *Public Meeting#2 Comment Card* 08/10/23

COMMUNITY POOL? - Y/N [?] Maybe start with a splash pad.

PREFERRED PLAN CONCEPT - PLEASE RANK EACH PLAN IN PREFERENCE FROM 1 TO 3. (1=BEST 3=WORST)

CONCEPT 1 - [ ] **CONCEPT 2 -** [ ] **CONCEPT 3 -** [X]

INCLUDE SPECIFIC PLAN PREFERENCES IN COMMENT LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

1. Might move basketball courts closer to SW parking area. Also need toilets in this activity area
2. I like the circular layout of paths in concept 2
3. Add small picnic shelters and some internal paths in the natural area
4. Natural area could include a pond & toilets at the parking area (NE)

7

Cottonwood Park Master Plan | *Public Meeting#3 Comment Card* 09/07/23

DOG PARK? - Y/N [Y]

1

INCLUDE PLAN PREFERENCES & COMMENTS IN LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

I would like to see indoor courts as the season is so short.

Cottonwood Park Master Plan | *Public Meeting#3 Comment Card* 09/07/23

DOG PARK? - Y/N [N] not necessary – dog stations would be good.

2

INCLUDE PLAN PREFERENCES & COMMENTS IN LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

Cottonwood Park Master Plan | *Public Meeting#3 Comment Card* 09/07/23

DOG PARK? - Y/N [Y] - a small one

INCLUDE PLAN PREFERENCES & COMMENTS IN LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

3

I think it's a nice plan, and I love the pond/nature area on the north end.
less parking or moving some of the parking to Colton to minimize the amount of interior asphalt would be a benefit. Thank you!

Cottonwood Park Master Plan | *Public Meeting#3 Comment Card* 09/07/23

DOG PARK? - Y/N [X] NOT NECESSARY DOG STATIONS

INCLUDE PLAN PREFERENCES & COMMENTS IN LINES BELOW.
PLEASE SEND ADDITIONAL COMMENTS TO *michael@ldinc.net*

4

COTTONWOOD PARK

MASTER PLAN 2024

Prepared by

LAND DESIGN

www.landdesigninc.net • 406.655.3550

In association with

GreatWest ENGINEERING

RESOLUTION 24-_____

A RESOLUTION ADOPTING AN UPDATED MASTER PLAN FOR THE DEVELOPMENT OF COTTONWOOD PARK

WHEREAS, the public interest requires the creation of an updated Master Plan for Cottonwood Park, a Community Park, to control and limit development in accordance with the needs of the community, the limitations and constraints of the park site, and with improvements suited to and appropriate for this Community Park.

WHERTEAS, it is in the public interest and necessary that the current and future development of park shall conform to the adopted master plan; and

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

1. *Master Plan*. The master plan update for Cottonwood Park presented for adoption and attached as Exhibit "A" is the official Master Plan for the park.

2. *General Character of Improvements Provided for by the Plan*. The general character of the improvements are intended to balance the recreational opportunities, open space, neighborhood needs and special events hosted at the park which is located North of Colton Blvd. and West of 54th Street West. The purpose of the plan is to guide development and maintenance of the park and its facilities.

3. *Changes.* Proposed improvements not part of the adopted plan shall not be installed unless a new master plan is adopted through the normal park planning process that finds that the proposed improvement as described above can be incorporated as part of and "amended" park master plan to be presented for adoption at the time.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, this day of July 22nd, 2024.

City of Billings

BY._____

William Cole, Mayor

Attest:

BY:_____

Denise Bowman, City Clerk

COTTONWOOD PARK

MASTER PLAN **2024**

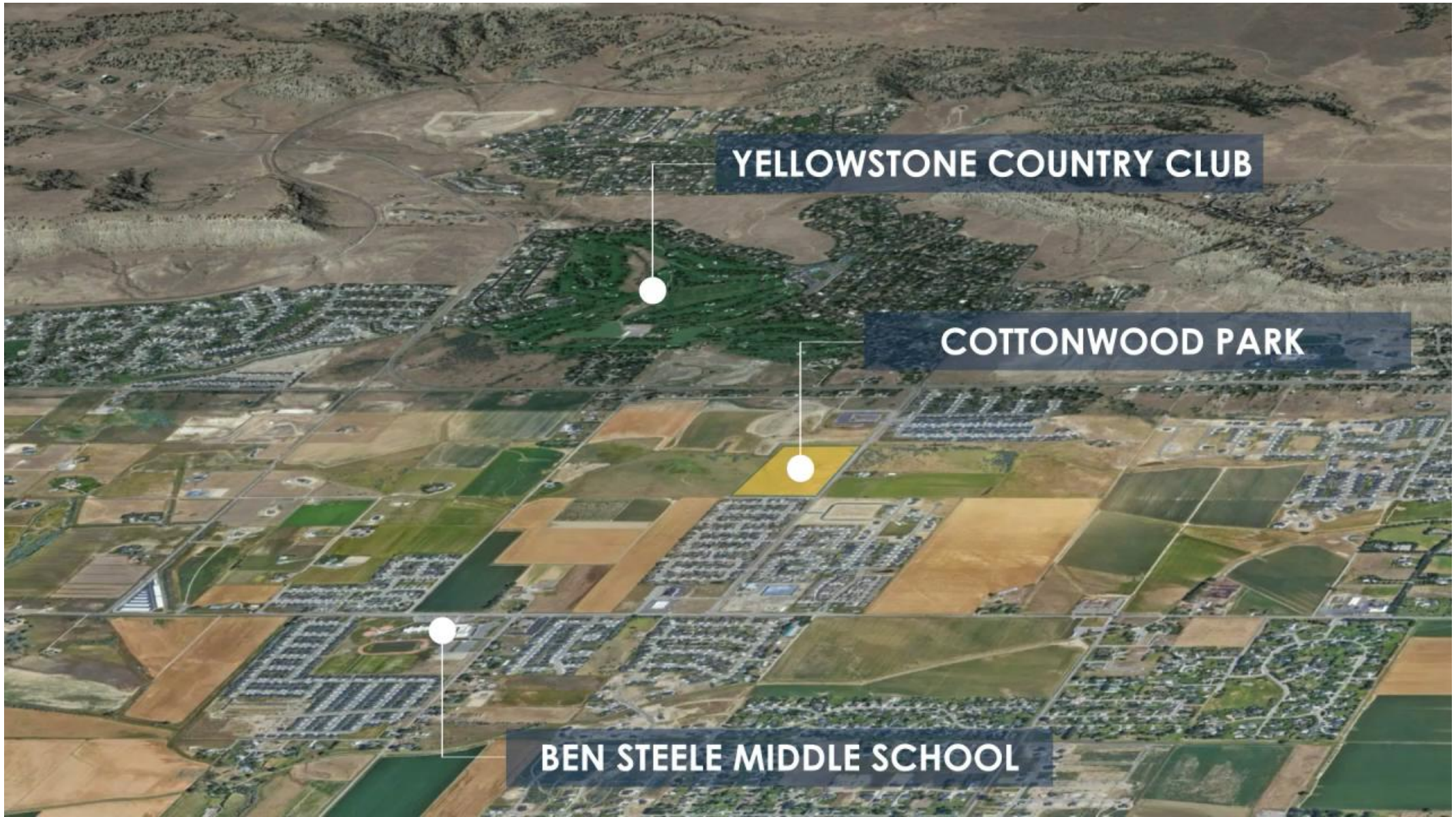
LAND DESIGN

Billings PARKS AND RECREATION

COTTONWOOD PARK COMMUNITY CONTEXT

COTTONWOOD PARK SITE CONTEXT

COTTONWOOD PARK SITE CONTEXT



COTTONWOOD PARK SITE CONTEXT

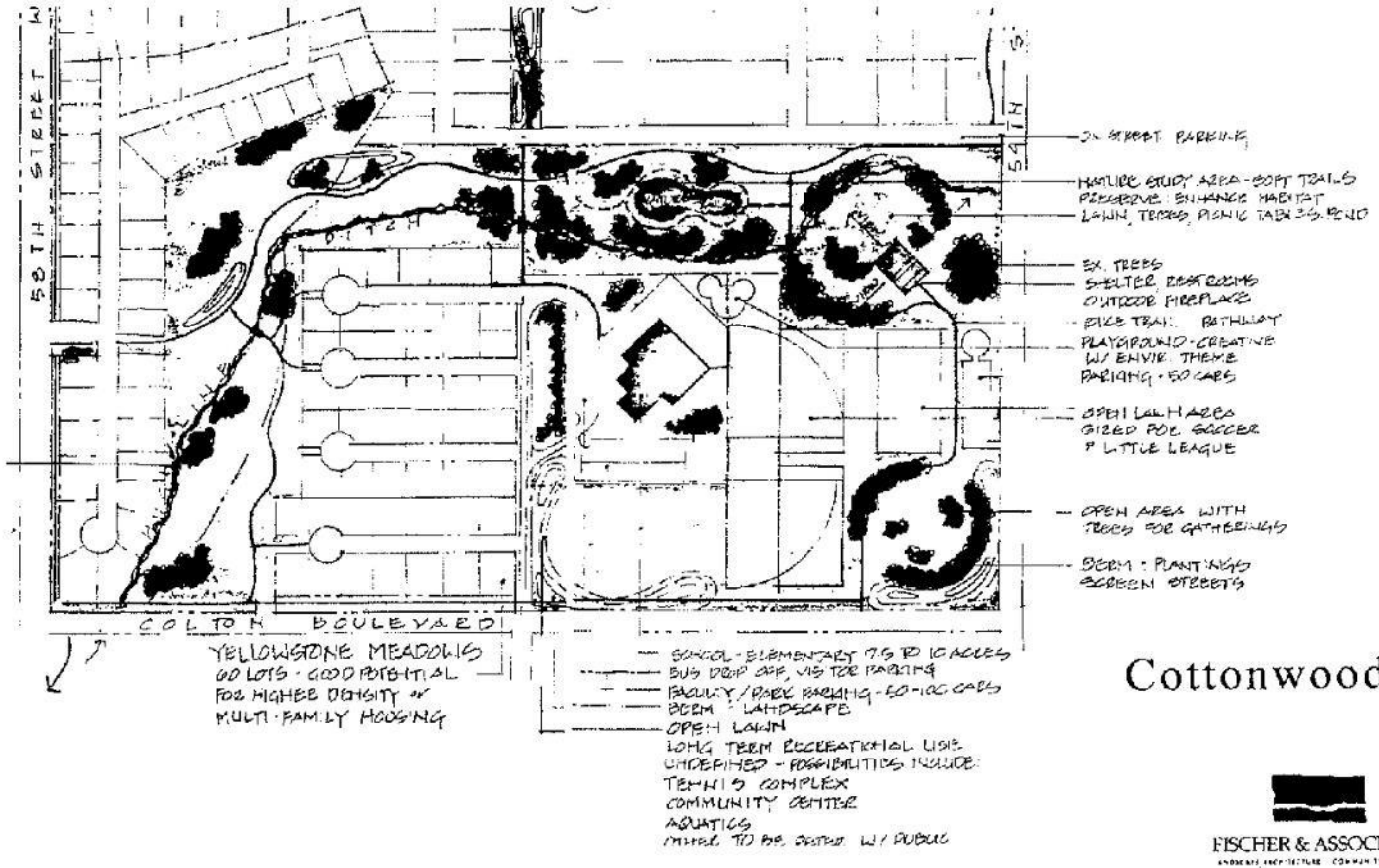
HISTORY

- PROPERTY DONATED BY FORBES FAMILY
- PROPERTY BECAME CITY PARK IN 2002
- 38 ACRE PARCEL

PARK VISION:

"A MULTI-FUNCTIONAL COMMUNITY PARK SUITABLE FOR CASUAL PLAY, PICNICKING, CONCERTS, STROLLING, COMMUNITY EVENTS AND THE LIKE."

PROPERTY DONATION



Cottonwood Park

FISCHER & ASSOCIATES

PROPERTY DEDICATION

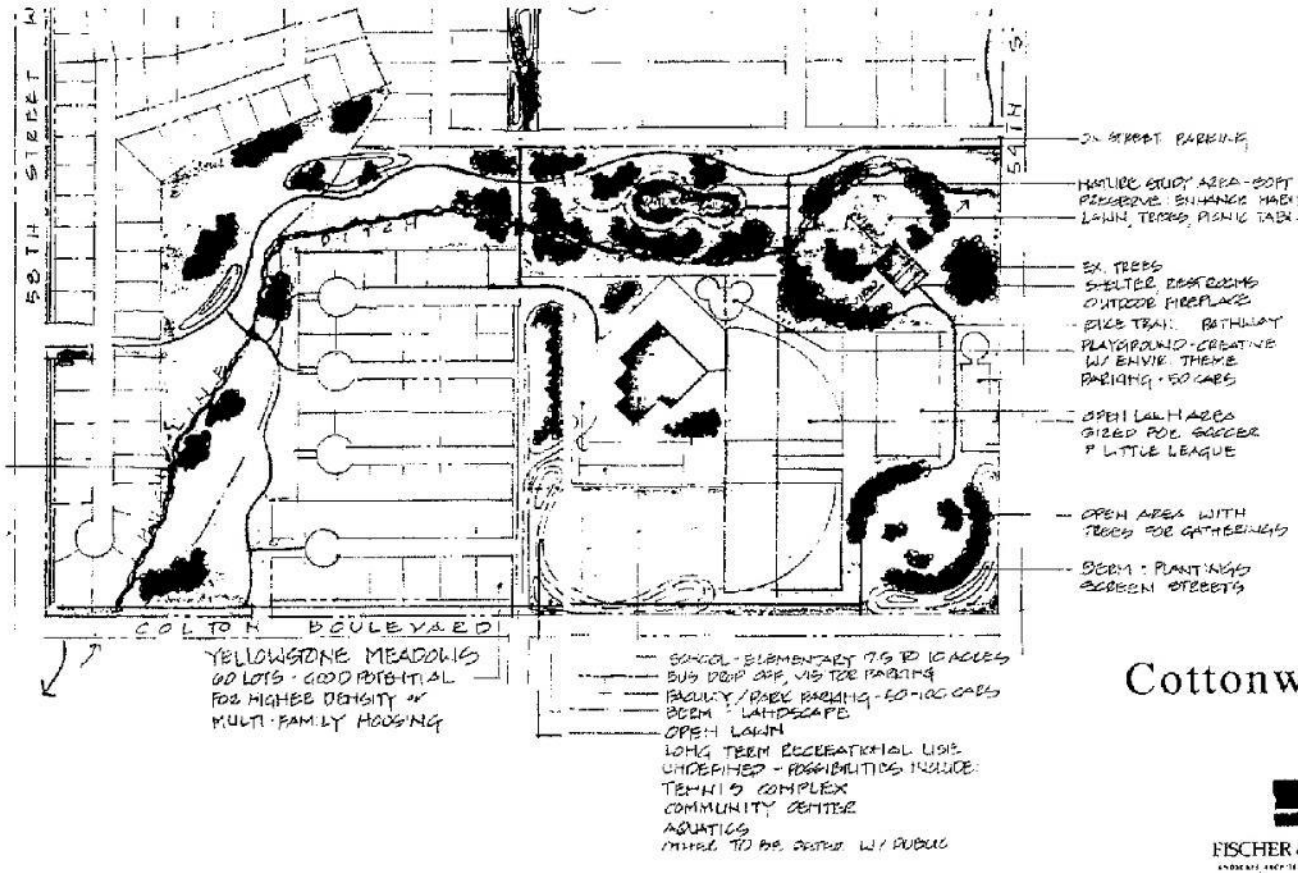
PROGRAM REQUIREMENTS & DESIRED IMPROVEMENTS

REQUIREMENTS

- TURF GRASS
- ABUNDANCE OF TREES
- CHILDREN'S PLAYGROUND EQUIPMENT
- RESTROOM FACILITIES
- PICNIC TABLES
- OPEN SPACE FOR DIVERSE ACTIVITIES
- ONE LARGE PICNIC SHELTER

RESTRICTIONS

- SPORTS COMPLEX
- POLICE STATION
- FIRE STATION
- MAINTENANCE (EXCEPT FOR PARK OPERATION)

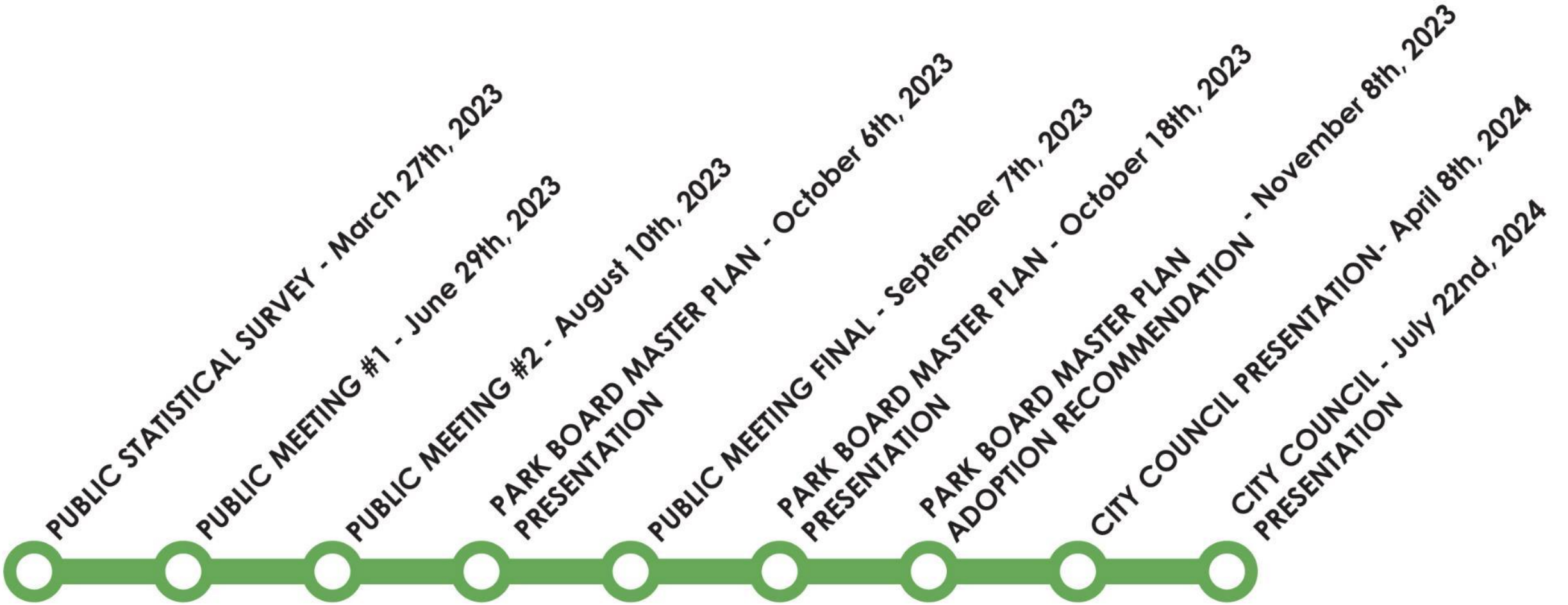


Cottonwood Park

FISCHER & ASSOCIATES

COTTONWOOD PARK

PUBLIC PROCESS TIMELINE



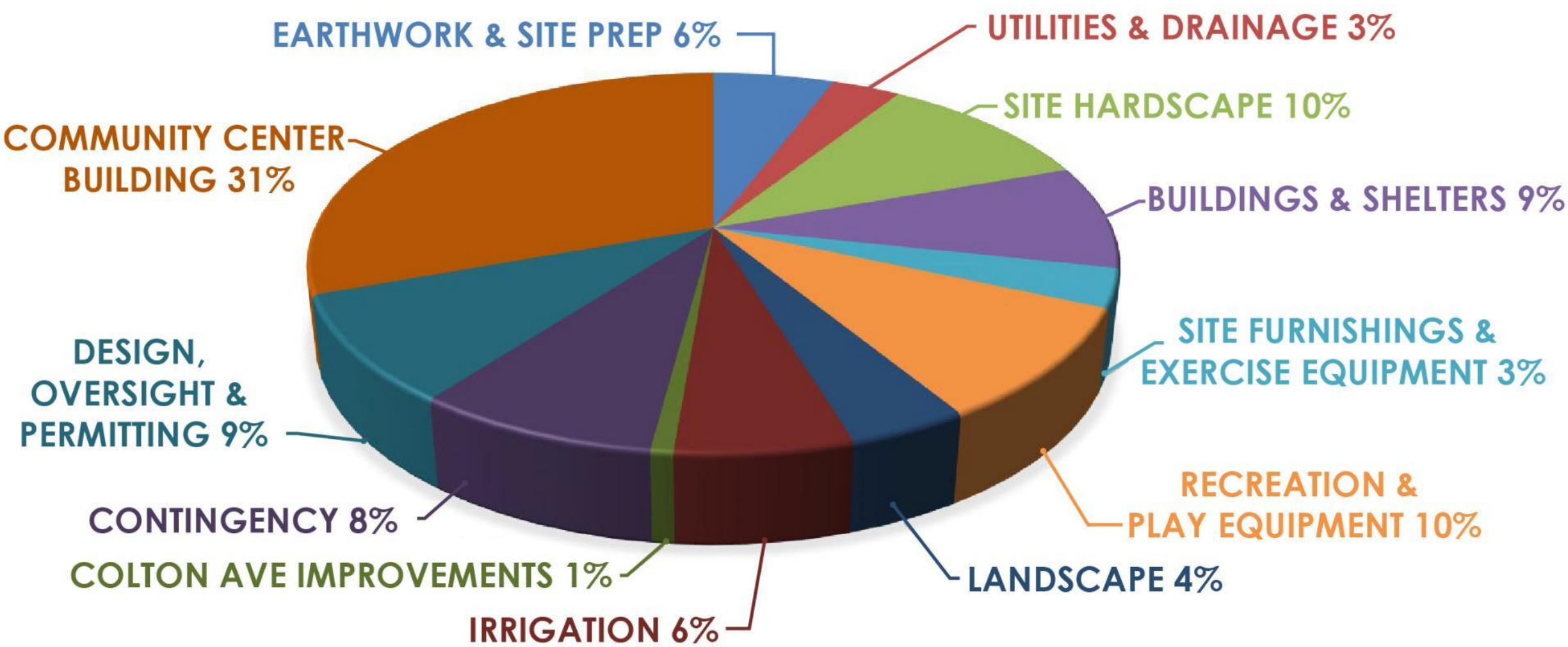
COTTONWOOD PARK FINAL MASTER PLAN

PLAN FEATURES

TURF AREA:	20 ACRES
MEMORIAL POND:	0.75 ACRES
PARKING LOT:	227 SPACES
SMALL SHELTERS:	11
PAVED TRAILS:	13,900 LINEAR FEET
GRAVEL TRAILS:	900 LINEAR FEET
COMMUNITY CENTER:	24,000 SF
PICKLEBALL COURTS:	8
BASKETBALL COURTS:	2
TENNIS COURTS:	5
LARGE PLAYGROUND:	30,000 S.F.
DOG PARK:	3.3 ACRES

ESTIMATED COST RANGE:
$25,000,000 - $30,000,000

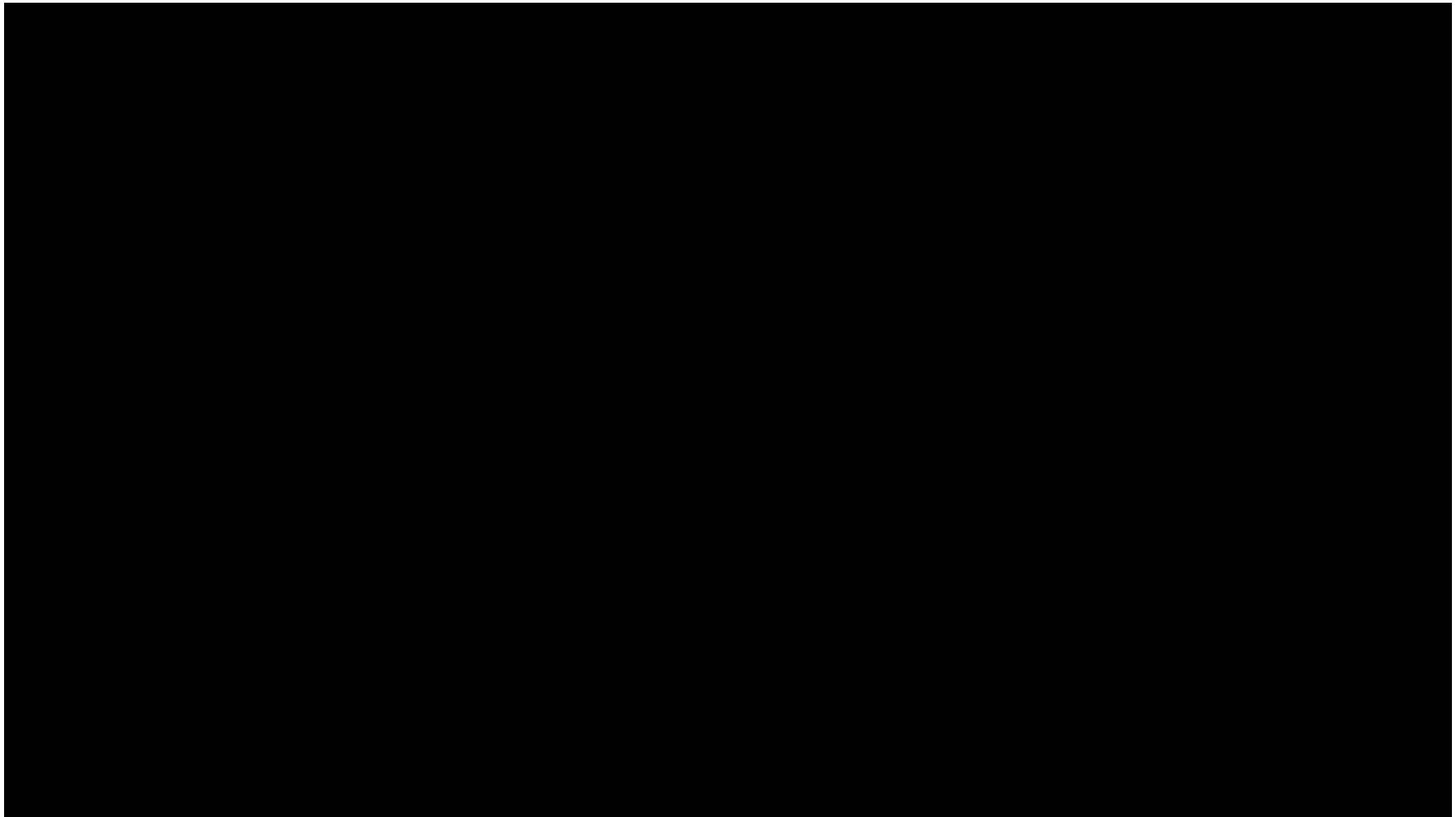
COTTONWOOD PARK COST ESTIMATE



TOTAL ESTIMATED COST $25,000,000 - $30,000,000

COTTONWOOD PARK

3D RENDERING



COTTONWOOD PARK

MASTER PLAN **2024**

LAND DESIGN

Billings PARKS AND RECREATION

City Council Regular

Date:	07/22/2024
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 judges.

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

During the June 24, 2024, Regular Business meeting, Council voted 4-5 in opposition to approving the proposed resolution. Councilmember Aspenlieder and Tidswell were absent from the vote. During the July 8, 2024, Regular Business Meeting, Councilmember Boyett made a motion to reconsider, seconded by Councilmember Aspenlieder, which was approved 7-4, to place this matter on the July 22, 2024, agenda for reconsideration and a new vote.

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 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.

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 24th day of June, 2024.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	07/22/2024
Title:	Budget and Employee Pay (CM Kennedy)
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION
See Attachment.

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

ALTERNATIVES
City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS
N/A

Attachments

Councilmember Kennedy's Initiative

Council Initiative #1

By Councilman Kennedy

Addressing: Budget and employee pay

Currently the City Council approves the percentage asked and the lump sum is allocated to the City Administrator for distribution. The raises are discretionary, and the council does not have a say in the process. The whole process lacks transparency and an overall plan.

Currently the upper 20 directors and asst. directors were given a substantial raise from a salary study and tweaked by HR and city administrator. The structure was not brought before the council and only until labor negotiations were the council members aware.

The 5% salary approved will go to the city administrator for allocations. The plan was not a 5% raise for employees, but a lump sum given and used in a rate study not seen by the council.

Longevity has been given for many years in the city. The city administrator has decided to eliminate this and increase the salaries of some employees. This is not approved by the council.

Steps in this initiative:

1. City Administrator to provide the salary study and changes to the council members.
2. The city administrator provides the 3 year progression of raises to the top 20 administrative salaries to the council.
3. The plan for the distribution of the 5% lump sum approved in the budget.
4. Transparency to the employees and the council.
5. The Budget committee will start with salary budget discussions during the year of budgeting.
6. This process should be shared with the council.
7. Public dollars should be transparent.
8. For transparency: all salaries published in budgets.