****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."

CITY COUNCIL
REGULAR BUSINESS MEETING
SEPTEMBER 9, 2024

CLOSED EXECUTIVE SESSION BEGINS AT 4:30 P.M.
WORK SESSION BEGINS AT 5:30 P.M.

COUNCIL CHAMBERS

CALL TO ORDER: Mayor Cole

CLOSED EXECUTIVE SESSION - LITIGATION UPDATE (4:30 PM - 5:30 PM)

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Joy

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

MINUTES:

- August 12, 2024
- August 26, 2024

COURTESIES:

PROCLAMATIONS: Suicide Prevention Day - September 9, 2024

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

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

1. CONSENT AGENDA -- Separations:

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

1.

Name	Board/Commission	Term		
			Begins	Ends
1	No Applications	Community Development Board - Low Mod*	09/09/24	12/31/26
2	No Applications	Community Development Board*	09/09/24	12/31/26
3	Joe Studiner	Tourism BID	10/01/24	10/01/28
4	Jase Muri	Tourism BID	10/01/24	10/01/28

*1 Unexpired term of Valerie Courtney
*2 Unexpired term of Jenna Martin

B. Bid Awards:

1. **W.O. 19-42: West End Water Treatment Plant Transmission Main, Phase 1.** (Opened 8/20/24) Recommend Askin Construction.
2. **W.O. 24-08: Hesper Sewer, Shiloh Road to South 48th Street West.** (Opened 8/6/24) Recommend COP Construction.

C. **Purchase of 2025 Grapple Truck;** Recommend SWS Equipment, LLC.

D. **Amendment No. 1,** Professional Engineering Services Contract with Performance Engineering, LLC, for W.O. 24-38, Wicks Lane Storm Improvements.

E. **Behavioral Health Systems for Future Generations Grant.**

F. **Airport's Updated Disadvantaged Business Enterprise (DBE) Program.**

G. **Annexation Agreement** with Department of Military Affairs.

H. **Downtown Revolving Loan** to Old Billings Hardware Development Venture, LP.

I. **Second/Final Reading Ordinance** for Zone Change 1051, 122 N. 12th Street. *Quasi-Judicial

J. **Second/Final Reading Ordinance** for Zone Change 1053, 1529 S. Billings Blvd. *Quasi-Judicial

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

1. August 5, 2024
2. August 12, 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 RESOLUTIONS** allocating assessments on the following:

a. **SID 1421**

b. **SID 1422**

c. **SID 1425**

d. **SID 1426**

e. **SID 1427**

f. **SID 2926**

g. **SID 2927**

Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve resolutions allocating assessments on SID 1421, SID 1422, SID, 1425, SID 1426, SID 1427, SID 2926 and SID 2927, as recommended by staff.

3. **PUBLIC HEARING AND RESOLUTION** setting annual levies on General Fund, Transit, Library, Public Safety I, II, III, and General Obligation Debt. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution setting annual levies on General Fund, Transit, Library, Public Safety I, II, III, and General Obligation Debt, as recommended by staff.

4. **PUBLIC HEARING AND RESOLUTION** assessing Road Maintenance District No. 6. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution assessing Road Maintenance District No. 6, as recommended by staff.

5. **PUBLIC HEARING AND RESOLUTION** assessing Weed Abatements. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution assessing Weed Abatements, as recommended by staff.

6. **PUBLIC HEARING AND RESOLUTION** setting annual Park Maintenance Districts (PMDs) assessments for FY25. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution setting annual Park Maintenance Districts (PMDs) assessments for FY25, as recommended by staff.

7. **PUBLIC HEARING AND RESOLUTION** revising and assessing Encroachment Rental fees. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution revising and assessing Encroachment Rental fees, as recommended by staff.

8. **PUBLIC HEARING AND RESOLUTION** setting Special Improvement Lighting Maintenance District (SILMD) assessments. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution setting Special Improvement Lighting Maintenance District (SILMD) assessments, as recommended by staff.

9. **PUBLIC HEARING AND RESOLUTION** assessing Sidewalk Construction and/or Repairs. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution assessing Sidewalk Construction and/or Repairs, as recommended by staff.

10. **PUBLIC HEARING AND RESOLUTION** approving and adopting FY2024 Budget Amendments. Staff recommends approval.

    Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution approving and adopting a resolution for FY2024 budget amendments, as recommended by staff.

11. **PUBLIC HEARING AND RESOLUTION** creating the City of Billings Planning Commission to comply with the Montana Land Use Planning Act (MLUPA). Staff recommends approval.

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

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

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

~ ~ ~

City Council Regular
Date: 09/09/2024
Title: Boards & Commissions Appointments
Presented by: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

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

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Community Development Board - Low Mod*	09/09/24	12/31/26
2	No Applications	Community Development Board*	09/09/24	12/31/26
3	Joe Studiner	Tourism BID	10/01/24	10/01/28
4	Jase Muri	Tourism BID	10/01/24	10/01/28

*1 Unexpired term of Valerie Courtney
*2 Unexpired term of Jenna Martin

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to a resignation or unfilled vacancy.

STAKEHOLDERS
N/A

ALTERNATIVES
Council may:

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

FISCAL EFFECTS
The proposed action has no financial impact.

City Council Regular

Date:	09/09/2024
Title:	W.O. 19-42: West End Water Treatment Plant Transmission Main, Phase 1, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council award a construction contract for the W.O. 19-42: West End Water Treatment Plant Transmission Main, Phase 1 to Askin Construction, LLC. in the amount of $1,874,960.

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

The W.O. 19-42: West End Water Treatment Plant (WEWTP) Transmission Main will deliver treated water from the future WEWTP to the City's distribution system at the intersection of King Avenue West and South 44th Street West. Construction will be phased, since Phase 2 and 3 of the transmission main pass through the City's reservoir property, and reservoir design is still being developed.

Phase 1 of the project under current consideration would extend approximately 2,570 feet of 36-inch diameter ductile iron water main south from King Avenue West to just beyond Hogans Slough, along 44th Street West. Phase 1 is not located on the reservoir site and is, therefore, unaffected by the reservoir design.

This project was advertised on July 19, July 26, August 2, August 9, and August 16 in the *Yellowstone County News*, QuestCDN and the City's website. Bids were opened on August 20, 2024. Three bids were received. Staff reviewed the bids, and they are under the Engineer's Estimate for project. Askin Construction, LLC. submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Approve W.O. 19-42: West End Water Treatment Plant Transmission Main, Phase 1 award to Askin Construction in the amount of $1,874,960.00; or,
- Not approve the award of a contract. If the project is not awarded, water produced by the WEWTP will not be able to be delivered to the City's distribution system.

FISCAL EFFECTS

Contractor	Total Bid
Askin Construction	$1,874,960.00
COP Construction	$2,110,766.00
Western Municipal Construction	$2,317,463.00

The Zone 3 Water Main transmission project, including this phase, was budgeted in FY25 using Water Funds in the amount of $4,000,000. The remaining budget will be used to construct the remainder of the pipeline and for construction engineering services. There is an adequate budget to award the project.

City Council Regular

Date: 09/09/2024
Title: W.O. 24-08: Hesper Sewer - Shiloh Road to South 48th Street West, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends City Council award a contract to COP Construction for W.O. 24-08: Hesper Sewer - Shiloh Road to South 48th Street West, Schedules 1 and 2A, in the amount of $2,063,293.

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

W.O. 24-08: Hesper Sewer - Shiloh Road to South 48th Street West (the project) will install a 24-inch diameter sanitary sewer pipe, sewer service stubs, and other appurtenances associated with the sanitary sewer, along Hesper Road between South 48th Street West and Shiloh Road. The immediate need for the project is to ensure a sewer conveyance system is available to the West End Water Treatment Plant (WEWTP) when it comes online.

This section of the sanitary sewer system was evaluated as part of the 2020 Wastewater Master Plan update, completed by Morrison-Maierle, Inc., and is sized according to future service area population projections. The service area extends from Shiloh Road to South 72nd Street West. The project to be awarded will extend beyond the WEWTP far enough through the City property so that future reservoir and water piping systems are not impacted by future sewer main extensions. Staff bid two alternates for a portion of the project, Schedules 2A and 2B to determine if there would be a significant cost savings with Alternate 2B. Alternate 2B is an alignment jogging out of Hesper Road requiring fill and an additional approach to access the sewer for maintenance. As bid, the Schedule 2B cost savings are $2,163, but requires future costs to raise manholes. Alternate 2A constructs the sewer along a standard alignment along Hesper Road, does not require future costs to raise sewer manholes when the reservoir is complete, utilizes native gravels to support the sewer pipe, and does not require an additional approach to Hesper Road for sewer maintenance. Considering costs and technical reasons, Staff recommends awarding Schedules 1 and 2A.

The project was advertised on June 28, July 05, 12, 19, 25, and August 02, 2024, in the Yellowstone County News, QuestCDN, and on the City's website. Bids were opened August 06, 2024. Three bids were received. COP Construction submitted the lowest, responsible bid for Schedules I and 2A.

ALTERNATIVES

City Council may:

- Award W.O. 24-08: Hesper Sewer - Shiloh Road to South 48th Street West, Schedules 1 and 2A, to COP Construction in the amount of $2,063,293.00; or,
- Do not award a contract and reject all bids. If the contract is not awarded, a wastewater conveyance system will not be constructed, leaving the West End Water Treatment plant without City sanitary sewer service upon completion.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	BID SCHEDULE 1	BID SCHEDULE 2A	BID SCHEDULE 2B	BID SCHEDULE 3	TOTAL SCHEDULES 1 & 2A
COP Construction	$1,488,023	$575,270	$579,955	$340,787	$2,063,293
Askin Construction	$1,457,722	$645,583	$603,408	$374,623	$2,103,305
Western Municipal Construction	$2,075,767	$789,822	$891,304	$427,270	$2,865,589

The project was budgeted in FY 25 using Wastewater Funds in the amount of $3,800,000. There is an adequate budget remaining to award the project and provide for construction administration and inspection, materials testing, construction, and any change orders.

City Council Regular

Date:	09/09/2024
Title:	Purchase of 2025 Grapple Truck
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends purchasing one (1) grapple truck from SWS Equipment, LLC for the amount of $230,400.50.

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

The purchase of a grapple truck is included in the approved FY25 Street and Traffic budget. This truck is a new addition to the Street and Traffic fleet and is used in both storm response and ongoing maintenance operations throughout the year. Solid Waste currently owns the only grapple truck and Street and Traffic has a frequent need to borrow this truck. However, the grapple truck is often not available as it is frequently needed for solid waste operations. During the most recent storm, staff utilized the Solid Waste grapple truck and had to rent a chipper because there are no grapple trucks available to rent in the area. Public Works is utilizing a Sourcewell cooperative contract for the purchase as the pricing is similar to competitive bid pricing.

ALTERNATIVES

City Council may:

- Approve purchasing the grapple truck; or,
- Not approve the purchase. If the Council doesn't approve the purchase, the response to large storm events and routine maintenance will continue to take additional time with only one unit to cover the entire city.

FISCAL EFFECTS

The grapple truck was budgeted in the amount of $260,000. The remaining budget amount of $29,599.50 will be used to offset FY25 Street and Traffic equipment cost overruns if needed.

City Council Regular

Date:	09/09/2024
Title:	W.O. 24-38, Wicks Lane Storm Improvements, Contract Amendment No. 1 to Professional Services Agreement
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Template Contract
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve a professional engineering services contract amendment for the construction contract administration of W.O. 24-38, Wicks Lane Storm Improvements, to Performance Engineering, LLC. in the amount of $212,365.

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

W.O. 24-38, Wicks Lane Storm Improvements is a regional drainage project that installs storm drain infrastructure in Wicks Lane from approximately Moose Hollow Road to the stormwater outfall located just east of River View Drive. Another project was completed earlier this year and installed a storm drain trunk main in Bitterroot Drive from N. Cherry Hills Loop to Wicks Lane and Wicks Lane from Bitterroot Drive to Moose Hollow Road. Contract Amendment No. 1 consists of performing the construction contract administration and associated services for the project. These professional services include construction survey, materials testing, construction observation, construction contract administration, and project closeout. These services were scoped after the construction contract duration was known following the design and bidding of the project. Staff reviewed the consultant scope of services and fee relative to the proposed construction. The scope of work and fee is commensurate with the construction schedule, which is driven by a slow construction rate for the deep, large-diameter storm drain adjacent to an existing water main.

ALTERNATIVES

City Council may:

- Approve W.O. 24-38, Wicks Lane Storm Improvements, Professional Engineering Services Contract Amendment No. 1 with Performance Engineering, LLC. in the amount of $212,365; or,
- Not approve Contract Amendment No. 1 with Performance Engineering, LLC. If this contract is not awarded, the construction project would be completed without construction management and inspection, which is not recommended.

FISCAL EFFECTS

The project was budgeted in FY25 using Storm Funds and State-Local Infrastructure Partnership Act grant funds in the amount of $2,369,509. Considering the previously encumbered amount of $1,868,911.00 for construction, there is sufficient budget in the Storm Fund to award the $212,365 contract amendment.

Attachments

WO2428, Wicks Storm, Performance Engineering, CA#1

AMENDMENT NO. 1

TO

CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

CITY OF BILLINGS WORK ORDER 24-38,

WICKS LANE STORM IMPROVEMENTS – PHASE 2

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

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

and

Performance Engineering, LLC
608 N. 29th Street
Billings, MT 59101
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated June 25, 2024, for Contractor to provide preliminary design professional services to the City for Work Order 24-38, and;

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

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

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

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

Exhibit A is amended to include the following design services:

Phase 200 – Construction Services & Contract Administration ($212,365)

Task 1. General project management and coordination of work

Task 2. Assist City with procurement of final contract agreement, verifications of insurance and bonds, and issue notice to proceed

Task 3. Preparation of Issued for Construction documents incorporating any addendums during bidding.

Task 4. Schedule and conduct pre-construction conference and provide meeting minutes to all parties.

Task 5. Implement and coordinate QAQC testing program for materials testing developed in the design phase. Task includes estimated material testing services provided during WO 24-38 construction.

Task 6. Review contractor shop drawing submittals in conformance with the information given in the project manual.

Task 7. Respond to contactor requests for information and issue necessary clarifications and interpretations of contract documents.

Task 8. Recommend and prepare change orders and work change directives to City as necessary through project.

Task 9. Attend weekly construction meetings during construction.

Task 10. Coordinate and schedule quality assurance testing during all phases of construction.

Task 11. Provide full-time construction observation through a Resident Project Representative (RPR) for the City throughout construction of infrastructure improvements (Assumes a 90 working day construction contract for Substantial Completion).

Task 12. Provide weekly construction progress reporting with testing results and progress photos to the City.

Task 13. Provide materials testing services ($18,375 budgeted).

Task 14. Provide construction surveying services.

Task 15. Review and recommend payment and contract requests to the City.

Task 16. Assist city with documentation for grant reporting purposes.

Task 17. Conduct final inspection and prepare punchlist.

Task 18. Prepare construction record drawings for City files from records prepared by the contractor.

Task 19. Conduct one-year inspection with City staff and contractor.

Phase 700 Deliverables:

1. Final contracts
2. Notice to proceed
3. Pre-construction meeting minutes
4. Shop drawing review records
5. Pay applications and change orders as necessary
6. Weekly construction progress reports
7. Final inspection and one-year warranty inspection punchlist
8. Final record drawings
9. Project construction binder including copies of all weekly progress reports, testing results, daily inspection logs, photos and ancillary additional data

TOTAL INCREASE THIS AMENDMENT:

Original Contract Amount	$31,995
Contract Amendment #1	$212,365
Total W.O. 24-38 Contract	$244,360

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

CONSULTANT

NAME: Performance Engineering, LLC

BY: _____

TITLE: Principal

DATE: 08/20/2024

CITY OF BILLINGS, MONTANA

BY: _____

TITLE: Mayor – City of Billings

DATE: _____

ATTEST:

_____
City Clerk – City of Billings

DATE: _____

Original Contract Document

DocuSign Envelope ID: 61800D64-7188-4BA9-A130-C9E55B69DC09

Contract for Professional Architectural and Engineering Services

Project:

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of _3_ pages (Basic Services of Contractor);

Appendix B consisting of _1_ pages (Methods and Times of Payment);

Appendix C consisting of _1_ pages (Additional Services of Contractor);

Appendix D consisting of _1_ pages (Schedule of Professional Fees);

Appendix E consisting of _1__ pages (Project Schedule);

Appendix F consisting of _29__ pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Administrator or his designee.
B. “Billings” means the City of Billings.
C. "Contractor" means Performance Engineering, LLC.

Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on December 31st, 2025.
D. The parties may extend this agreement, by mutual concurrence, for one year, in writing prior to its termination.

Section 4. Compensation; Method of Payment.

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

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Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

DocuSign Envelope ID: 61800D64-7188-4BA9-A130-C9E55B69DC09

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Contractor shall provide the following insurance:

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

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

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

Section 10. Notices.

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

Billings: Tyler Westrope
City of Billings
Engineering
2224 Montana Avenue
Billings, Montana 59102 FAX: (406) 237-6291

Contractor: Performance Engineering, LLC
Craig Dalton, Project Manager
608 N. 29th Street
Billings, MT 59101 FAX: (xxx) N/A

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
2. Strikes or Work stoppages.
3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

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PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Craig Dalton, Principal
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

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Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract

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Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

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

CITY OF BILLINGS, MONTANA

DocuSigned by:
33A3E4F6D5384F5...

CHRIS A. KUKULSKI,
CITY ADMINISTRATOR

APPROVED AS TO FORM:

DocuSigned by:
Stacy Tenney
2AA4C143F07746E...

CITY ATTORNEY'S OFFICE

ATTEST:

DocuSigned by:
Denise Bohlman
D503C2218DC34F0...

DENISE BOHLMAN, CITY CLERK

PERFORMANCE ENGINEERING, LLC
BUSINESS NAME

SIGNATURE

Craig Dalton, P.E., - Principal
PRINT NAME

Principal
PRINT TITLE

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Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

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

K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Craig Dalton.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Tyler Westrope.

Section 3. Scope of Work.

Phase 100 – Phase 2 Final Design and Bidding ($31,995)

Task 1. General project management and coordination of work, including internal QAQC review of project deliverables

Task 2. Meetings and correspondence with City of Billings staff on project-related items

Task 3. Topographic survey of irrigation ditch, east Wicks right-of-way, and new TDS utility locations.

Task 4. Final hydraulic design for irrigation system modifications.

Task 5. Final design of irrigation pipeline and outlet facilities.

Task 6. Design of the water main replacement from Moose Hollow to Duran Road

Task 7. Updates to the final design plan set and specifications for Phase 2 improvement work in corridor.

Task 8. Completion of modifications to the project manual and bid documents for bidding purposes of Phase 2.

Task 9. Completion of engineer's estimate of probable construction costs for project.

Task 10. Submittal of final project plan set, project manual, bid documents, and engineer's estimate for review and comment by City of Billings.

Task 11. Make final adjustments to design, plan set, project manual, bid documents and specifications based on City of Billings comments.

Task 12. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers.

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Task 13. Organize and attend a pre-bid meeting.

Task 14. Answer bid questions from contractors and issue bid addendums as necessary.

Task 15. Attend bid opening, tabulate bids, and make recommendation to City of Billings for award.

Phase 100 Deliverables:

1. Weekly project status update reports
2. Final plan set in hard and electronic versions
3. Final project manual, specifications and bid documents
4. Final engineer's estimate of probable construction costs
5. Pre-bid meeting minutes and addenda as necessary
6. Bid tabulations
7. Recommendation of Award

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Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

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

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

   1. Phase 100 – Phase 2 Final Design and Bidding $31,995

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

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Appendix C

Additional Services of Engineer

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

A. Field and laboratory testing of materials and reports.

B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

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PERFORMANCE ENGINEERING

2024 SCHEDULE OF CHARGES

PERSONNEL	HOURLY RATE*	PERSONNEL	HOURLY RATE*
Engineer Level E5	$200	Surveyor Level E1	$120
Engineer Level E4	$185	CAD Designer 1	$105
Engineer Level E3	$165	CAD Designer 2	$115
Engineer Level E2	$140	Two-Person Survey Crew	$215
Engineer Level E1	$125	Technician 1	$95
Surveyor Level E3	$150	Technician 2	$110
Surveyor Level E2	$135	Admin Specialist	$85

Note: The above charges include fringe benefits, overhead, etc. No Multiplier is used for billing purposes.

EXPENSES	FEE
Subcontracts (Labor and Services)	Cost + 5%
Equipment Rental/Supply Purchases	Cost + 10%
Personal Travel Expenses	Cost + 10%
Mileage	85¢/mile ($25/day min.)

OFFICE	FEE
Photocopies	$0.25/page
Computer Plots (Full Size)	$3/page
Computer Plots (Half Size - 11"x 17")	$1/page
Telefax	$1/page
Expendables	Cost

SURVEYING FIELD RATE

$35/hr field rate added to standard personnel rate. Includes surveying equipment, consumable materials, and on-site mileage.

CONSTRUCTION INSPECTION FIELD RATE

$130/hr inspection field rate. Includes vehicle, equipment, software, and on-site mileage.

FIELD EQUIPMENT	FEE
Data Logger (Transducer)	$20 per day
ATV	$100 per day ($400 per week)

This schedule of charges is evaluated on a quarterly basis and is subject to change as determined by Performance Engineering.

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Appendix D

Schedule of Professional Fees

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

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

(Please see attached rate schedule)

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Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than June 15th, 2024, the completion date for the Engineer's work through final design shall be:

A. Phase 100 – Phase 2 Final Design and Bidding July 31st, 2024

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

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

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PERFENG-01 SMCNULTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2024

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

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

PRODUCER	CONTACT NAME:	
Billings Office Marsh McLennan Agency LLC P.O. Box 30638 Billings, MT 59107-0638	PHONE (A/C, No, Ext): (406) 238-1900	FAX (A/C, No): (406) 245-9887
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Performance Engineering, LLC 608 N 29th Street Billings, MT 59101	INSURER A : Charter Oak Fire Insurance Company	25615
	INSURER B : Travelers Property Casualty Co of Amer	25674
	INSURER C : Employers Preferred Insurance Company	10346
	INSURER D : RLI Insurance Company	13056
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	680-1P141467-23-47	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BA-9P119977-23-47-G	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP-1P143830-23-47	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EIG292385904	10/1/2023	10/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			RDP0052356	10/1/2023	10/1/2024	Each Claim/Aggregate	2,000,000

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

General Liability Additional Insured and Waiver of Subrogation per contract Form CGD381
Auto Liability Additional Insured Form CAT437
Auto Liability Waiver of Subrogation Form CAT340
Umbrella is follow form EU 00 01
30 Day Notice of Cancellation Form ILT400

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan McNulty

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

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

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

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

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

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

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

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POLICY NUMBER: 680-1P141467-23-47 ISSUE DATE: 08/22/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

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

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** 30

PERSON OR ORGANIZATION: CITY OF BILLINGS

ADDRESS: PO BOX 1178
BILLINGS MT 59103

PROVISIONS

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

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

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

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includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

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

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

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

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
   a. The limits of insurance afforded to such person or organization will be:
      (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
      (2) The limits of insurance of this policy;

      whichever is less; and
   b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

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

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

   c. Any loss, cost or expense arising out of any:

   (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

   (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. **Employment-Related Practices**

   Damages because of injury to:

   a. A person arising out of any:

   (1) Refusal to employ that person;

   (2) Termination of that person's employment; or

   (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

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b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

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(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

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18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

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this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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

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

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

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

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

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

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

N. PREMIUM

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

O. PREMIUM AUDIT

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

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

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

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

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

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

R. REPRESENTATIONS

By accepting this insurance, you agree:

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

S. SEPARATION OF INSUREDS

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

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

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

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

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

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execution of that contract or agreement by such insured.

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

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

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

V. UNINTENTIONAL OMISSION OR ERROR

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

W. WHEN LOSS IS PAYABLE

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

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

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

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

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

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d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

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a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

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b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

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b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

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21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

5. "Executive officer" means your:

a. Chief Executive Officer;

b. Chief Operating Officer;

c. Chief Financial Officer;

d. President;

e. General Counsel;

f. General partner (if you are a partnership); or

g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.

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POLICY NUMBER: 680-1P141467-23-47 ISSUE DATE: 08/22/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

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

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** 30

PERSON OR ORGANIZATION: CITY OF BILLINGS

ADDRESS: PO BOX 1178
BILLINGS MT 59103

PROVISIONS

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

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

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City Council Regular

Date:	09/09/2024
Title:	Behavioral Health Systems for Future Generations Grant
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

The Fire Department recommends that City Council accept the grant from the Montana Department of Public Health & Human Services for Behavioral Health Systems for Future Generations.

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

The Fire Department has been awarded a grant in the amount of $563,147. This grant is from the Montana Department of Health and Human Services and will provide one-time grants to existing Mobile Crisis Response providers. The goal of the funding is to stabilize and sustain Mobile Crisis Response programs across Montana. The grant will cover operational costs that are not reimbursed by Medicaid or other State programs. In order to be eligible for this grant the City, or its partner, will have to begin billing Medicaid for eligible CRU services.

The City will use these funds to further the efforts of the Crisis Response Units. By accepting this grant the City Council is authorizing use of these funds in Fiscal Year 2025, and may be extended into FY2026.

ALTERNATIVES

City Council may:

- Approve the grant; or,
- Not Approve grant. By not approving the grant, all expenses of the CRU will be covered with local funds.

FISCAL EFFECTS

The grant amount of $563,147 will be used to provide support for the Crisis Response Units. Not all expenditures of the CRU's may be eligible for reimbursement and will continue to be covered by local funds. The funds will likely be expended over both Fiscal Years 2025 & 2026.

Attachments

BHSFG Recommendations "Mobile Crisis Response"

Behavioral Health System for Future Generations Commission

Recommendation for Consideration

The Behavioral Health System for Future Generations (BHSFG) Commission proposes the following recommendation for consideration: **Grants to support Mobile Crisis Response and Crisis Receiving and Stabilization services.**

Problem Statement

Expert testimonies, request for information responses, and DPHHS data show that adults and youth in Montana experiencing behavioral health crises do not have sufficient access to appropriate crisis resources. The Crisis Now Model, considered a national best practice, highlights the importance of having a crisis system that includes access to the following three services: someone to call (988), someone to respond (Mobile Crisis Response), and somewhere to go (Crisis Receiving and Stabilization).

All Montanans currently have access to someone to call following the national rollout of 988 in July 2021. However, not all can access the remaining two services outlined in the Crisis Now Model. Those individuals therefore rely on less effective interventions and burden Montana's already overwhelmed law enforcement and emergency medical service resources. Both Mobile Crisis Response (MCR) and Crisis Receiving and Stabilization (CRS) services are Medicaid billable services, but new and existing MCR/CRS programs face fiscal challenges arising from unpredictable client need, requiring investment to support capacity building and service delivery stabilization.

Mobile Crisis Response:
Historically, operational costs for Mobile Crisis Response programs have been state funded through the Crisis Diversion Grant Program. This funding has been exhausted with new MCR programs opening across the state in recent years. The Department's budgeted funds for MCR programs will end December 31, 2023. As part of Governor Gianforte's HEART Initiative, the eight programs that currently exist are expected to transition to Medicaid billing on January 1, 2024. Utilization trends estimate that programs will not deliver the number of encounters needed to sustain the service through Medicaid reimbursement alone. Due to the need to be dispatched to respond to crises at any time, MCRs remain available even during times when reimbursable client-facing activities do not occur. These teams take advantage of non-client-facing time by performing critical community-facing education, outreach, and engagement to ensure high levels of partnership and awareness of crisis and other mental health services. Covered by the Crisis Diversion Grant program to this point, these meaningful services are not reimbursed by any sustainable, identified funding source and will require innovative, flexible funding support to prevent program closure and ensure sustainable operational models. Public and expert testimony expressed the inevitability of program closures without timely funding support.

Crisis Receiving and Stabilization:
Crisis Receiving and Stabilization services are an essential part of the behavioral health crisis system continuum of care. These settings alleviate strain on less clinically appropriate settings such as local emergency departments, jails, and state-run health care facilities. CRS services facilitate appropriate care for those experiencing a crisis that were unable to stabilize through crisis line responder de-escalation efforts. There are currently four facilities serving only three communities across the state with these important crisis services. There are substantial costs associated with launching new facilities. These programs require initial investments to facilitate physical renovations, hire and train staff, and support other relevant startup costs. In the past, communities have utilized the Crisis Diversion Grant program to match local investments in infrastructure and program establishment costs.

The Crisis Diversion Grant program does not have adequate funding to support these projects in the coming grant cycle. Investment in this program would address this concern through an existing program that already leverages local investments. This program is awarded directly to local governments who are then responsible for distributing funding to local providers, typically based on recommendations from local crisis coalition groups. This model ensures accountability between providers interested in service delivery and their local government; it also allows funding to be meaningfully distributed to build off existing work done by communities who have identified through their crisis coalition efforts that there is a need locally for this service.

Data and Information Sources

Both Mobile Crisis Response and Crisis Receiving and Stabilization Services are necessary services within a robust crisis care continuum. Individuals receiving care through specialized crisis services report higher satisfaction with their services than those provided through the traditional emergency response system (911 and ED). Sustaining access to Mobile Crisis Response in the communities that currently have MCR programs is a priority because they cover over half of Montana's population. Expanding access to and the capacity of Crisis Receiving and Stabilization services is critical: over half of facilities offering this service closed since the COVID-19 pandemic.

Mobile Crisis Response:

- Montana's results from the 2023 Mental Health Statistics Improvement Program (MHSIP) Adult Client Satisfaction Survey show high satisfaction ratings for crisis services. Mobile Crisis Response services had the highest satisfaction rating across mental health crisis services with an 82% positive rating.

Represented below is a list of the counties that are currently served by MCR programs and the combined percentage of the state population who have access to these programs:

Counties with Operating MCR Programs	State Population Coverage
Butte-Silver Bow	51%
Cascade	
Flathead	
Gallatin	
Lewis and Clark	
Lincoln	
Missoula	
Yellowstone	

Crisis Receiving and Stabilization Services:

- Results from the 2023 MHSIP Adult Client Satisfaction Survey show high satisfaction ratings for crisis services. CRS services had the second highest satisfaction rating in mental health crisis services with a 74% positive rating.
  - CRS Services rated 22% higher than crisis services received in an ER.
- Crisis receiving and stabilization units are considered effective in diverting people from state-run health care facilities, emergency departments, and jails. In Montana, 1,167 individuals received care in CR and CS units between 10/1/22 and 9/30/23.
- Rural and frontier states face geographic challenges, and some regions do not have CR and CS units. Montana currently has four active sites covering the counties identified below:

Counties with CRS Programs	Crisis Receiving	Crisis Stabilization	Closed
Butte-Silver Bow			X
Flathead			X
Gallatin			X
Lake			X
Lewis and Clark			X
Missoula	X	X	
Ravalli		X	
Yellowstone	X		

Recommendation
Provide one-time grants to existing Mobile Crisis Response and new Crisis Receiving and Stabilization providers. The goal of the funding is to stabilize and sustain Mobile Crisis Response programs **and** increase Crisis Receiving and Stabilization service capacity across Montana. **Mobile Crisis Response:** Allowable uses of the grant funds for Mobile Crisis Response programs would include service and operational costs not covered through Medicaid. **Crisis Receiving and Stabilization:** Allowable uses of the grant funds for Crisis Receiving and Stabilization programs would include the partial cost of new facility purchase/build, hiring and training staff, and revenue supplementation due to low volume/lack of economies of scale through the initial startup period.

Place in Continuum	BHSFG Priority Alignment	Projected Cost
Adult BH Crisis DD Crisis Forensic Crisis Children MH Crisis	Comprehensive statewide crisis system	Maximum of $7.5M

Impact	
Outcomes and Outputs	Implementation Activities and Milestones
Target outputs include: 1. Stabilize MCR providers so that 100% of MCR providers, at the release of this grant, will be operational through 12/31/2025. 2. Increase inpatient service capacity by opening new Crisis Receiving and Stabilization programs by 6/30/2026. Target outcomes include:	1. Funding issued through applicable procurement vehicle. 2. Grants issued: 3. MCR funding issued to existing programs. 4. CRS funding issued to county or tribal governments through existing Crisis Diversion Grant Program. 5. Initial and recurring data collection from provider organizations to demonstrate service stability, capacity growth, utilization, and availability.

1. Reduce ED utilization for behavioral health crises in regions with active MCR providers. 2. Reduce justice involvement in behavioral health crisis response.	

*Supporting Material: **Example** Program Budget**

	Number of grantees	Average Grant per Program	Funding Distribution	Total
Grants to support existing MCR programs	8	$437,500	One-Time	$3,500,000
Grants to support the establishment of new CRS programs	7	Varies	One-Time	$4,000,000
Total				**$7,500,000**

*For **example** purposes only.

*Supporting Material: **Example** Grant Criteria**

Mobile Crisis Response:
To be eligible for this grant, programs must ensure the following:

- Enrollment in Montana Medicaid as a crisis provider;
- Demonstrated ability to meet the provider and service requirements outlined in policy number 452, Mobile Crisis Response Services, of the Medicaid Services Provider Manual for Substance Use Disorder and Mental Health; and
- Demonstrated ability to provide or arrange for the availability of the following care to all members that receive response services:
  - Referral to outpatient care; and
  - Follow up Mobile Crisis Care Coordination Services to connect with ongoing services.

To request grant funds, the provider program must complete an application outlining the specific scope of services to be covered by grant funding, estimated costs, and timelines, and provide the Department with supporting materials as requested.

Crisis Receiving and Stabilization Services:
To be eligible for this grant, programs must ensure the following:

- Enrollment in Montana Medicaid as a provider or enrollment upon facility opening;
- Commitment to meeting the provider and service requirements outlined in policy number 450, Crisis Receiving and Stabilization Program, of the Medicaid Services Provider Manual for Substance Use Disorder and Mental Health, upon opening.

To request grant funds, the provider program must complete an application outlining the specific scope of services to be covered by grant funding, estimated costs, and timelines, and provide the Department with supporting materials as requested.

*For **example** purposes only.

Oversight and Grant Management

BHDD staff will oversee the grant management and monitoring of grant deliverables. DPHHS will verify that each grantee meets Medicaid program and service requirements and optimizes Medicaid billing for qualifying services.

DPHHS will monitor grant usage to ensure the provider organization only expends the funds for allowable uses. Provider organizations will be required to provide data on program work plan details, service delivery metrics, and additional ad hoc reporting (including reporting related to outcomes and outputs) as identified.

City Council Regular

Date:	09/09/2024
Title:	Approval of the Airport's Updated Disadvantaged Business Enterprise (DBE) Program
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve and the Mayor sign the Airport's updated Disadvantaged Business Enterprise (DBE) Program.

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

As recipients of Federal Aviation Administration (FAA) grant funding, the Airport is required to have a DBE Program. A DBE is a for-profit small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. The intent of this federally required program is to provide a level playing field for DBE companies interested in doing business at the Airport and is tailored toward the many construction projects completed each year at the Airport that are paid for with federal funds. The Airport is required to periodically update the DBE Program as needed; subsequently, the revised plan must now be approved by City Council and signed by the Mayor.

ALTERNATIVES

City Council may:

- Approve the Airport's updated DBE Program; or,
- Not Approve the updated DBE Program and jeopardize future FAA grant funding

FISCAL EFFECTS

While there are no financial impacts pertaining to the DBE Program, as a recipient of federal funding, the Airport is required to have a DBE Program in place. Failure to submit an updated plan may jeopardize or delay millions of dollars worth of federal grant funding that the Airport receives on an annual basis.

Attachments

Billings_DBE_Program_2024_Final

City of Billings

Billings Logan International Airport

U.S. Department of Transportation Disadvantaged Business Enterprise Program

49 CFR PART 26

August 2024

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POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Billings, owner of Billings Logan International Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Billings Logan International Airport has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Billings Logan International Airport has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as “Part 26”).

It is the policy of the Billings Logan International Airport to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also Billings Logan International Airport policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Shane Ketterling, Assistant Director of Aviation has been delegated as the DBE Liaison Officer. In that capacity, Mr. Ketterling is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Billings Logan International Airport in its financial assistance agreements with the Department of Transportation.

Billings Logan International Airport has disseminated this policy statement to the City of Billings and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on Billings Logan International Airport DOT-assisted contracts. The distribution was accomplished by including it on the Billings Logan International Airport’s website.

_____ _____

William A Cole, City of Billings Mayor Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3 Applicability

Federal Aviation Administration (FAA) Recipients

Billings Logan International Airport is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

Billings Logan International Airport will use terms in this program that have their meanings defined in Part 26, § 26.5.

Section 26.7 Non-discrimination Requirements

Billings Logan International Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Billings Logan International Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Data Collection and Reporting Requirements

Reporting to DOT

Billings Logan International Airport will provide data about its DBE Program to the Department as directed by DOT and its operating administrations.

DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

> Billings Logan International Airport will transmit to FAA annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Part 26. Billings Logan International Airport will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA’s designated reporting system.

Bidders List

Billings Logan International Airport will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

Billings Logan International Airport will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than $1 million; $1-3 million; $3-6 million; $6-10 million, etc.) rather than requesting an exact figure from the firm.

Billings Logan International Airport will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

Billings Logan International Airport will enter this data in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a ''design-build'' contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), Billings Logan International Airport will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

Billings Logan International Airport will maintain records documenting a firm's compliance with the requirements of this part. At a minimum, Billings Logan International Airport will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of Billings Logan International Airport financial assistance agreement.

Section 26.13 Assurances Recipients and Contractors Must Make

Billings Logan International Airport has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement Billings Logan International Airport signs with a DOT operating administration (or a primary recipient) will include the following assurance:

> The Billings Logan International Airport shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Billings Logan International Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

The Billings Logan International Airport DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Billings Logan International Airport of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: Billings Logan International Airport will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the contractor from future bidding as non-responsible.

SUBPART B – ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Billings Logan International Airport is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds $250,000 in FAA funds in a federal fiscal year.

Billings Logan International Airport is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and Billings Logan International Airport is in compliance with it and Part 26. Billings Logan International Airport will continue to carry out this program until all funds from DOT financial assistance have been expended. Billings Logan International Airport does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for Billings Logan International Airport:

Name: Shane Ketterling
Title: Assistant Director of Aviation
Address: Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings Montana, 59105
Phone: 406-657-8339
Email: KetterlingS@billingsmt.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Billings Logan International Airport complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Director of Aviation and Transit concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has access to the airport's contracted engineering and architectural firms to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes Billings Logan International Airport progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the governing body on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.
10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
11. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of Billings Logan International Airport to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted

contracts to make use of these institutions. Availability of such institutions will be investigated on an annual basis.

Billings Logan International Airport will review the MDT DBE listings for financial institutions in the County.

To date there are no listings identified for such financial institutions in Yellowstone County, Montana.

In the State of Montana, the only DBE financial institution identified is:

Eagle Bank
80 Heritage Lane
Polson, MT 59860
406.883.2940

Information on the availability of such financial institutions can be obtained from the DBE Program Specialists or Minority Depository Institutions list through the Federal Deposit Insurance Corporation at the following link FDIC - https://www.fdic.gov/regulations/resources/minority/mdi.html

Section 26.29 Prompt Payment Mechanisms

Billings Logan International Airport requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR § 26.29, the Billings Logan International Airport established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor’s receipt of each payment from the Billings Logan International Airport.

Billings Logan International Airport ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, Billings Logan International Airport has selected the following method to comply with this requirement:

> Billings Logan International Airport will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Billings Logan International Airport payment to the prime contractor.
>
> For every airport construction project funded under Federal grant assistance programs, Billings Logan International Airport includes the applicable clause from FAA Advisory Circular 150/5370-10 (Section 90-06) pertaining to the selected retainage method. The applicable clause will be included verbatim. However, if state or local prompt payment laws provide for payment in less than 30 days, any reference to “30 days” will be revised accordingly.

> 90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, Payment for Materials on Hand. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Prompt Payment Monitoring for DBEs and Non-DBEs

Billings Logan International Airport clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, Billings Logan International Airport undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

Billings Logan International Airport will implement a monitoring and enforcement mechanism that will include written certification that the Airport has reviewed the contracting records and monitored work sites for this purpose. The Airport will require all prime bidders to submit information on DBE subcontractors that will participate in the contract at the time bids are submitted. This information will include:

a) The name and address of each DBE.
b) A description of the work to be performed by each named firm.
c) The dollar value of the work to be performed by each named firm.
d) The dollar value of the work of the subcontract.

Failure of the prime contractor to provide this information with his or her bid will make the bidder nonresponsive and not eligible for the award of the contract.

Billings Logan International Airport requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Billings Logan International Airport's financial assistance agreement, whichever is

longer. These records will be made available for inspection upon request by any authorized representative of Billings Logan International Airport or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- Billings Logan International Airport proactively reviews contract payments to subcontractors including DBEs at the completion of each project. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to Billings Logan International Airport by the prime contractor.

Prompt Payment Dispute Resolution

Billings Logan International Airport will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29.

- Meetings between the prime contractor and affected subcontractor will be held as a measure to resolved disputes, in the presence of the Sponsor's designated representative as well as the Resident Project Representative and/or Project Manager as appropriate.

Billings Logan International Airport has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage.

- Other mechanisms
    - Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

To ensure that prompt payment and return of retainage is provided to subcontractors under the covered contract, all subcontractors on the project will be provided contract information for the DBELO for the covered contract. Interested subcontractors will be encouraged to contact the DBELO for any question regarding payments to prime contractors and timing of when they should receive payments.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If the concerned subcontractor is not comfortable contracting the prime directly regarding payment(s) or unable to settle payment discrepancies with the prime, the subcontractor should contact the DBELO to begin a complaint.

- The DBELO and their consultant will review the complaint and discuss with the complaint with the prime contractor.
- The prime contractor shall provide justification to the DBELO for nonpayment to the DBE. If non-payment is not justified, the prime contractor shall provide a corrective action plan for meeting the prompt payment requirements of the contract.
- If filing a prompt payment complaint with the DBELO does not result in a suitable and meaningful action by the Billings Logan International Airport to resolve the prompt payment disputes, then the affected subcontractor may contact the responsible FAA contact.

Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

Billings Logan International Airport provides appropriate means to enforce the requirements of § 26.29. These means include:

- In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor.
- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.
- Pay subcontractors directly and deduct this amount from the retainage owed to the prime.
- Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.
- Other penalties for failure to comply, up to and including contract termination.

Billings Logan International Airport will actively implement the enforcement actions detailed above.

Section 26.31 Directory of Certified Firms

Billings Logan International Airport is a non-certifying member of the Montana Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

- Business address
- Business phone number
- Firm website(s)
- The types of work the firm has been certified to perform as a DBE and/or ACDBE.
- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.
- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by:
    1. Physical location
    2. NAICS code(s)
    3. Work descriptions
    4. All additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer that states the information within the directory is not a guarantee of the DBE's capacity and ability to perform work.

Section 26.33 Over-concentration

Billings Logan International Airport has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development and Mentor-Protégé Programs

Billings Logan International Airport has not established a Business Development Program, or a Mentor-Protégé Program as described by 49 CFR Part 26.

Section 26.37 Monitoring Responsibilities

Billings Logan International Airport implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants and describes and sets forth these mechanisms in this DBE program.

Billings Logan International Airport actively monitors attainment toward overall goals by maintaining running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The running tally for overall goal monitoring will be maintained by uniform reporting. This mechanism to maintain a running tally of overall goal attainment will be used to inform Billings Logan International Airport's decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

Billings Logan International Airport actively monitors participation with respect to each DBE commitment by using a running tally that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor. The running tally for contract goal monitoring will be maintained uniform reporting. These contract-specific running tallies will be used to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

Monitoring Contracts and Work Sites

Billings Logan International Airport reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.,* as the result of modification to the contract) is actually performed by the DBEs to which the work was committed, and such work is counted according to the requirements of § 26.55. Work site monitoring for counting and commercially useful function review is performed by the Airport's contracted Engineering consultant. Contracting records are reviewed by the Airport's contracted Engineering consultant. Billings Logan International Airport will maintain written certification that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

Section 26.39 Fostering Small Business Participation

Billings Logan International Airport has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. Billings Logan International Airport acknowledges that implementation of the small business element is required for us to be considered by DOT as implementing our DBE program in good faith.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

Billings Logan International Airport does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

Section 26.45 Overall Goals

Billings Logan International Airport will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds $250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), Billings Logan International Airport will submit its Overall Three-year DBE

Goal to *FAA* by August 1st of the year in which the goal is due, as required by the schedule established by FAA.

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If Billings Logan International Airport does not anticipate awarding prime contracts the cumulative total value of which exceeds $250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and Billings Logan International Airport will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. Billings Logan International Airport will use a Bidders List, a Disparity Study, or the DBE Directory information and Census Bureau Data as one of the methods to determine the base figure. Billings Logan International Airport understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. Billings Logan International Airport will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the Billings Logan International Airport market.

In establishing the overall goal, Billings Logan International Airport will provide for consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by Billings Logan International Airport to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before Billings Logan International Airport is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which Billings Logan International Airport engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, Billings Logan International Airport will publish a notice announcing the proposed overall goal before submission to the FAA on

August 1st. The notice will be posted on Billings Logan International Airport's official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by FAA, the revised goal will be posted on Billings Logan International Airport's official internet web site.

The Overall Three-Year DBE Goal submission to FAA will include any information and comments received, who provided the comment, and how Billings Logan International Airport considered and responded to any comments and information received before finalizing the goal.

Billings Logan International Airport will begin using the overall goal on October 1 of the relevant period, unless other instructions from FAA have been received.

Project Goals

If permitted or required by the FAA, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

Prior Operating Administration Concurrence

Billings Logan International Airport understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by Billings Logan International Airport for calculating goals is inadequate, *FAA* may, after consulting with Billings Logan International Airport, adjust the overall goal or require that the goal be adjusted by Billings Logan International Airport. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to meet overall goals

Billings Logan International Airport cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless Billings Logan International Airport fails to administer its DBE program in good faith.

Billings Logan International Airport understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if

applicable, must be maintained, and this DBE Program must be administered in good faith.

Billings Logan International Airport understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

(1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;

(2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;

(3) Billings Logan International Airport will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA upon request.

Section 26.49 How are overall goals established for transit vehicle manufacturers?

Not applicable

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

Billings Logan International Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion

of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

Billings Logan International Airport will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either

meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsive.

Billings Logan International Airport will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

(1) Award of the contract will be conditioned on meeting the requirements of this section;

(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
   a. The names and addresses of DBE firms that will participate in the contract;
   b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
   c. The dollar amount of the participation of each DBE firm participating;
   d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
   e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).
   f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract;

(3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:

(4) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by Billings Logan International Airport. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor Billings Logan International Airport will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, Billings Logan International Airport will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which Billings Logan International Airport solicits proposals to design and build a project with minimal project details at time of letting, Billings Logan International Airport may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, Billings Logan International Airport will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. Billings Logan International Airport and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Billings Logan International Airport will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, Billings Logan International Airport will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

Administrative Reconsideration of Good Faith Efforts determinations

Within 5 days of being informed by Billings Logan International Airport that it is not *responsive* because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105
406-657-8495

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation/award)

Billings Logan International Airport will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that Billings Logan International Airport deems appropriate if the prime contractor fails to comply with the requirements of this section.

Billings Logan International Airport will require the awarded contractor to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Billings Logan International Airport will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless Billings Logan International Airport causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to: when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Billings Logan International Airport will include in each prime contract a provision stating that:

(1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains Billings Logan International Airport's written consent as provided in § 26.53(f); and
(2) Unless Billings Logan International Airport's consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Billings Logan International Airport may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that he prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

(1) UThe listed DBE subcontractor fails or refuses to execute a written contract;
(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
(3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit worthiness;
(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law;
(6) Billings Logan International Airport has determined that the listed DBE subcontractor is not a responsible contractor;
(7) The listed DBE subcontractor voluntarily withdraws from the project and provides to Billings Logan International Airport written notice of its withdrawal;
(8) The listed DBE is ineligible to receive DBE credit for the type of work required;
(9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
(10) Other documented good cause that Billings Logan International Airport determines compels the termination of the DBE subcontractor;

Before transmitting to Billings Logan International Airport, the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Billings Logan International Airport sent concurrently, of its intent to request to terminate and the reason for the proposed request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising Billings Logan International Airport and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and

why Billings Logan International Airport should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), Billings Logan International Airport may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If Billings Logan International Airport requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. Billings Logan International Airport shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in § 26.87(j).

For FAA-funded projects **only**, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

Billings Logan International Airport is a **non-certifying member** of the Montana Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. Montana UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Montana UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Name: Maggie Metzger,
Title: DBE Program Specialist,
Address: Montana Department of Transportation, Civil Rights Bureau,
P.O. Box 201001, Helena, MT 59620-1001,
Phone: 406-444-6337,
Fax: 406-444-7243
E-mail: mmetzger@mt.gov

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at http://www.mdt.mt.gov/other/webdata/external/civilrights/forms/DOT-DBE-Certification-Application.pdf and https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply. The Uniform Certification Application form and documentation requirements links are found in Attachment 8 to this program.

SUBPART E – CERTIFICATION PROCEDURES

Any procedures included here are highlights only. Detailed certification procedures are enumerated in the full Montana UCP agreement. The full UCP agreement can be found at: https://www.mdt.mt.gov/other/webdata/external/civilrights/dbe/ucp-approval.pdf.

Section 26.81 Unified Certification Programs

Billings Logan International Airport is a member of a Unified Certification Program (UCP) administered by Montana Department of Transportation. The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

Section 26.91 Actions Following DOT Certification Appeal Decisions

If Billings Logan International Airport is a certifier to which a DOT determination under § 26.89 is applicable, we will take any and all required action(s) pursuant to § 26.91.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to Billings Logan International Airport

Billings Logan International Airport understands that if it fails to comply with any requirement of this part, Billings Logan International Airport may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Billings Logan International Airport understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

Section 26.103 Enforcement Actions Applicable to FHWA and FTA Programs

The provisions of this section apply to enforcement actions under FHWA and FTA programs. **ONLY** paragraph (2) of this section is also applicable in FAA programs.

(2) ***Compliance reviews.*** The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

Section 26.105 Enforcement Actions Applicable to FAA Programs

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107 Enforcement Actions Applicable to Participating Firms

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

Section 26.109 Confidentiality, Cooperation, and Intimidation or Retaliation

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under § 26.89 or to any other state to which the individual's firm has applied for certification under § 26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

Billings Logan International Airport, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. Billings Logan International Airport understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

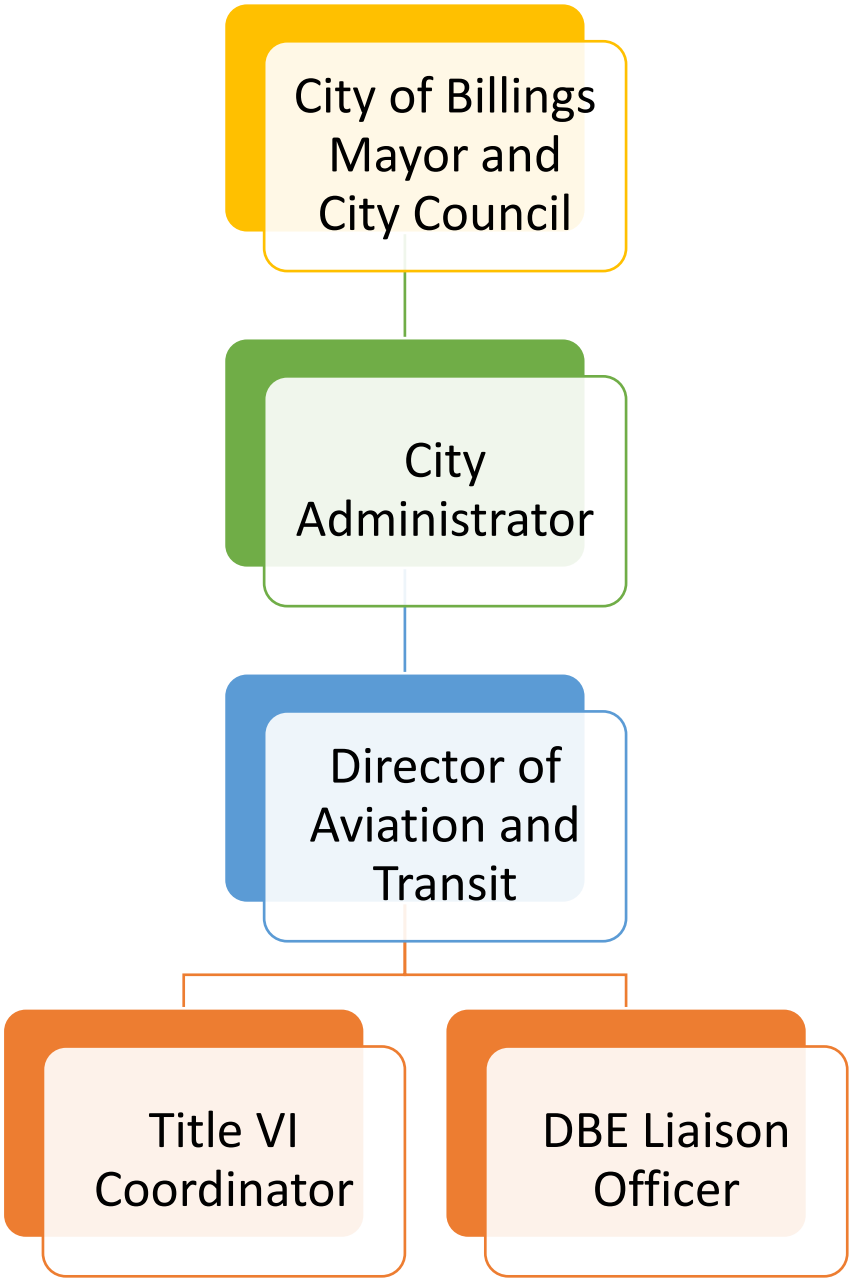
Attachment 1 Regulations: Link to 49 CFR Part 26 (eCFR)
Attachment 2 Organizational Chart
Attachment 3 Bidder's List Collection Form
Attachment 4 Link to UCP Directory of Certified Firms
Attachment 5 Overall Goal Methodology
Attachment 6 Demonstration of Good Faith Efforts Forms
Attachment 7 DBE Monitoring and Enforcement Mechanisms
Attachment 8 Link to Certification Application Form and Personal Net Worth Statement
Attachment 9 State's UCP Agreement
Attachment 10 Small Business Element Program

ATTACHMENT 1 – REGULATIONS: LINK TO 49 CFR PART 26

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

https://www.ecfr.gov/current/title-49/subtitle-A/part-26

ATTACHMENT 2 – ORGANIZATIONAL CHART



ATTACHMENT 3 – BIDDER'S LIST COLLECTION FORM

[*EXAMPLE*]

[*Note: § 26.11(c) requires Recipients to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT's designated system. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). The form below is NOT mandatory. If you use an electronic system to collect this information, you may instead provide a screenshot or other example showing how the system collects all the required data.*]

Firm Name	Firm Address (including ZIP code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Race/Gender of Majority Owner	Age of Firm	Annual Gross Receipts
				☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☐ Non-minority Woman ☐ Other	☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1-3 million ☐ $3-6 million ☐ $6-10 million ☐ Over $10 million
				☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☐ Non-minority Woman ☐ Other	☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1-3 million ☐ $3-6 million ☐ $6-10 million ☐ Over $10 million
				☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☐ Non-minority Woman ☐ Other	☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1-3 million ☐ $3-6 million ☐ $6-10 million ☐ Over $10 million

ATTACHMENT 4 – LINK TO UCP DIRECTORY OF CERTIFIED FIRMS

Montana UCP Directory may be found here:

https://app.mdt.mt.gov/ess-dbe/

ATTACHMENT 5 – GOAL METHODOLOGY

Billings Logan International Airport to submit to Civil Rights Connect as a separate document.

ATTACHMENT 6 – GOOD FAITH EFFORTS FORMS

Demonstration of Good Faith Efforts - Forms 1, 2, and 3

[*The following Forms 1, 2, and 3 are provided for illustrative purposes ONLY. Any forms Recipients develop and use for purposes of assessing bidders'/offerors' good faith efforts should be included with solicitation documents. These forms or their equivalents are NOT for use in soliciting for Design-Build contracts. Design-Build solicitations must require respondents to provide a DBE Open-Ended Performance Plan in their initial responses.*]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

☐ Bidder/offeror has met the DBE contract goal
The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.

☐ Bidder/offeror has not met the DBE contract goal
The bidder/offeror is committed to a minimum of ____% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm: _____

Bidder/Offeror Representative:

_____
Name & Title

_____ _____
Signature Date

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/offeror's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name & title of DBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm:

Description of Work	*NAICS*	*Dollar Amount / %**	*Manufacturer/Regular Dealer/Distributor/Broker***

**Percentage is to be used only in negotiated procurements*
***For DBE suppliers only, state how the DBE will perform. For dealer/distributor/broker, Form 3 must be included.*

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is $ _____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

_____ Date: _____
Signature of Bidder/Offeror's Authorized Representative

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

_____ Date: _____
Signature of DBE's Authorized Representative

If the bidder/offeror does not receive award of the prime contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

Form 3: DBE Regular Dealer/Distributor Affirmation Form

OMB Approval Pending 04/17/2024

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.
DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ **YES** ☐ **NO**

   (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

   a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characterisics (aka specialty items)?
   ☐ **YES** ☐ **NO** **(If "YES," Go to Question 2. If "NO" Continue.)**

   b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?
   ☐ **YES** ☐ **NO*** **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

   ***If 1.,1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?
   ☐ **YES** ☐ **NO[1]**

   (If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

   [1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ? ☐ **YES[2]** ☐ **NO[3]**

   a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? ☐ **YES[2]** ☐ **NO[3]**

[2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

[3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

ATTACHMENT 7 – DBE MONITORING AND ENFORCEMENT MECHANISMS

Administrative Enforcement Mechanisms

The Billings Logan International Airport has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to Montana Code Annotated;

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8 – LINK TO DBE FORM AND PERSONAL NET WORTH

DBE Certification Application Form and Personal Net Worth Statement:

http://www.mdt.mt.gov/other/webdata/external/civilrights/forms/DOT-DBE-Certification-Application.pdf

https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply

ATTACHMENT 9 – STATE'S UCP

State of Montana UCP Agreement can be found here:

https://www.mdt.mt.gov/other/webdata/external/civilrights/dbe/ucp-approval.pdf

ATTACHMENT 10 – SMALL BUSINESS ELEMENT PROGRAM

Small Business Element

The following is the small business element at the Billings Logan International Airport hereinafter (the "Airport")

1. Objective/Strategies

In order to promote Small Business participation, the Airport will implement the following procedures to assist certified Small Business participation as a prime or subcontractor on Airport Projects

- For larger projects that will have subcontracting opportunities eligible for SBE or DBE participation, the Airport will encourage prime bidders to provide these subcontracting opportunities to SBE and DBE contractors. The Airport will encourage prime bidders to provide a bidders' list identifying who they contacted and who will provide services as a subcontractor and identify if they are an SBE or DBE. This information will be used to determine if there were adequate opportunities on the project for SBE or DBE firms.
- The Airport, when feasible, may unbundle large projects into smaller contracts which may be more feasible for small business participation.

2. Definition

A. **Small Business**: A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Small businesses must meet the definitions specified in the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

B. **Disadvantaged Business Enterprise (DBE):** A for-profit small business (as defined by the Small Business Administration)

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals.
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) as described in 49 CFR Part 26.
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Has been certified as a DBE by the State of Montana Department of Transportation (MDT), Office of Civil Rights in accordance with 49 CFR Part 26.

For the purposes of the small business element of the Airport DBE Program, small businesses which are also owned and controlled by disadvantaged individuals will be encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA assisted contracts.

3. Verification

The Airport will accept the following certifications for participation in this small business element of the DBE Program with applicable stipulations:

- A DBE Certification by the MDT which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by the MDT Office of Civil Rights.
- SBA 8(a) Business Development Certification (as described in CFR parts 121 and 124).

4. Monitoring/Record Keeping

The Airport will require all Prime bidders to submit information on subcontractors that will participate in the Contract.

This information will include: (1) the name and address of each subcontractor or supplier; (2) a description of the work to be performed by each named firm; (3) the dollar value of the work of the subcontract. (4) Applicable certification to determine if the subcontractor or supplier is a small business.

Contractors, subcontractors, and suppliers are required to maintain records and documents of payments for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. Failure to maintain accessible records for the three-year period will be reported to DOT.

During the course of work, the Airport or their representative shall review payrolls, and if necessary, conduct interviews with contractor's employees, to determine and ensure that firms are completing work items to the extent indicated in the Prime Contractor's bid, and performing a commercially useful function as defined in 49 CFR Part 26, Section 26.55(c). Should a determination be made that the firms are not completing work items or performing a commercially useful function, Airport shall notify DOT. Termination of the Prime Contractor's construction contract will be considered.

We will require that the bidder/offeror present the information required under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures.

5. Assurances

The Airport makes the following assurances:

1. The DBE Program, including its small business element, is not prohibited by state law.
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in this small business element of the DBE Program.
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location.
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program.
5. Reasonable effort will be taken to encourage the minority and women owned firms that are eligible for DBE certification to become certified.
6. The program is open to small businesses regardless of their location.

City Council Regular

Date:	09/09/2024
Title:	Annexation Agreement with the Department of Military Affairs
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve the Annexation Agreement with the Department of Military Affairs.

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

City Council will consider annexation of Tracts 4 and 5 of Certificate of Survey 1889 and Tracts 6A and 6B of Certificate of Survey 1889 Amended. The property proposed to be annexed is located north of Highway 3 and west of AJ Way and is immediately adjacent to parcels annexed in 2023, also owned by the Department of Military Affairs. Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development, including access to the site and construction of water, sanitary sewer, and storm drain. The Annexation Agreement provides for City-required off-site improvements should the property be annexed and developed without a subdivision plat. The Annexation Agreement for this Council action generally includes the following conditions or improvements:

- Requirement for access;
- Requirement for cost-share for potential water system improvements; and
- Requirement for a traffic impact study, mitigation of impacts, and future intersection contributions.

Tracts 2 and 3 of Certificate of Survey were annexed in June 2023 for development of a portion of the National Guard site. The four new parcels proposed to be annexed comprise the area for the next phase of the National Guard campus. Attached is the annexation agreement for those parcels.

ALTERNATIVES

City Council may:

- If the annexation is approved, then approve the Annexation Agreement with the property owner; or
- Not approve the Annexation Agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

FISCAL EFFECTS

With this annexation, there are no requirements of the Annexation Agreement that would not be required upon site development. There is no significant financial impact to the City with acceptance of the annexation agreement.

Attachments

Annexation Agreement
Tracts 2 and 3 Annexation Agreement

Return to:
City of Billings
2224 Montana Avenue
Billings, MT 59101

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 20 _____, by and between *Department of Military Affairs, PO Box 4789, Fort Harrison, MT 59636,* 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:

> Tracts 4 and 5 of Certificate of Survey 1889 and Tracts 6A and 6B of Certificate of Survey 1889 Amended situated in the NE 1/4 of Section 26, T.1N., R.25E, P.M.M., Yellowstone County, Montana.
>
> Above referenced property is hereinafter 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. _____ 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 from Tracts 2 and 3 of Certificate of Survey 1889 which is accessed from AJ Way, a public street.

2. *Sanitary Sewer.* There is an existing sanitary sewer main that will serve the Developer Tracts. The City reserves the right to limit peak sanitary sewer flow into the public sewer that may require flow attenuation methods by Developer.

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

3. *Water.* There is an existing water main that will serve the Developer Tracts. The City and Developer will review cost-share for water system improvements that may be required to improve the City water system to serve proposed Developer Tracts' Improvements. Specific improvements and potential cost share will be reviewed at the time of development and Developer shall participate, if required, for proportional share.

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

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tracts in accordance with the City of Billings Stormwater Management Manual (2018).

5. *Right-of-Way.* Since Developer Tracts do not have any frontage along public right-of-way, no right-of-way dedication is necessary with this development.

6. *Street Construction, Widening and Sidewalks.* No street or sidewalk improvements are necessary with this development.

7. *Multi-use Trail*. A 10-foot-wide multi-use trail is not required for the development of this property.

8. *Future Intersection Contributions.*
   A traffic impact study was required by the City for the annexation of Tracts 2 and 3 of Certificate of Survey 1889. 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.

The traffic impact study may be reviewed by the Montana Department of Transportation as the Highway 3 right-of-way is controlled and maintained by MDT.

Any improvements identified within the TIS to mitigate off-site traffic impacts would be the responsibility of the DEVELOPER for design and construction. If future studies indicate a need for re-development of the intersection of Highway 3 and AJ Way, the DEVELOPER shall contribute their proportionate share of the cost of the re-development.

9. *Other Public Improvements.* For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, 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 Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. *Compliance with Land Use and Development Ordinances and Regulations.* 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"DEVELOPER" *Department of Military Affairs*

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the Department of Military Affairs representative of DEVELOPER, and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

This Agreement is hereby approved and accepted by City of Billings, this ___ day of _____, 20___.

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and 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.

Tracts 4 and 5 of Certificate of Survey 1889 and Tracts 6A and 6B of Certificate of Survey 1889Amended situated in the NE 1/4 of Section 26, T.1N., R.25E, P.M.M., Yellowstone County, Montana.

"DEVELOPER" *Department of Military Affairs*

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the Department of Military Affairs representative of DEVELOPER and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

AG 4051951
07/19/2023 09:37 AM Pages: 1 of 7 Fees: 56.00
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 13th day of July, 2023, by and between *Department of Military Affairs, PO Box 4789, Fort Harrison, MT 59636,* hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

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

Tract 2 and 3 of Certificate of Survey 1889 situated in the NE 1/4 of Section 26, T.1N., R.25E, P.M.M., Yellowstone County, Montana.

Above referenced property is hereinafter to as "Developer Tracts"

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

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

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. 23-11125 for the Developer Tract contingent upon an Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

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

1. *Roads and Access.* The Developer Tract will be accessed from AJ Way.

(Annexation 23-04)

2. *Sanitary Sewer.* AJ Way already has a sanitary sewer main constructed along the Developer Tract frontage. The City reserves the right to limit peak sanitary sewer flow into the public sewer that may require flow attenuation methods by Developer.

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

3. *Water.* AJ Way already has a water main constructed along the Developer Tract frontage. The City and Developer will review cost-share for water system improvements that may be required to improve the City water system to serve proposed Developer Tract Improvements. Specific improvements and potential cost share will be reviewed at the time of development.

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

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018).

5. *Right-of-Way.* Public right-of-way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. If the Developer Tract does not develop through subdivision, a Master Site Plan approval will be required; the City may require the Developer to dedicate adequate right-of-way as part of the City's approval of such Master Site Plan. No right-of-way dedication is necessary with this development.

6. *Street Construction, Widening and Sidewalks.* AJ Way is already fully constructed with a sidewalk to the Developer Tract. No additional street or sidewalk improvements are necessary with this development.

   The owner of the Developer Tract shall be responsible for the maintenance, repair, and replacement of the sidewalk fronting the property.

7. *Multi-use Trail.* A 10-foot-wide multi-use trail is not required along the frontage of the Developer Tract.

8. *Future Intersection Contributions.*
A traffic impact study shall be required by the City. 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.

The traffic impact study may be reviewed by the Montana Department of Transportation.

Furthermore, any improvements identified within the TIS to mitigate off-site traffic impacts would be the responsibility of the DEVELOPER for design and construction. If future studies indicate a need for re-development of the intersection of Highway 3 and AJ Way, the DEVELOPER shall contribute their proportionate share of the cost of the re-development.

9. *Other Public Improvements.* For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, 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 properties can be included in a Special Improvements District for improvements identified in Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. *Compliance with Land Use and Development Ordinances and Regulations.*
Nothing herein shall be deemed to exempt the Developer Tract 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 Tract 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.

AG 4051951
07/19/2023 09:37 AM Pages: 5 of 7 Fees: 56.00
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"

Department of Military Affairs

By: Major General J. Peter Hronek

Title: The Adjutant General, Montana National Guard

STATE OF MONTANA)
:ss
County of Lewis and Clark)

On this 22 day of June, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Major General J. Peter Hronek known to me to be the person who signed the foregoing instrument as the Department of Military Affairs representative of DEVELOPER, 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.

HEATHER GANT NOTARIAL SEAL STATE OF MONTANA
HEATHER GANT
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 04, 2023

Notary Public in and for the State of Montana
Printed name: Heather Gant
Residing at: Helena, MT
My commission expires: October 04, 2023

AG 4051951
07/19/2023 09:37 AM Pages: 6 of 7 Fees: 56.00
Jeff Martin Clerk & Recorder, Yellowstone MT

This Agreement is hereby approved and accepted by City of Billings, this 13th day of July, 2023

"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 13th day of July, 2023, 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

AG 4051951
07/19/2023 09:37 AM Pages: 7 of 7 Fees: 56.00
Jeff Martin Clerk & Recorder, Yellowstone MT

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and 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: Tract 2 and 3 of Certificate of Survey 1889 situated in the NE 1/4 of Section 26, T.1N., R.25E, P.M.M., Yellowstone County, Montana.

"DEVELOPER"

Department of Military Affairs

By: Major General J. Peter Hronek

Title: The Adjutant General, Montana National Guard

STATE OF MONTANA)
:ss.
County of Lewis and Clark)

On this 22 day of June, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Major General J. Peter Hronek, known to me to be the person who signed the foregoing instrument as the Department of Military Affairs representative of DEVELOPER and who acknowledged to me that said DEVELOPER executed the same.

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

Notary Public in and for the State of Montana
Printed name: Heather Gant
Residing at: Helena, Montana
My commission expires: October 04, 2023

HEATHER GANT NOTARIAL SEAL STATE OF MONTANA
HEATHER GANT
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 04, 2023

City Council Regular

Date:	09/09/2024
Title:	Downtown Revolving Loan Old Billings Hardware Development Venture, LP
Presented by:	Donna Hjelm
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

The principal members of the Old Billings Hardware Development Venture, LP have requested a loan from the Downtown Loan fund for the amount of $250,000. We will have a first position on the property to start and then it will be subordinate to First Interstate Bank when they finance the construction and renovation of the building. The principal members will also be providing personal guarantees. The Downtown Revolving Loan committee met on August 20th and, after discussions, have moved forward to recommend this loan be approved by City Council.

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

The Old Billings Hardware Building is currently vacant and unoccupiable and has been since the mid-90s. Old Billings Hardware Development Venture, LP was formed (just before 2020) to own, redevelop, and operate the building. The building contains 45,000 sf of area spread equally over the basement and three floors above grade. The proposed redevelopment plan calls for the upper two floors to be converted to 25 apartments (13 on the second floor and 12 on the third floor). The first floor and basement will be redeveloped for a variety of commercial uses (approximately 20,000 sf of useable area on the two levels). Approximately 13 parking spaces will be created on the south side of the building between the building and the tracks. Several new street trees will be planted to comply with the current downtown zoning.

STAKEHOLDERS

Randy Hafer
Dianne LaFever
Alison LaFever
Cori LaFever

ALTERNATIVES

City Council may:

- Approve the current request for a loan of $250,000 or,
- Not Approve the loan and Old Billings Hardware Building Venture LP will have to secure other financing.

FISCAL EFFECTS

Fiscal effects of approving this loan would decrease the cash within the fund by $250,000. The current balance of cash in this fund as of 8/21/2024 is approximately 2 million dollars. The current interest rate is 7.5% and will change in October, based upon the published prime rate.

Attachments

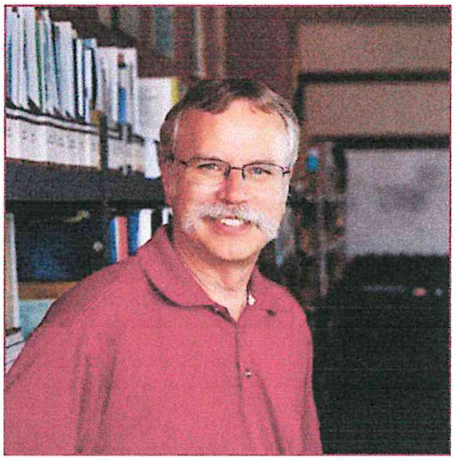
OBHDV Members
OBHDV DRL application

OLD BILLINGS HARDWARE DEVELOPMENT VENTURE, LP

P.O. BOX 2203 • BILLINGS, MONTANA

JULY 2019

BIOGRAPHY OF GENERAL PARTNER W. RANDALL "RANDY" HAFER



W. RANDALL "RANDY" HAFER, FAIA, LEED AP_{BD+C}, GENERAL PARTNER

Randy Hafer is Co-founder of High Plains Architects, P.C., a full-service architectural firm located in Billings, Montana. He is also a General Partner of Old Billings Hardware Development Venture LP. Prior to opening High Plains Architects, Randy enjoyed a 20-year career with Weese, Langley, Weese and Booth/Hansen & Associates in Chicago, Illinois, and A&E Architects in Billings, Montana. During his career, Mr. Hafer has had the opportunity to design, manage and administer the construction for a wide variety of architectural projects. Individual projects have ranged in size from several hundred square feet to over 750,000 square feet, from one story to 47, and in construction costs from a few thousand dollars to over $85 million. He has experience managing very complex projects involving all engineering disciplines and many specialty consultants.

Randy founded High Plains Architects in Billings, Montana in 1999. Since then, he has been a regional leader in historic preservation/adaptive reuse, urban revitalization, and sustainable design. Randy is well-versed in the varied demands of historic preservation and historically sensitive design. Historic preservation in conjunction with sustainable design is challenging; however, Randy has the knowledge and experience to successfully undertake any development project, including the renovation and adaptive reuse of all types of existing buildings. His commitment to preservation is evident in his projects and in the numerous awards and certifications received as a result: nine Certified Historic Tax Credit Rehabilitation Projects (all listed on the National register of Historic Places) and one National Register of Historic Places District. In addition, Randy and High Plains Architects have completed thirteen LEED® Platinum projects, earning numerous green building awards.

Randy is also the recipient of the first Montana BetterBricks award in 2009, the Roche Jaune Award for Civic Leadership Excellence in 2012, and the Montana SBA Small Business Person of the Year award in 2014. He is a licensed architect, a LEED Accredited Professional, and a Fellow of the American Institute of Architects. Randy holds a Bachelor of Arts degree in Architecture from Stanford University and a Master of Architecture degree from Yale University.

LAFEVER PROPERTIES, LLC



LaFever Properties, LLC is a real estate development and management group consisting of Dianne LaFever and her two daughters, Alison LaFever and Cori LaFever.

Officially created in 2016, LaFever Properties aims to continue the legacy of real estate acquisition and management established by the late Neal LaFever. Neal began acquiring residential rental properties in Billings in the late 1970's. With his wife Dianne, they expanded their holdings to include commercial properties throughout the 1980s and 1990s. LaFever Properties currently manages residential and commercial rentals and aims to incorporate adaptive reuse development of historic properties and new multi-family housing development into their future endeavors.

Dianne has a background in bookkeeping as well as over 35 years' experience in real estate property management. Together Neal and Dianne also had 30 plus years of successful small business ownership/management of their two bars: The Monte Bar and Casino, located in downtown Billings, and The Pioneer Bar, located in Virginia City, Montana, a historic gold rush-era town that has been designated a National Historic Landmark District. Dianne continues to own and operate these two businesses.

Alison LaFever has a Bachelor of Arts in History with minors in Architecture and Urban Planning from the University of Washington and a Master of Science in Historic Preservation from Columbia University. She currently works for Walter B. Melvin Architects, a restoration architecture firm that specializes in exterior façade restoration of landmark buildings in New York City.

Cori LaFever has a Bachelor of Science in Business Management with minors in Entrepreneurship and Small Business Management and Accounting from Montana State University. She has also previously held a Real Estate Salesperson License with the State of Montana that is not currently active. She currently operates and manages the two bars with Dianne and manages rental properties within the LaFever Properties portfolio.

In 2010, the LaFevers completed a renovation of their c.1867 two-story stone building where the Pioneer Bar is located in Virginia City, Montana. The project included restoration of the historic main facade, which had been altered in the 1960s, and conversion of the second floor from storage space into two residential apartment units.

As business owners, the LaFevers have been supporters of the greater downtown Billings business community since 1985. This continued commitment to economic growth and development in downtown Billings has influenced the acquisition and stewardship of historic properties within the downtown core. The LaFevers are excited with the prospect of bringing the historic Old Billings Hardware Building back to life and at the same time, contributing to the ongoing revitalization of downtown Billings.

P.O. Box 20711 Billings, MT 59104

Phone: 406-652-8135

City of Billings
Revolving Loan Fund Application

Project Name: _**Old Billings Hardware Building**_____ Date Submitted: _____

Applicant Information

Name: _**Old Billings Hardware Development Venture, LP**_

Address: __**P O Box 2203**_____

City/State/Zip: __**Billings, MT 59103**_____

Phone: __**406-896-0250 (office)**_____

Email: __**rhafer@highplainsarchitects.com**_____

If the applicant is not an individual conducting business under their own name, the applicant has the status indicated below and is organized or operating under the law of:

Corporation/LLC	Nonprofit or charitable institution/ corporation	Partnership **Montana Limited Partnership**	Other
Date of organization: 07/10/2019			

Project Information

Building name (if applicable): _**Old Billings Hardware Building**_____

Address: __**2802 Montana Ave**_____

City/State/Zip: __**Billings, MT 59101**_____

Legal Description (obtained from Orion via County records:

_**ALCOR SUBDIVISION, S03, T01, R26E, Block1, Lot 1, GEOCODE 03-0927-03-2-29-03-0000**

_____

Property owner (if property is not owned by the applicant)

Property Owner (name or entity): _ ___Owned by Applicant_____

Property owner contact: _____

Lessor's Address: _____

City/State/Zip: _____ _____

Phone: _____

Email: _____ _____

Employment

Existing FTEs: ___NA_____

New permanent FTEs created by the project: ___**Unknown, 20,000 sf of new commercial space to be created**_

Construction FTEs: __+/- 18 FTE_____

Architectural Firm

Firm name: __**High Plains Architects**_____

Address: __**2720 Minnesota Ave**_____

City/State/Zip: ___**Billings, MT 59103**_____

Phone: ___**406-896-0250**_____

Email: __**rhafer@highplainsarchitects.com**__

Contractor

Business Name: __**T W Ridley Construction**_____

Address: __**609 Charles St**_____

City/State/Zip: __**Billings, MT 59101**_____

Phone: __**406-545-0826**_____

Email: __**Shane Ridley** SRidley@twridley.com_

Financial lending institution

Business name: __**First Interstate Bank**_____

Address: ___830 Shiloh Crossing Blvd_____

City/State/Zip: __Billings/MT/59102_____

Phone: ____406-255-5858_____

Email: ___tyler.crennen@fib.com_____

Project Information

Description of Project:

Attach a narrative explaining the project and any other design information. Use this section to pitch your project and explain how it will eliminate blight and/or provide a benefit to the public.

___**The Old Billings Hardware Building is currently vacant and unoccupiable and has been since the mid-90s. Old Billings Hardware Development Venture, LP was formed (just -re-Covid) to own, redevelop, and operate the building. The building contains 45,000 sf of area spread equally over the basement and three floors above grade. The proposed redevelopment plan calls for the upper two floors to be converted to 25 apartments (13 on the second floor and 12 on the third floor). The ground floor and basement will be redeveloped for a variety of commercial uses (approximately 20.000 sf of useable area on the two levels). Approximately 13 parking spaces will be created on the south side of the building between the building and the tracks. Several new street trees will be planted to comply with the current downtown zoning.**

Rehabilitation Plans:

Attach schematic design drawings and/or completed construction document plans - including site, landscaping, and other engineering design information.

_**The following plans are included with this application:** __A1.1, A2.B, A2.1, A2.2, A2.3, A4.1, A4.2, A5.1, A5.2, A5.3

Project Schedule:

Attach a timeline or schedule through completion.

__**add a schedule**

Project Detail

Land and site improvements (itemized)

1. **See attached cost estimate from TW Ridley Construction** $_____
2. _____ $_____
3. _____ $_____
4. _____ $_____

Subtotal $_____

Construction/rehabilitation costs (use general construction trade divisions)

1. **See attached cost estimate from TW Ridley Construction** $_____
2. _____ $_____
3. _____ $_____
4. _____ $_____
5. _____ $_____
6. _____ $_____
7. _____ $_____
8. _____ $_____

Subtotal $_____

Fees

1. Architectural/engineering $_____
2. Permits $_____
3. _____ $_____

Subtotal $_____

Total Project Development Costs $_____

Project Financing

a. Applicant equity

Please see attached proforma for all uses and sources (including debt)

b. Cash invested $___500,000_____

Land & buildings (if applicable) $_____460,000_____

(If value is more than State of Montana Valuation, a current appraisal must be submitted)

Other $_____

OLD BILLINGS HARDWARE DEVELOPMENT VENTURE, LP

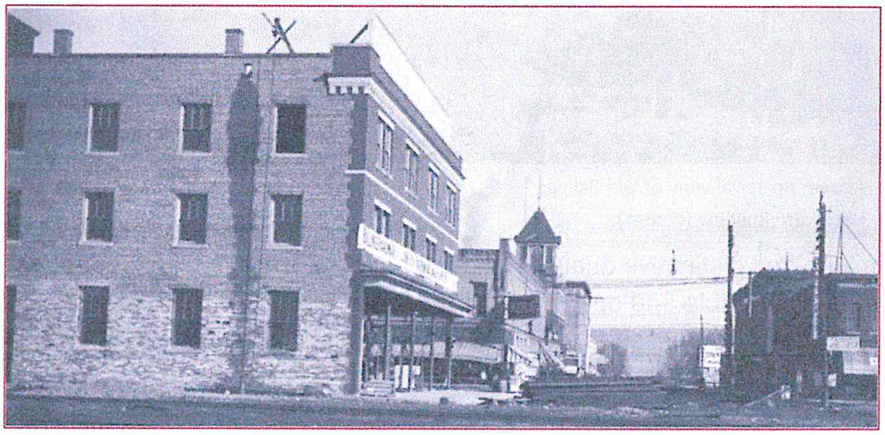
P.O. BOX 2203 • BILLINGS, MONTANA

JULY 2019

DEVELOPMENT OUTLINE

HISTORY OF THE BUILDING

The Old Billings Hardware Building is listed on the National Register of Historic Places as a contributing structure in the Billings Old Town Historic District. This Historic District encompasses the historic properties in downtown Billings that reflect the growth and development of the city in its early years. The buildings included in the Historic District – built between 1882 and 1950 – helped the city take advantage of an extensive railroad network and put itself on the map as a major trade and transportation center. The Old Town Historic District showcases the city's growth from its beginnings as a rough 1880's railroad town to its emergence as the prosperous regional center it is today.



Above: The Old Billings Hardware Building in its early years (at left), the railroad tracks in the foreground.

The Old Billings Hardware Building (OBHB) established itself early on as a Montana institution, becoming one of the leading commercial endeavors in Billings. Its history can be traced back to Albert L. Babcock, who first opened his hardware store on Montana Avenue in 1882. William Selvidge purchased A.L. Babcock Hardware in 1902 and organized the Billings Hardware Company. Selvidge broke ground for this building in late 1908 and opened for business in 1909. Billings Hardware was moved to a new building in the mid-1950's, after which Scheel's Hardware was the building's occupant. Colburn School Supply (Sandborn maps role directories) Although the building has been vacant for many years and has suffered some deterioration, it retains a high level of integrity, reflecting its 1909 origins.

CONDITION OF THE BUILDING

Billings Hardware is three stories high and built of red brick exterior walls with heavy timber interior frame. While all openings today are boarded over, the east storefront (facing N Broadway) spans the entire wall and appears to be a later 1940 addition. A second similar storefront is located on the far west end of the north (Montana Ave) side. Both upper facades exhibit pairs of window openings (all boarded over), defined by contrasting white brick flat heads and sills. The floors are divided with a narrow belt course of cream brick. The building is finished with a corbelled and denticulate cornice of white brick at the top. The interior of the first and second floors retains historic metal ceilings and square supporting columns. In short, the building is a prime candidate for rehabilitation.

REDEVELOPMENT STRATEGIES

High Plains Architects, P.C has addressed the building's existing architectural and structural conditions, outlined a strategy for redevelopment, explored both preliminary costs and projected incomes, and discussed financial assistance opportunities. A successful redevelopment of the Old Billings Hardware Building would not only turn a vacant and unused structure into an income generating entity, but it would also provide diverse and unique housing options to downtown Billings.



Above: An aerial view of Old Billings Hardware Building (center).

REDEVELOPMENT PLAN

The proposed redevelopment of the Old Billings Hardware Building will include commercial spaces on the first floor and basement levels. A variety of programmatic uses on these two floors would benefit this area and provide continuous engagement with the community and the building within. Twenty-five high efficiency loft style apartments are proposed for the second and third floors (fourteen per level).

Although sizes and configurations of the living units will vary, they will all share the unique and distinctive qualities of contemporary open-concept loft apartments with "industrial-light" finishes, skylights, flexible and open living/dining spaces, and creative space saving design. Refinished existing wood floors, original pressed tin ceilings, and refurbished historic elements also contribute to the distinctive feel of these unique living spaces.

This building qualifies for Federal Historic Tax Credits in exchange for maintaining the building's historic character. Preserving and giving the building new purpose will create opportunities for economic and community growth in downtown Billings.

The refurbishment of the Old Billings Hardware building will be done in a manner that not only restores and repurposes its beautiful historic beauty, but also brings it into the 21st Century by incorporating an array of sustainable, high-performance systems and materials. We will be pursuing LEED Platinum certification for the building.

REDEVELOPMENT FEASIBILITY

The redevelopment of the Old Billings Hardware Building is an excellent opportunity to bring new life to a historic building while creating new residential and commercial spaces in Billings. We see the OBHB's potential to contribute the revitalization of downtown Billings. Increasing the supply of desirable, competitively priced housing in the downtown area will support economic growth and vitality within the community. Rental rates will be affordable for downtown workers (80-90% AMI). Demand for housing downtown is already high and will continue to grow. As a rehabilitation project and as an investment opportunity, the redevelopment of the OBHB is a sound venture.

REDEVELOPMENT TEAM

The team for the Old Billings Hardware Building redevelopment is comprised of: High Plains Architects (architect), IMEG (engineer), TW Clark (contractor) and Urban Frontier Development Services (developer), and the Old Billings Hardware Development Venture, LP (owner), including General Partners Randy Hafer and LaFever Properties, LLC. More information on the General Partners is included.

City Council Regular

Date:	09/09/2024
Title:	Zone Change 1051 - 122 N 12th St - EBURD-IS to EBURD-13 Main Street - 2nd reading
Presented by:	Anna Vickers, Planning Division Manager
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-24-00130

RECOMMENDATION

The Zoning Commission recommended approval of Zone Change 1051 and adoption of the findings of the 10 review criteria. The City Council approved the zone change on first reading on August 26, 2024. A second reading is required to approve the zone change

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

This is a zone change request for property within the East Billings Urban Renewal District. The property is located at 122 N 12th St, north of 1st Ave N, and the previous location of the Billings Bronze foundry. The foundry experienced a catastrophic fire in February 2018, and the property has been vacant since that time. The current owner and potential developer is intending to build some live and work units on the property that will eventually front both N 12th St and 2nd Ave N with buildings. The property is legally described as Lots 6-12, Block 77, Billings Original Town.

The type of structure (frontage type) the developers would like to use is allowed in both EBURD-IS (current zoning) and EBURD-13 Main Street (proposed zoning). However, the EBURD-IS zone does not allow residential use except for employees and caretakers. In addition, only two such "dwelling units" would be allowed for each 10,000 square feet of building area. The proposed buildings will have much less floor area than required and may or may not provide housing for "employees or caretakers". The recent amendment to the zoning code regarding the allowance for multi-unit developments in mixed-use and commercial zones does not apply to industrial zone districts including the EBURD-IS zone. It does apply to the EBURD-13 Main Street zone. The property is just east of the current EBURD-13 Main Street zone boundary and does fit in with the intended uses and description of this proposed zoning district:

> *EBURD 13th: The North 13th Street Main Street is intended to provide a walkable, shopping and dining corridor including office and residential areas adjacent to the Central Works and Industrial Sanctuary districts, while allowing appropriate craftsman industrial and commercial businesses.*

The property owner, Cal Paulson, and the agent, Zach Schopp, intend to develop the site with commercial shop spaces on the first floor and residential units above the shops. It is likely the structures will be attached side-by-side to achieve the urban form intended for the EBURD districts. There are no specific intended uses for the new structures other than shop space with residential apartments above those spaces.

APPLICATION DATA

OWNER: Cal Paulson
AGENT: Zach Schopp
LEGAL DESCRIPTION: Lots 6-12, Block 77, Billings Original Town
ADDRESS: 122 N 12th St
CURRENT ZONING: EBURD-Industrial Sanctuary (EBURD-IS)
PROPOSED ZONING: EBURD-13 Main Street
EXISTING LAND USE: Vacant
PROPOSED USE: Side-by-side live/work buildings
SIZE OF PARCEL: 24,500 square feet (.562 acres)

SURROUNDING LAND USE & ZONING

NORTH: Zoning: EBURD-IS Land Use: Western Ranch Supply storage lot
SOUTH: Zoning: EBURD-IS Land Use: Adult Store
EAST: Zoning: EBURD-IS Land Use: Wild Willy's Casino
WEST: Zoning: EBURD-13 Main Street Land Use: Shafer's Wild Game Processing, Home Grown retail

The city adopted the East Billings Urban Renewal Master Plan in 2009 with the idea of updating and revising the

existing zoning to support revitalization of this 400+ acre area east of downtown. The prior zoning for all property within EBURD was either Controlled Industrial or Heavy Industrial. The zone district boundaries were set based on how the master plan envisioned the redevelopment patterns. These included areas for residential, mixed uses, artisan and maker spaces, as well as the more industrial oriented uses on the far eastern end of the district. The Central Works district covers much of the center of the EBURD, while the mixed use and residential areas are geographically closer to downtown. The industrial focus has been along the eastern edges and part of the railroad interface along Montana Avenue.

The previous use on the property, Billings Bronze, produced sculpture and bronze pieces for decades before it burned down in February 2018 due to an electrical problem. The foundry produced bronze sculptures for artists that are featured in Billings, in Montana, throughout the United States and world-wide. The loss of the foundry had a significant impact on the local artist community and the EBURD development district. The property is south and west of the current location of Red Oxx manufacturing and sits just 1/2 block north of 1st Ave North, a major transportation corridor into and out of downtown Billings. Re-development of the property would help the east end of the EBURD district increase the vitality of the district and improve public safety in the area.

The Planning staff reviewed the request and recommended approval to the City Zoning Commission based on draft proposed findings of the 10 review criteria on August 6, 2024. The Zoning Commission concurred with this recommendation and findings. The proposed zoning fits in with the existing master plan and zoning plan for the EBURD. More industrial type uses are for the Industrial Sanctuary zone districts. The proposed zone of EBURD-13 Main Street will allow compatible development to the adjacent EBURD-IS zones and will complement the existing EBURD-13 Main Street district to the west. Adding a residential population to this area will help with "eyes on the street" natural surveillance and increase public safety as well as the livelihood of the area. The adjacent uses and zones are compatible with the proposed zoning. No objections were received from the adjacent owners.

STAKEHOLDERS

The applicant conducted the pre-application neighborhood meeting on April 24 at the subject property. No surrounding owners attended the meeting. The Planning staff published the legal advertisement, posted the property with a Zoning Request sign, mailed notice of the hearing to the property owners within 300 feet and published the application on the Current Zoning Application web page. Planning staff received no comments or inquiries concerning the zone change.

Zoning Commission Public Hearing August 6, 2024

The Zoning Commission held a public hearing on August 6, 2024, and received the staff recommendation and testimony from the applicant's agent, Zach Schopp. There was no other testimony received. Chairperson Dan Brooks closed the public hearing.

Commission member Greg McCall made a motion to recommend approval and adoption of the 10 review criteria. The motion was seconded by Commission member Andy Megorden, and it was approved on a unanimous vote (5-0).

City Council Public hearing August 26, 2024

The City Council held a public hearing and first reading of the zone change on August 26, 2024. The staff presented the City Zoning Commission recommendation and testimony was received from the applicant's agent, Zach Schopp. There was no other testimony.

Mayor Cole closed the public hearing. Council member Gulick made a motion to approve the zone change and adopt the findings of the 10 review criteria. The motion was seconded by Council member Neese and was approved on a unanimous vote with council members Aspenlieder, Shaw, and Owen not in attendance.

ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1051 as approved by the City Council on first reading; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1051; 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. The City Council approved the zone change

on first reading

FISCAL EFFECTS
Approval or denial of the zone change should have no effect on the Planning Division budget.

SUMMARY
Before making a decision on the zone change request, the City Council will consider the Zoning Commission's findings of the following criteria:

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:
Essential Investments:

- Infill development and development near existing city infrastructure may be the most cost effective.

Community Fabric:

- Cost-effective landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors

Strong Neighborhoods:

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Zoning and subdivision regulations that utilize Crime Prevention Through Environmental Design (CPTED) strategies result in safer neighborhoods
- Implementation of the Infill Policy is important to encourage development of underutilized properties

Prosperity:

- A diversity of available jobs can ensure a strong Billings' economy
- Successful businesses that provide local jobs benefit the community
- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
- Retaining and supporting existing businesses helps sustain a healthy economy

The property is an underutilized site with access to full city services. Entrepreneurship in Billings has always been a foundation of the local economy. Providing a live/work housing option will support these local small business owners as well as providing an affordable housing choice in an area in need of people. The proposed residential use will support the principles of CPTED and will help deter crime in the area.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning is a form-based code that requires site development standards and regulates uses to a lesser degree. The implementation of the form-based code along with building and fire codes during re-development will provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety will be promoted by the proposed zoning. The property has the potential to allow new mixed-use structures to be built to current building and safety codes. A full re-development of the property will benefit the general welfare by adding to the tax increment value of the EBURD. Vacant lots tend to attract vandals and transients. Development of this lot will help make this area of the EBURD safer.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
Transportation: The proposed zoning will not have any effect on the existing transportation system. The surrounding street system consists of arterial and local streets. Development of the property may require some changes in the infrastructure, but most of the right-of-way has been updated.
Water and Sewer: The City will provide water and sewer for the property. There will be no additional impacts on the system from the proposed zoning.
Schools and Parks: Schools and parks should not be affected by the proposed zoning.
Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments had

no concerns about the zone change.

5. Will the new zoning provide adequate light and air?
The proposed zoning provides for sufficient building separations to allow for adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?
The new zoning will have no effect on the transportation system. Traffic generation will not affect the local street network and surrounding intersections are traffic controlled.

7. Will the new zoning promote compatible urban growth?
The new zoning does promote compatibility with urban growth. The proposed zoning will allow this parcel to develop for residential and commercial uses that are compatible with the urban growth pattern.

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. The proposed zoning is identical to the zoning to the north and west of the subject property and is an appropriate zone with the adjacent businesses and arterial streets.

9. Will the new zoning conserve the value of buildings?
There are no buildings on the property.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will encourage an appropriate industrial use and building form on this property.

Attachments

ZC 1051 Ordinance

ORDINANCE 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for Lots 6 through 12, Block 77 of Billings Original Town, BE AMENDED

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

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION. Lots 6 through 12 of Block 77, Billings Original Town** are presently zoned **EBURD-Industrial Sanctuary** (**EBURD-IS),** 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 **Lots 6 through 12 of Block 77, Billings Original Town,** is hereby changed from **EBURD-IS,** to **EBURD-North 13th St Main Street** (**EBURD-13th**)**,** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **EBURD-13th,** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 26th day of August, 2024.

PASSED, ADOPTED and APPROVED on second reading this 9th day of September, 2024.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1051 – 112 N 12th St

City Council Regular

Date:	09/09/2024
Title:	Zone Change 1053 - 529 S Billings Blvd - N2 (Mid-Century Neighborhood) to CX (Heavy Commercial) - 2nd reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-24-00154

RECOMMENDATION

The Zoning Commission recommended approval and adoption of the 10 review criteria for Zone Change 1053. The City Council approved the zone change on first reading on August 26, 2024. A second reading is required to approve the zone change.

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

This is a zone change request for property located at 529 S Billings Blvd legally described as Parcel 1 of Certificate of Survey 666. The property is currently zoned N2 (Mid-Century Neighborhood), and shares a property line with Hanser's vehicle wrecking yard to the north. The site was originally developed with a residential home (1925) that is in significant disrepair. Hanser Properties purchased the parcel in late 2023 and the deed was filed in January 2024. Prior to this purchase, the property was filled with junk, trash, debris and salvaged materials by the previous owner and tenants. There were 11 code enforcement cases on the property between 2008 and 2023 - eight of those in the last 5 years. Since purchasing the property, Hanser Properties has cleared the lot of all debris and trash and secured the home. The residence is currently vacant.

The intent of the zone change is to allow Hanser Properties to use the rear portion of the property for storage of equipment used for the business. This would not include wrecked vehicles. Those vehicles would still be stored in the wrecking yard to the north. A wrecking yard is not a permitted use in the CX zone district. The wrecking yard to the north is zoned Light Industrial and has previously received special review approval from the City Council (2016).

This property is intended for the storage of abandoned vehicles that are towed by Hansers' Towing. Abandoned vehicles are reported to the Police Department or other public safety agencies. These are towed off the public street if not removed in a short period of time after notice is given to the owner. The towing company is required to store the towed vehicle for at least 30 days to give the owner time to retrieve the vehicle. Afterward, if not retrieved by the owner, the vehicle can be moved to the wrecking yard for parts or sent to a facility to be crushed. In addition, Hanser Properties would like to preserve the option in the future for residential uses on the property that will include all types of housing options, from single family to multifamily dwellings. The existing driveway will not be used for the immediate planned use as secure storage for abandoned vehicles. The tow trucks will enter through the wrecking yard and bring the abandoned vehicles into the rear portion of the subject property. The owners intend to remove the existing dwelling from the front, and install new fencing around the proposed storage area. Conversion of the property to this new use will require improvements to buffer the residential areas to the east and south.

South Billings Blvd is an arterial street with a large volume of daily traffic including all types of vehicles including tractor trailers, school buses, passenger vehicles and delivery vehicles. This section north of King Ave E is a main connection between the interstate and other arterial streets that go east to downtown and west to Laurel frontage Road and King Ave W. About 10,000 vehicle trips per day use this section of S Billings Blvd that does not include school traffic (Sept to May). An adjustment factor to adjust these traffic counts is between 1.1 and 1.2. There is a multi-use path constructed on this side of the street and is heavily used by school students and neighborhood residents.

The subject property received two previous zone changes prior to the 2021 zoning code overhaul and update. In May 1974, the property was changed from single family zoning (R96) to small lot single family zoning with options for multifamily dwellings (R60) - County Zone Change 14. In 2001, this lot and surrounding property was re-zoned from R60 and R96 to R70 and RMH zoning.

The subject property was not re-developed under those previous zoning changes while the property to the south and east was developed. Rebecca Estates off Newman Avenue is located in the former R70 zone district and Rebecca Estates Manufactured Home Park is located to the south in an RMH zone district. The current zoning for this parcel

and for Rebecca Estates off Newman Avenue is N2 - Mid-Century Neighborhood and the manufactured home park is still zoned RMH. Property to the north and west is zoned Light Industrial (I1) and all these parcels are owned by Hanser Properties. Hanser's Automotive started the development of the wrecking yard on the east side of S Billings Blvd in 2004 and completed the southern portion adjacent to the subject property in 2019.

The Planning staff reviewed the application and recommended approval to the Zoning Commission based on the draft proposed findings of the 10 review criteria for zone changes. The Zoning Commission concurred with the recommendation. The proposed zoning of CX is an interim and transitional zone between the existing I1 zoning and the N2 zoning to the south. The CX zone now allows the option for future development for residential use. The proposed use for storage of Hanser commercial vehicles as well as a dedicated long term storage space (30 to 60 days) of abandoned vehicles will allow the businesses to have secure off-street parking, reserving the ability for future redevelopment.

Expansion of the wrecking yard to this property would not be allowed in the CX zone. Re-development of the property will require a shielding fence and landscaping installed as per the B3 bufferyard standards in the zoning code. A B3 bufferyard is required between a CX zone used for non-residential purposes and any adjacent developed neighborhood zone. The B3 bufferyard is intended to diminish any negative impact on the adjacent homes by including trees and shrubs in addition to a sight-obscuring fence. Impacts to neighbors might include noise, dust, commercial lighting and similar activity that does not improve the quiet enjoyment of residential property. The required bufferyard should diminish these impacts to a great degree. Buildings and surrounding properties will benefit from property improvements and removal of nuisance conditions. Standards for commercial property adjacent to residential neighbors will apply to this property in addition to the landscaping requirements including shielded light fixtures if any are proposed. Single family residential uses along an arterial street tend to have a lower quality of life due to the impact of traffic volume and types of traffic that may include heavy trucks, buses and tractor trailers. Not all arterial streets have the same variety or volume of traffic, but S Billings Boulevard does have the volume and types of traffic that would tend to make single-family homes less comfortable.

OWNER: Hanser's Properties LP; Ralph Hanser
AGENT: JW Papez, P.E.
LEGAL DESCRIPTION: Parcel 1 of C/S 666
ADDRESS: 529 S Billings Blvd
CURRENT ZONING: N2
PROPOSED ZONING: CX
EXISTING LAND USE: one single family home
PROPOSED USE: Storage of equipment for Hanser's Automotive
SIZE OF PARCEL: 22,651 square feet

NORTH:
Zoning: I1
Land Use: Hanser's vehicle wrecking yard
SOUTH:
Zoning: N2
Land Use: Single family home
EAST:
Zoning: N2
Land Use: Single family homes
WEST:
Zoning: I1
Land Use: Hanser's Wrecking Service

STAKEHOLDERS

The applicant conducted a pre-application meeting at 502 S Billings Blvd on June 17, 2024. The synopsis of the meeting is attached. There were no surrounding owners who attended. The planning staff have not received input from any neighboring property owners. 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" web page maintained by the Planning Division.

Zoning Commission Public Hearing August 6, 2024

The Zoning Commission held a public hearing on August 6, 2024, and received the Planning staff recommendation and testimony from the applicant, Shel Hanser of Hanser Properties, and the agent, JW Papez. No other testimony was received. Chairperson Dan Brooks closed the public hearing.

Commission member David Goss made a motion to recommend approval and adoption of the findings of the 10

review criteria. The motion was seconded by Commission member Andy Megorden, and was approved on a unanimous vote (5-0).

City Council Public Hearing August 26, 2024

The City Council conducted a public hearing on August 26, 2024. The staff presented the City Zoning Commission recommendation and received testimony from the applicant and agent. No other testimony was received.

May Cole closed the public hearing. Council member Kennedy made a motion to approve the zone change and adopt the findings of the 10 review criteria. The motion was seconded by Council member Tidswell and was approved on a unanimous vote with council members Aspenlieder, Shaw, and Owen not in attendance. .

ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1053 as approved by the City Council on August 26; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1053; 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. The City Council approved the zone change on first reading.

FISCAL EFFECTS

The zone change will not have any effect on the Planning Division budget.

SUMMARY

Prior to making a decision on the zone change request, the City Council shall consider the Zoning Commission's recommended findings of the following criteria:

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following goals of the Growth Policy:
Community Fabric:

- Attractive street-scapes provide a pleasant and calming travel experience in urban and suburban neighborhoods.

Essential Investments:

- Infill development and development near existing city infrastructure may be the most cost-effective.

Strong Neighborhoods:

- Implementation of the Infill Policy is important to encourage the development of underutilized properties.

Prosperity

- Successful businesses that provide local jobs benefit the community.
- Retaining and supporting existing businesses helps sustain a healthy economy.

The South Billings Urban Renewal Master Plan envisioned this area between Newman Lane, Parkway Lane, Laurel Frontage Rd and King Ave E as the "Amend Village". This area of the Amend Village neighborhood north of Simpson Street up to Laurel Frontage Road was designated to increase business opportunities. The plan focused on re-invigorating the businesses along Laurel Frontage Rd by reintroducing street trees and better urban infrastructure. Hanser's Automotive has been a key agent of improvements on S Billings Blvd, including the installation of a "hawk" signal for a pedestrian crossing between their facilities on the west and east sides of the street, street lighting and street front landscaping.
.
The Hanser Automotive property on the west side of S Billings Blvd is constrained by adjacent property owners and

uses. Additional areas for secure parking or equipment and business vehicles are limited on the west side of S Billings Blvd. The proposed zoning of CX on the subject property would allow some additional area for parking and storage of business vehicles. The existing wrecking facility directly north of the subject property would not expand on to this parcel as CX zoning does not allow this use. The existing zoning of N2 would only allow one structure with 1 or 2 units without additional street frontage. A re-development under this zone could include a private street that would expand the number of dwellings on the property from 2 dwelling units. It is not likely a new development of one or two-family dwellings would make sense at this location. The proposed zoning would allow re-development to provide a secure parking storage area for Hanser's Automotive. The CX zone and other non-residential development has to provide an effective buffer between this use and the adjacent residential neighborhood. The zoning district is compatible with the character of S Billings Blvd and there are protections in place for the adjacent residential neighborhoods. The Infill Policy encourages development of vacant and undervalued property within the city limits with emphasis on efficient use of existing city infrastructure and services. The Growth Policy supports increasing opportunities for businesses to stay in Billings and continue to provide local jobs.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety will be promoted by the proposed zoning. Re-development of the vacant land in the city will promote public health and safety as well as the general welfare by improving the appearance of the area and adding value to the tax increment district. The adjacent residential neighborhood will be protected through the application of the zoning standards for any new development of the property and landscaping.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
Transportation: The proposed zoning will have little impact on the surrounding transportation system. The City Engineering Division will work closely with the owner to ensure any impacts are minimized.
Water and Sewer: The City already provides water and sewer to the property, but the existing residence is vacant. There will be no additional impact to the system at this time from the proposed zoning.
Schools and Parks: Schools and parks should be unaffected by the proposed zone change.
Fire and Police: The subject property is served by city public safety services. The Police Department had no concerns with the zone change and the Fire Department will be involved in any development plan and building permit(s).

5. Will the new zoning provide adequate light and air?
The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?
The new zoning will not have an immediate effect on vehicle and pedestrian traffic. The drive approach will remain in place. If the property is re-developed in the future, impacts on transportation will be evaluated at that time. Construction and demolition on the site may disrupt traffic patterns for short periods of time.

7. Will the new zoning will promote compatible urban growth?
The new zoning does promote compatibility with urban growth. The proposed zoning will allow commercial activity on an underutilized property as an infill project.

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. Development will include new buffer yards and landscaping to better insulate the existing neighborhood from commercial uses.

9. Will the new zoning conserve the value of buildings?
The property is currently developed with one single family dwelling. The existing home can remain and will not be de-valued by the proposed zoning. Residential use is allowed in the CX zone.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will permit commercial uses similar to surrounding uses to the north and west. Existing residential neighborhoods to the south and east will be protected by commercial development standards when that use is adjacent to a residential neighborhood.

Attachments

ZC 1053 Ordinance

ORDINANCE 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for Parcel 1, C/S 666, 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. Parcel 1, C/S 666** is presently zoned **Mid-Century Neighborhood Residential (N2),** 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 **Parcel 1, C/S 666,** is hereby changed from **Mid-Century Neighborhood Residential (N2),** to **Heavy Commercial (CX),** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Heavy Commercial (CX),** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 26th day of August, 2024.

PASSED, ADOPTED and APPROVED on second reading this 9th day of September, 2024.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1053 – 529 S Billings Blvd

City Council Regular

Date:	09/09/2024
Title:	Payment of Claims for week of August 5th, 2024
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $1,565,490.35 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

CouncilMemo wk of 08052024

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	873173	A+ Electric Motor	Wastewater	$ 1,200.53	WAS Pump 2 Replacement Motor
08/05/2024	873173	A+ Electric Motor	Water	$ 7,317.89	Willet Pump #1 Motor Recondition
08/05/2024	873173	A+ Electric Motor	Water	$ 423.87	Willet Pump #1 Motor Recondition; (shipping)
08/05/2024	873182	Askin Construction	Wastewater	$ 10,500.00	clean out large drying bed and haul to t
08/05/2024	873183	Automatic Doors Of Montana	Airport	$ 31,977.00	IP-9 Window Replacement
08/05/2024	873183	Automatic Doors Of Montana	Library	$ 1,250.00	i24297 semi-annual maintenance
08/05/2024	873192	Bruco	Library	$ 6,654.58	424656 Kaivac power washing machine
08/05/2024	873192	Bruco	Library	$ 283.50	424656 Kaivac power washing machine
08/05/2024	873192	Bruco	Park Dist 1	$ 177.48	toilet paper - 426054
08/05/2024	873192	Bruco	Park Dist 1	$ 893.40	toilet paper for parks - 426017
08/05/2024	873195	Chessen Ph.D. Bruce	Public Safety	$ 6,000.00	PSYCH EVALS: START DATE 8/19/2024
08/05/2024	873197	Communication Resources	Public Safety	$ 54,245.63	FIRE STATION 1-8 - ACCESS CONTROL
08/05/2024	873200	County Water District Of Blngs Heights	Park Dist 1	$ 4,879.93	COUNTY WATER CHARGES JULY 2024-ACCOUNT 08163
08/05/2024	873200	County Water District Of Blngs Heights	Park Dist 1	$ 29.76	COUNTY WATER CHARGES JULY 2024-ACCOUNT 13137
08/05/2024	873200	County Water District Of Blngs Heights	Park Dist 1	$ 2,930.33	COUNTY WATER CHARGES JULY 2024-ACCOUNT 13138
08/05/2024	873200	County Water District Of Blngs Heights	Parks Maint	$ 1,296.26	COUNTY WATER CHARGES JULY 2024-ACCOUNT 09174
08/05/2024	873200	County Water District Of Blngs Heights	Parks Maint	$ 1,692.68	COUNTY WATER CHARGES JULY 2024-ACCOUNT 10112
08/05/2024	873200	County Water District Of Blngs Heights	Parks Maint	$ 2,403.87	COUNTY WATER CHARGES JULY 2024-ACCOUNT 16219
08/05/2024	873200	County Water District Of Blngs Heights	Parks Maint	$ 2,929.28	COUNTY WATER CHARGES JULY 2024-ACCOUNT 17140
08/05/2024	873200	County Water District Of Blngs Heights	Parks Maint	$ 5,746.63	COUNTY WATER CHARGES JULY 2024-ACCOUNT 17196
08/05/2024	873200	County Water District Of Blngs Heights	Parks Maint	$ 5,689.05	COUNTY WATER CHARGES JULY 2024-ACCOUNT 30388
08/05/2024	873200	County Water District Of Blngs Heights	Public Safety	$ 869.80	FIRE 6-WATER SERVICES JUL 24-172260- GAL USED
08/05/2024	873203	Dakota Supply Group	Street/Traffic	$ 1,105.35	water valve risers
08/05/2024	873203	Dakota Supply Group	Water	$ 1,314.18	6" PVC Pipe - CLASS 200-SDR-14-C900- For Water
08/05/2024	873203	Dakota Supply Group	Water	$ 1,847.48	8" HYMAX COUPLING - 8.54-9.84 (86054021716)
08/05/2024	873203	Dakota Supply Group	Water	$ 344.85	8" MJ 22-1/2 BEND
08/05/2024	873203	Dakota Supply Group	Water	$ 1,333.80	TYLER 6860 #69 HD ADJUSTABLE RISER (TY502227)
08/05/2024	873203	Dakota Supply Group	Water	$ 7,530.00	Water Main Pipe PBD-035
08/05/2024	873204	Dustbusters	Street/Traffic	$ 5,942.43	inv#80822dustgard for gravel streets
08/05/2024	873204	Dustbusters	Street/Traffic	$ 6,791.35	inv#80824dustgard for gravel streets
07/31/2024	347009	EBMS Import	City Ins Fund	$ 2,645.08	EBMS INSURANCE PAYMENTS
07/31/2024	347033	EBMS Import	City Ins Fund	$ 8,441.02	EBMS INSURANCE PAYMENTS
07/31/2024	347035	EBMS Import	City Ins Fund	$ 19,705.16	EBMS INSURANCE PAYMENTS

Check Date	Check #	Name	Fund Name	Amount	Item Desc
07/31/2024	347037	EBMS Import	City Ins Fund	$ 5,506.02	EBMS INSURANCE PAYMENTS
07/31/2024	347039	EBMS Import	City Ins Fund	$ 13,111.47	EBMS INSURANCE PAYMENTS
07/31/2024	347041	EBMS Import	City Ins Fund	$ 60,567.37	EBMS INSURANCE PAYMENTS
07/31/2024	347055	EBMS Import	City Ins Fund	$ 5,073.88	EBMS INSURANCE PAYMENTS
07/31/2024	347065	EBMS Import	City Ins Fund	$ 5,394.23	EBMS INSURANCE PAYMENTS
07/31/2024	347094	EBMS Import	City Ins Fund	$ 5,833.07	EBMS INSURANCE PAYMENTS
07/31/2024	347095	EBMS Import	City Ins Fund	$ 3,396.70	EBMS INSURANCE PAYMENTS
07/31/2024	347096	EBMS Import	City Ins Fund	$ 2,657.17	EBMS INSURANCE PAYMENTS
07/31/2024	347102	EBMS Import	City Ins Fund	$ 9,313.80	EBMS INSURANCE PAYMENTS
07/31/2024	347128	EBMS Import	City Ins Fund	$ 18,735.30	EBMS INSURANCE PAYMENTS
07/31/2024	347132	EBMS Import	City Ins Fund	$ 6,620.00	EBMS INSURANCE PAYMENTS
08/05/2024	ACH	Eldorado National California	Transit	$ 16.39	90864129, Shipping 45 Degree Turbo EXH Elbow
08/05/2024	ACH	Eldorado National California	Transit	$ 2,800.00	90864129. 45 Degree Turbo EXH Elbow
08/05/2024	ACH	Eldorado National California	Transit	$ 2,100.00	90864130. 45Degree Turbo EXH Elbow
08/05/2024	ACH	Eldorado National California	Transit	$ 20.58	Invoice #90864108. Door Lock Keys
08/05/2024	ACH	Eldorado National California	Transit	$ 14.03	Invoice #90864108. Door Lock Keys Shipping
08/05/2024	873208	Elreg Distributors	Transit	$ 4,629.49	0141378-IN_Alternator-ENC
08/05/2024	873213	Fibertech Plastics	Wastewater	$ 11,142.40	Downtown Sewer Pipe Burst PBS036
08/05/2024	873214	First Montana Title	CDBG	$ 15,000.00	FTHB Steven Merritt 3011 6th Ave. S
08/05/2024	873215	Fisher Sand & Gravel	Street/Traffic	$ 4,772.48	asphalt
08/05/2024	873215	Fisher Sand & Gravel	Street/Traffic	$ 4,506.88	asphalt
08/05/2024	873215	Fisher Sand & Gravel	Street/Traffic	$ 3,623.68	asphalt
08/05/2024	873215	Fisher Sand & Gravel	Street/Traffic	$ 1,825.92	asphalt
08/05/2024	873215	Fisher Sand & Gravel	Street/Traffic	$ 13,541.12	asphalt
08/05/2024	873215	Fisher Sand & Gravel	Street/Traffic	$ 13,513.60	asphalt
08/05/2024	873216	GCR	Airport	$ 32,266.00	Software Contract & License Agreement - Setup
08/05/2024	873218	Global Assets Integrated	Public Safety	$ 1,500.00	Shipping
08/05/2024	873218	Global Assets Integrated	Public Safety	$ 6,800.00	ballistic, mechanical and explosive breaching door
08/05/2024	873221	Hawkins	Park Dist 1	$ 8,274.35	rose & south pools chemicals - 6819864
08/05/2024	873221	Hawkins	Water	$ 30,253.19	Coagulant for process.
08/05/2024	873222	Hi-Country Dock & Door	Public Safety	$ 2,800.00	Inv. 1407 Door maintenance at Fire Stations 2-6, 8
08/05/2024	873222	Hi-Country Dock & Door	Public Safety	$ 857.00	Inv. 1414 Overhead door at Fire Station 7
08/05/2024	873223	Hoppel	Public Safety	$ 450.00	ASSISTANT FIRE CHIEF

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	873223	Hoppel	Public Safety	$ 2,413.50	SUMMER 2024 TUITION
08/05/2024	873230	K2 Civil	Park Dist 1	$ 244,829.48	Jul 24 payment Castle Rock north parking lot
08/05/2024	873235	L N Curtis & Sons	Public Safety	$ 6,235.00	GLOBE ARCTIC SHADOW PULL ON BOOTS
08/05/2024	873235	L N Curtis & Sons	Public Safety	$ 15,176.00	GLOBE GPS PANTS
08/05/2024	873235	L N Curtis & Sons	Public Safety	$ 17,800.00	G-XTREME JACKET
08/05/2024	873239	Local 521	Public Safety	$ 1,800.00	BATTALION CHIEFS
08/05/2024	873239	Local 521	Public Safety	$ 17,550.00	CAPTAIN
08/05/2024	873239	Local 521	Public Safety	$ 900.00	CRU -
08/05/2024	873239	Local 521	Public Safety	$ 450.00	EMS ASSISTANT
08/05/2024	873239	Local 521	Public Safety	$ 14,850.00	ENGINEERS
08/05/2024	873239	Local 521	Public Safety	$ 2,700.00	FIRE PREVENTION BUREAU
08/05/2024	873239	Local 521	Public Safety	$ 18,000.00	FIREFIGHTERS
08/05/2024	873239	Local 521	Public Safety	$ 1,350.00	TRAINING
08/05/2024	873240	Lyngsoe Systems	Library	$ 3,000.00	007046 Plexiglass for sorter installation window
08/05/2024	873242	Mckinstry	Stillwater Const	$ 6,300.00	Indep. 3rd party commissioning services Stillwater
08/05/2024	873249	Motorola Solutions	ARPA	$ 52,475.00	PUBLIC SAFETY RADIO SYSTEM REPLACEMENT
08/05/2024	873249	Motorola Solutions	Capital Replace	$ -	PUBLIC SAFETY RADIO SYSTEM REPLACEMENT
08/05/2024	873249	Motorola Solutions	EOC 911	$ -	P. SAFETY RADIO SYSTEM, 911 FUNDS change orders
08/05/2024	873249	Motorola Solutions	EOC 911	$ 865.65	RADIO SYSTEM
08/05/2024	873249	Motorola Solutions	Radio	$ -	PUBLIC SAFETY RADIO SYSTEM REPLACEMENT
08/05/2024	873250	MT Dept of Rev-CGR2	Airport	$ 1,182.52	AIP-77 Terminal Expansion (GMP) - Federal Share
08/05/2024	873250	MT Dept of Rev-CGR2	Airport	$ 111.16	AIP-77 Terminal Expansion (GMP) - Inel Local Share
08/05/2024	873250	MT Dept of Rev-CGR2	Airport	$ 131.39	AIP-77 Terminal Expansion (GMP) - Local Share
08/05/2024	873250	MT Dept of Rev-CGR2	Airport	$ 323.00	IP-9 Window Replacement
08/05/2024	873250	MT Dept of Rev-CGR2	Facilities	$ 50.50	Monthly maintenance and repair at the Stillwater
08/05/2024	873250	MT Dept of Rev-CGR2	Park Dist 1	$ 2,473.03	Jul 2024; reconst of parking lot at Castlerock park
08/05/2024	873250	MT Dept of Rev-CGR2	Public Safety	$ 547.94	1% CGR, ACCESS CONTROL - TAX
08/05/2024	873250	MT Dept of Rev-CGR2	Stillwater Const	$ 144.76	installation of audio-visual systems in the Stillwater
08/05/2024	873257	NorthWestern Energy	Airport	$ 36,198.84	0100482-9. Vault Main Account. July 2024
08/05/2024	873257	NorthWestern Energy	Engineering	$ 31.49	July billing
08/05/2024	873257	NorthWestern Energy	Facilities	$ 9,676.58	0100507-3
08/05/2024	873257	NorthWestern Energy	Facilities	$ 10,955.74	3927205-9
08/05/2024	873257	NorthWestern Energy	General	$ 195.18	0712683-2

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	873257	NorthWestern Energy	Library	$ 11,480.23	3039007-4 Library electricity Aug 2024
08/05/2024	873257	NorthWestern Energy	Park Dist 1	$ 669.08	0722257-3
08/05/2024	873257	NorthWestern Energy	Park Dist 1	$ 343.94	0722260-7
08/05/2024	873257	NorthWestern Energy	Park Dist 1	$ -	0723027-9
08/05/2024	873257	NorthWestern Energy	Park Dist 1	$ -	0723052-7
08/05/2024	873257	NorthWestern Energy	Park Dist 1	$ 687.86	0723170-7
08/05/2024	873257	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
08/05/2024	873257	NorthWestern Energy	Park Dist 1	$ 8.70	4081700-9 july 2024 electrical charges for 8th ave n
08/05/2024	873257	NorthWestern Energy	Parking	$ 435.04	0720829-1
08/05/2024	873257	NorthWestern Energy	Parking	$ 1,368.76	1569636-2
08/05/2024	873257	NorthWestern Energy	Parking	$ 1,361.58	1594282-4
08/05/2024	873257	NorthWestern Energy	Parks Maint	$ 163.03	1059093-3
08/05/2024	873257	NorthWestern Energy	Public Safety	$ 647.34	0712537-0
08/05/2024	873257	NorthWestern Energy	Public Safety	$ 478.96	0720840-8
08/05/2024	873257	NorthWestern Energy	Public Safety	$ 221.49	1984150-1
08/05/2024	873257	NorthWestern Energy	Public Safety	$ 611.50	1984155-0
08/05/2024	873257	NorthWestern Energy	Public Safety	$ 3,681.55	3448739-7
08/05/2024	873257	NorthWestern Energy	Transit	$ 28.01	0712764-0
08/05/2024	873257	NorthWestern Energy	Wastewater	$ 2,792.84	2132749-9
08/05/2024	873257	NorthWestern Energy	Wastewater	$ 206.32	389 62nd St Lift Entrance. June 2024
08/05/2024	873257	NorthWestern Energy	Wastewater	$ 299.36	Pipestone Equipment 16056
08/05/2024	873257	NorthWestern Energy	Water	$ 126.31	0722252-4
08/05/2024	873257	NorthWestern Energy	Water	$ 8,184.19	0723043-6
08/05/2024	873261	Pipelogix	Wastewater	$ 2,500.00	Tech Support ..Exp 07/30/2025...
08/05/2024	873263	Polydyne	Wastewater	$ 58,608.00	Dry Polymer for centrifuge operation
08/05/2024	873267	Reliable Mechanical & Controls	Facilities	$ 4,999.50	Extend existing Contract through December 31, 2024
08/05/2024	873268	Rimrock Foundation	PD Program	$ 54,987.36	COSSAP grant expenses for qtr end 6/30/24.
08/05/2024	873273	Routeware	Solid Waste	$ 2,178.22	Services for June 2024
08/05/2024	873273	Routeware	Wastewater	$ 2,178.23	Services for June 2024
08/05/2024	873273	Routeware	Water	$ 2,904.30	Services for June 2024
08/05/2024	873280	Skycon	Airport	$ 1,728.24	Jet Bridge Gate B4 Fix Due to Foundation Being Wrong
08/05/2024	873280	Skycon	Airport	$ 20,428.70	Jet Bridge Gate B4 Fix Due to Foundation Being Wrong
08/05/2024	873284	Stewart Title Company	CDBG	$ 15,000.00	FTHB Jon Baker 4115 Roosevelt Ave.

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	873291	TeleData Tech	Stillwater Const	$ 14,331.52	installation of audio-visual systems in the Stillwater
08/05/2024	873294	Toshiba International	Water	$ 20,571.21	Repair to WTP Pump H2-1; Invoice # 90428030
08/05/2024	873294	Toshiba International	Water	$ 296.79	WTP Pump H2-1 Service Repair. Shipping charges
08/05/2024	873295	Trojan Tech	Water	$ 4,636.40	UV system repair
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 115.00	A1 Jds Lock - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 737.50	Air Controls-Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 64.99	Albertsons #1227 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 11.99	Albertsons #1227 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 285.00	Allegiant* Allegiant T - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 775.00	Alpine Plumbing Heating & - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 80.09	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 156.29	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 260.89	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 48.98	Amazon Mktpl*R73Bv4Sb2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 27.67	Amazon Mktpl*R752B9Er2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 399.96	Amazon Mktpl*Rs7Up7Kw1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 438.96	American Air0012159733661 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 438.96	American Air0012159733662 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 45.00	At&T 15578 Smd6 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 427.98	Best Buy 00005926 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 4.04	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 10.00	Billings Chamber Of Comme - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 859.72	Billings Nursery And Land - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 175.00	Billings Overhead Door In - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 270.00	Billings Overhead Door In - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 281.77	Costco Whse #1644 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Culligan Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 14.86	Dkc*Digi Key Corp - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 29.75	Dollar Tree - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 108.99	Dtv*Directv Service - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 26.08	Dxp Enterprises - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 549.95	Ebay O*04-11811-95469 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 59.93	Econo Print - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 85.93	Evergreen Ace Hardware - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 215.28	Evergreen Ace Hardware - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 429.50	Fsp*Generator Starter Sho - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 14.70	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 1,025.43	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 159.99	Harbor Freight Tools 207 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 8.99	Harbor Freight Tools 207 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 50.00	In *Cotter'S Sewer, Septi - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 1,525.00	In *Mjr Industries, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 2,030.00	In *Mjr Industries, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 1,525.00	In *Mjr Industries, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 500.00	In *Mjr Industries, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 218.00	In *Universal Awards - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 2,998.94	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 7.99	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 16.99	Lockwood Ace Hardware - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 374.79	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 175.00	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 189.79	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 489.11	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 2,343.59	Nwestco - 001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 2,481.46	Nwestco - 001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 45.00	Party America Billings He - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 92.00	Redd''S Prints & Signs In - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 288.50	Safety Kleen Systems - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 695.98	Sams Club #4805 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 1,516.00	Sams Club#4805 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 75.21	Sp Ventmastersstore. - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Spic And Span - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 981.96	Sprayingequipment.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 244.20	Sq *Hotsy Wy-Mont - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ (100.00)	Sq *Tvetene Turf, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 1,213.23	State Chemic*State Che - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 21.25	Superior Water Solutions - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 775.00	The Montana Quarterly - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 23.80	The Rubber Stamp Shop, - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 4,163.72	The Supply Cache - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 34.99	Tractor-Supply-Co #0303 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 44.17	Tractor-Supply-Co #0303 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 36.40	Ups*1Z8V61Nt0324726428 - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 3,207.77	Usda Aphis Act Hldr - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 1,067.00	Yellowstone Electric Comp - PCard
08/05/2024	ACH	U.S. Bank PCards	Airport	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/05/2024	ACH	U.S. Bank PCards	Building	$ 22.99	Amazon Mktpl*R78Ef83G2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Building	$ 49.50	American Water Technol - PCard
08/05/2024	ACH	U.S. Bank PCards	Building	$ 11.98	Harbor Freight Tools 207 - PCard
08/05/2024	ACH	U.S. Bank PCards	Building	$ 200.00	Icma Online - PCard
08/05/2024	ACH	U.S. Bank PCards	Building	$ 75.71	Montana Mmm - PCard
08/05/2024	ACH	U.S. Bank PCards	Building	$ 265.00	Pzg**Mt Dli Ebiz - PCard
08/05/2024	ACH	U.S. Bank PCards	Building	$ 50.00	Pzg**Mt Dli Ebiz - PCard
08/05/2024	ACH	U.S. Bank PCards	Building	$ 265.00	Sq *Auto Auction Of Monta - PCard
08/05/2024	ACH	U.S. Bank PCards	Building	$ 44.90	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	CDBG	$ 100.30	Amazon Mktpl*Rc3Zs5Ia0 - PCard
08/05/2024	ACH	U.S. Bank PCards	CDBG	$ 3,510.64	Cncs - PCard
08/05/2024	ACH	U.S. Bank PCards	CDBG	$ 36.95	Credit Technologies, Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	CDBG	$ 4.70	Sq *Maple Moose Coffee An - PCard
08/05/2024	ACH	U.S. Bank PCards	CDBG	$ 80.00	Sq *The Grand Escape Room - PCard
08/05/2024	ACH	U.S. Bank PCards	Central Services	$ 140.79	360 Office Solutions Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Court Grants	$ 59.88	Amazon Mktpl*Ry8Zt6Lu2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Court Grants	$ 276.86	Wal-Mart #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	Court Grants	$ 72.00	Wm Supercenter #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	Court Grants	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/05/2024	ACH	U.S. Bank PCards	Engineering	$ 68.80	4Te*Alarm Monitoring Serv - PCard
08/05/2024	ACH	U.S. Bank PCards	Engineering	$ 54.50	4Te*Alarm Monitoring Serv - PCard
08/05/2024	ACH	U.S. Bank PCards	Engineering	$ 105.00	Ace Electric - PCard
08/05/2024	ACH	U.S. Bank PCards	Engineering	$ 81.33	Costco Whse #1644 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Engineering	$ 395.00	Dlt Solutions- Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Engineering	$ 41.99	Fastenal Company 01Mtbll - PCard
08/05/2024	ACH	U.S. Bank PCards	Engineering	$ 389.98	Mti Miovisiontech - PCard
08/05/2024	ACH	U.S. Bank PCards	Engineering	$ 30.00	Pzg**Mt Dept Environ Q - PCard
08/05/2024	ACH	U.S. Bank PCards	Engineering	$ 2,194.78	R.L. Armacost, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 1,170.00	Air Controls-Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 1,418.06	Air Controls-Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 89.73	Amazon Mktpl*Ry55214Z2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 249.00	Cbi*Draftsight - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 585.06	Gensco-Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 209.00	Jares Fence Company Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 157.44	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 60.00	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 1,717.07	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 25.98	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 95.00	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 64.75	Spinfresh Laundry - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 14.00	Spinfresh Laundry - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 66.50	Spinfresh Laundry - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 49.00	Spinfresh Laundry - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 59.50	Spinfresh Laundry - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 20.00	Spinfresh Laundry - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 24.50	Spinfresh Laundry - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 175.00	Sq *Gated Solutions - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 1,124.00	Summit Fire And Security - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 525.00	Summit Fire And Security - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 41.25	Superior Water Solutions - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 54.33	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Facilities	$ 198.04	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	FireStation Const	$ 398.00	Mcwholesale - PCard
08/05/2024	ACH	U.S. Bank PCards	Fleet	$ 18.99	360 Office Solutions-Blgs - PCard
08/05/2024	ACH	U.S. Bank PCards	Fleet	$ 569.72	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Fleet	$ 146.50	Mccourt Label Company - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Fleet	$ 247.99	Office Depot #1080 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 370.35	360 Office Solutions Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 38.00	Aaim - Services - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 14.99	Adobe *Adobe - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 59.99	Adobe *Adobe - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 154.87	Albertsons #0038 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 24.99	Albertsons #0038 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 0.89	Albertsons #1227 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 33.99	Amazon Mar* Fire/Counc - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 72.99	Amazon Mktpl*R70Jp7Tf2 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 79.99	Amazon Mktpl*Rc1Dn3Xs2 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 5.03	Amazon Mktpl*Rc1Dn3Xs2 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 89.94	Amazon Mktpl*Rj03F7O90 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 50.09	Amazon Mktpl*Rs97O61C2 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 89.99	Amazon.Com*Rj8886Zz1 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 180.00	Amc 4290 Shiloh 14 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 229.54	Amc 4290 Shiloh 14 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 25.99	Amzn Mktp Us*Rs6Mj11W1 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 62.00	Batteries+Bulbs #0253 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 143.12	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 499.00	Billings Ink And Toner, I - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 2.19	Cenex- Zip Trip #56 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 29.95	Cenex- Zip Trip #56 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 366.10	City Of Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 90.00	Dex Imaging - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 36.50	Dollar Tree - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 119.88	Dropbox*65Npdj36B77L - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 621.95	Econo Print - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 1,166.00	Elk River Outfitters - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 1,007.00	Elk River Outfitters - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 1,023.56	Get Air Billings, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 36.53	Heights Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 1,275.90	Insight Public Sector - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	General	$ 125.97	Jimmy Johns - 1646 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 147.00	Last Chance Pub - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 625.00	Medallion Vault & Casket - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 45.00	Northern Hotel - Berni - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 25.36	Office Depot #450 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 20.00	Openai *Chatgpt Subscr - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 200.00	Py *Mosaic Threads, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 526.62	Recreation Supply Company - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 2.99	Remarkable - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 49.00	Rocky Mountain Governm - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 290.75	Samsclub.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 21.96	Samsclub.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 16.98	Samsclub.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 461.95	Sq *Digital Layer Design - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 74.45	Stellas Kitchen & Bakery - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 300.00	Sunset Bowl - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 87.10	Target 00001719 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 23.49	Target 00013334 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 26.00	Target.Com * - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 10.00	Target.Com * - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 102.32	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 179.10	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 45.00	Tst* Bin 119 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 70.00	Tst* The Windmill & Bar 5 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 8.73	Usps Po 2907800103 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 59.12	Wal-Mart #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 169.41	Wal-Mart #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 9.88	Wal-Mart #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 187.50	When I Work, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 200.00	Wheniwork.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 149.00	Wm Supercenter #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 55.88	Wm Supercenter #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 89.88	Wm Supercenter #2923 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	General	$ 39.88	Wm Supercenter #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 112.96	Wm Supercenter #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 80.00	Yellowstone Wildlife San - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 80.00	Yellowstone Wildlife San - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 49.00	Zoom.Us 888-799-9666 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 58.09	Zoom.Us 888-799-9666 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/05/2024	ACH	U.S. Bank PCards	General	$ 120.00	Zoomontana Pos - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 30.80	Amazon Mktpl*Rj8Vo6Cy0 - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 210.00	Amazon Mktpl*Ry2H827F0 - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 69.09	Amazon Mktpl*Ry7Yf9M61 - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 19.98	Amazon Mktpl*Ry81L0Kb0 - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 9.99	Amazon Mktpl*Ry8Cr9Ht2 - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 232.43	Caesars Place Adv Rsvn - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 269.10	Cbi*Easeus - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 110.00	Creative Monograms Smb - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 602.95	Delta Air 0062252158260 - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 518.00	Digicert - PCard
08/05/2024	ACH	U.S. Bank PCards	IT Resources	$ 1,165.50	Isc2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 2,551.62	360 Office Solutions Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 782.04	360 Office Solutions Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 8.78	360 Office Solutions Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 37.36	Albertsons #4025 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 31.47	Amazon Mar* 112-333127 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 25.48	Amazon Mktpl*R70R41331 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 67.97	Amazon Mktpl*Rj06D1Zk0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 24.48	Amazon Mktpl*Rj79O0301 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 37.59	Amazon Mktpl*Rs2Ud6Oo2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 55.99	Amazon Mktpl*Rs48U3P41 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 53.02	Amazon Mktpl*Rs9743Lz2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 11.98	Amazon Mktpl*Ry45V0542 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 26.00	Amazon Mktpl*Ry4Je1N41 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 14.90	Amazon Mktpl*Ry9Vq7Q91 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Library	$ (54.39)	Amazon Mktplace Pmts - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 5.91	Amazon Ret* 112-811866 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 19.99	Amazon Ret* 20240711-A - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 35.00	Amazon Ret* 20240711-A - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 33.39	Amazon.Com*Rj89R10N0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 10.00	Amazon.Com*Rs6V054I0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 3.99	Amzn Mktp Us*Rs0Mj4Nd2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 9.53	Amzn Mktp Us*Rs0Mj4Nd2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 31.71	Amzn Mktp Us*Rs1Dh0Wv0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 13.18	Amzn Mktp Us*Rs5Lm6I12 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 3.99	Amzn Mktp Us*Rs6Rp4X70 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 18.32	Amzn Mktp Us*Rs6Rp4X70 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 7.00	Amzn Mktp Us*Rs78L6Ja0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 3.99	Amzn Mktp Us*Rs78L6Ja0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 34.99	Amzn Mktp Us*Ry1Jx37S0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 3.99	Amzn Mktp Us*Ry1Jx37S0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 3.99	Amzn Mktp Us*Ry2Sh4900 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 3.19	Amzn Mktp Us*Ry2Sh4900 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 5.49	Amzn Mktp Us*Ry38Q55L2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 8.39	Amzn Mktp Us*Ry38Q55L2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 5.99	Amzn Mktp Us*Ry48P59J2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 9.82	Amzn Mktp Us*Ry4Ax0Mo1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 24.95	Amzn Mktp Us*Ry5Dx0551 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 32.99	Amzn Mktp Us*Ry9Ub8Sb0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 3.98	Amzn Mktp Us*Ry9Ub8Sb0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 74.90	Anc* Newspapers.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 53.00	Batteries+Bulbs #0253 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 60.00	Batteries+Bulbs #0253 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ (60.00)	Batteries+Bulbs #0253 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 33.66	Billings Hardware & Servi - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 239.22	Brodart Supplies - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 9.99	Cricut - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 285.00	Data Axle-Citydirectories - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Library	$ 30.00	Gan*1094Grfalltribcirc - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 34.00	Gan*Usatodaycirc - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 27.58	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 119.99	Joann Stores*Joann.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 1,070.57	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 56.08	Laurel Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 172.20	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 9.49	Michaels Stores 9916 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 183.66	Online Metal - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 20.76	O'Reilly 1751 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 172.13	Otc Brands *Otc Brands - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 499.00	Paypal *Stevendharg - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 235.05	Pierce Rv Supercenter - - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 8.98	Samsclub #4805 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 343.00	Simply Family Magazine, I - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 77.15	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 14.54	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 195.02	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 179.00	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 556.57	The Home Depot 3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 8.54	The Mail Drop - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 311.46	The Webstaurant Store Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 103.57	Uline *Ship Supplies - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 95.33	Vernon Library Supplies - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 14.97	Wal-Mart #4412 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 297.90	Walmart.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 432.90	Walmart.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 23.52	Wm Supercenter #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 324.00	Yourmembership - PCard
08/05/2024	ACH	U.S. Bank PCards	Library	$ 324.00	Yourmembership - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 320.97	360 Office Solutions Inc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 1,131.02	360 Office Solutions Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 33.99	Amazon Mktpl*Rc9Mk08A1 - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 199.64	Amazon Mktpl*Rs7I85Nm1 - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 126.55	Amazon.Com*R73Pt9Hk0 - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 46.95	Amzn Mktp Us*Rs9Cl9Ls2 - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 235.12	Arvon Block Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 32.86	Cenex-Town And Country S - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 59.96	Costco Whse #1644 - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 30.59	Holiday Stations 0273 - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 210.00	Mtleague.Org - PCard
08/05/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 266.95	Paypal *Genuinemark - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 670.76	A & I Distributors - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 49.95	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 439.20	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 439.44	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 576.00	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 909.08	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 386.40	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 870.00	Absaroka River Adventures - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,655.00	Absaroka River Adventures - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 54.99	Adobe *Adobe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Adobe *Adobe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 60.68	Adobe Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 36.90	Albertsons #0038 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 25.96	Albertsons #0038 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 25.92	Albertsons #0038 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 44.81	Albertsons #0038 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 20.94	Albertsons #0038 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.48	Albertsons #4041 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 5.02	Amazon Mktpl*Rc1Dn3Xs2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 108.65	Amazon Mktpl*Rj8Ye2421 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 34.99	Amazon Mktpl*Rj9Mc23F0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 50.99	Amazon Mktpl*Rs0N04F31 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 7.98	Amazon Mktpl*Rs4963432 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 15.23	Amazon Mktpl*Rs4Wc4Lh2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 16.99	Amazon Mktpl*Rs4Wc4Lh2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 217.78	Amazon Mktpl*Rs8X28Ot2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 16.19	Amazon Mktpl*Ry0B288D2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 122.00	Amazon Mktpl*Ry25V1Dm0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 102.16	Amazon Mktpl*Ry48M7Af1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 168.41	Amazon Mktpl*Ry4Vo4Xi1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.98	Amazon Mktpl*Ry6Cv28U2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 230.44	Amazon Mktpl*Ry8Y794H1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 887.95	American Air0012157688919 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 184.00	American Red Cross - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 4.99	Ampd Strong - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Ampd Strong - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 114.80	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 9.79	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 111.92	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 362.47	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 12.90	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 85.15	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 99.17	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 157.94	Billings Hardware & Servi - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 561.97	Billings Hardware & Servi - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 46.12	Bloedorn Lumber Co- Bi - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 21.21	Bloedorn Lumber Co- Bi - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 594.66	Buddy Punch - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,071.90	C B Operations Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 22.48	Cab Store Billings, Mt - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 179.10	Cc* Crumbl Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 964.75	City Of Billiings Buildin - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 564.00	City Of Billings Engineer - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 5.00	Dollar Tree - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 7.50	Dollar Tree - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 3.75	Dollar Tree - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 425.69	Domino'S 7005 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 442.20	Dxp Enterprises - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 583.00	Elk River Outfitters - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 583.00	Elk River Outfitters - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 954.00	Elk River Outfitters - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Evergreen Ace Hardware - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 63.98	Evergreen Ace Hardware - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 39.99	Evergreen Ace Hardware - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 71.88	Evergreen Ace Hardware - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 34.49	Ferguson Ent #1342 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 332.70	Ferguson Ent 2006 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 907.62	Get Air Billings, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 527.95	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 146.36	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 545.89	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 63.36	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 570.48	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 134.60	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 87.47	Harbor Freight Tools 207 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 119.86	Harbor Freight Tools 207 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 403.20	Headwater Companies Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 83.98	Heights Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 51.99	Heights Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 32.97	Heights Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 31.00	Heights Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 24.72	Heights Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 89.95	Heights Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 47.95	Heights Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 276.50	Hose & Rubber Supply - B - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 131.98	Hose & Rubber Supply - B - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 261.86	Interstate Battery Of The - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 103.27	Issa Intl Sports Scien - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 230.00	Jimmy Johns - 1646 - E - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 99.68	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 92.54	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 273.77	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 180.40	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 95.91	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 11.18	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 54.87	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 30.99	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 29.66	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 159.97	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 159.23	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 125.92	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 65.68	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 748.00	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 124.02	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 299.00	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 73.93	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.97	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 216.25	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 420.00	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 809.06	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 237.76	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 184.50	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 50.46	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 273.09	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 241.69	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 420.00	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,706.06	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 114.67	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 20.47	Midland Implement Co - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 157.03	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 420.00	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 274.68	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 39.33	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 980.82	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 952.98	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 513.82	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,155.00	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 267.09	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,050.28	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 516.88	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 61.71	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 560.00	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 92.05	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 399.27	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 22.75	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,444.50	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 420.00	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 420.00	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 85.93	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 32.03	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 369.60	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,047.60	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 3.78	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 44.68	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 501.93	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 29.99	Murdoch'S Ranch&Home #37 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 310.59	Napa Store 3547001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 43.39	Napa Store 3547001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 347.50	Northwest Seed-Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.40	Office Depot #1080 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.39	Office Depot #1080 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 27.19	Office Depot #1080 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 6.19	Office Depot #450 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 80.94	O'Reilly 1551 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 13.01	Pacific Steel Branch #02 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 195.00	Paypal *Yvc - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 4,413.00	Pepsicola Bottling Compan - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 110.00	Pepsicola Bottling Compan - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,070.00	Rj Thomas Mfg Pilot Roc - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 43.44	Sams Club #4805 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 202.60	Samsclub #4805 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 269.34	Samsclub.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 341.50	Samsclub.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 380.64	Samsclub.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 703.16	Samsclub.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 23.98	Scheels - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,354.92	Security View Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,500.00	Security View Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 67.57	Shamrock Fsw590 Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 219.99	Sherrilltree - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 64.14	Sherwin Williams 701710 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 164.93	Sherwin Williams 703429 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 119.98	Shipton'S Big R East - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 10.54	Shipton'S Big R East - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 89.99	Shipton'S Big R West - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 79.98	Shipton'S Big R West - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 24.99	Shipton'S Big R West - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 119.98	Shipton'S Big R West - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 24.99	Shipton'S Big R West - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 39.99	Shipton'S Big R West - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 252.00	Skateworld - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 456.00	Skateworld - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 225.00	Snappyduds - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 138.00	Sp Truewerk - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 79.99	Spectrum - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 16.99	Spotify Usa - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 408.00	Sq *Bitterroot Sip And Pa - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 264.00	Sq *Bitterroot Sip And Pa - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 219.35	Sq *Hotsy Wy-Mont - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 185.00	Sq *Moss Mansion Museum - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 480.00	Sq *Wild Rose Paintball / - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 330.00	Sq *Wild Rose Paintball / - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 69.00	Sq *Yellowstone Western H - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 255.00	Sunset Bowl - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 142.50	Sunset Bowl - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 322.50	Sunset Bowl - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 157.50	Sunset Bowl - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 25.99	Target 00001719 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 54.04	Target 00013334 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 50.00	Textmagic.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 69.94	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 48.18	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 23.94	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 51.75	Tire Rama 105 It - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 25.00	Tire Rama 105 It - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 850.46	Tire Rama 105 It - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 190.20	Tire Rama 105 It - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 146.52	Tst* Waterpark - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 146.52	Tst* Waterpark - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 322.00	Tst* Waterpark - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 150.96	Tst* Waterpark - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 69.95	Tummee Yoga Platform - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 41.72	Vtu*Montana*Mvd - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 0.96	Vtu*Montana*Svc - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 199.88	Wal-Mart #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 35.96	Wal-Mart #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 9.94	Wal-Mart #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 89.93	Walmart.Com Aa - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 139.00	West End Lock And Securit - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 203.00	West End Lock And Securit - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 41.25	West End Lock And Securit - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 264.00	West End Lock And Securit - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 478.95	Wilbur Ellis Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 185.00	Wise Wonders Museum - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 57.25	Wm Supercenter #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 64.40	Wm Supercenter #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 107.72	Wm Supercenter #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.98	Wm Supercenter #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 29.07	Wm Supercenter #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 75.87	Wm Supercenter #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 142.87	Wm Supercenter #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 40.34	Wm Supercenter #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 91.39	Wm Supercenter #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.14	Wm Supercenter #2923 - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 237.74	Wristbandexpresscom - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
08/05/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 530.69	Air Controls-Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 14.99	Amazon Mktpl*Rs5Ls8Tv2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 5.19	Amazon Mktpl*Rs5Ls8Tv2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 78.99	Amazon Mktpl*Rs5Ls8Tv2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 49.97	Amazon.Com*Rc2B87Gr1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 112.85	Amazon.Com*Ry0Qh9162 - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 1.00	City Of Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 1.00	City Of Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 133.20	Current Components, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 133.20	Current Components, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 133.20	Current Components, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 133.20	Current Components, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 109.99	Dmi* Dell Bus Online - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 221.84	Econo Print - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 132.91	Econo Print - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 26.64	Fedex79465031 - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 63.10	Fedex79700895 - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 6.99	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 6.99	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 18.33	Spic And Span - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 18.33	Spic And Span - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 15.00	Spic And Span - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 18.34	Spic And Span - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 15.00	Spic And Span - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 15.00	Spic And Span - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 35.00	Sq *Skyline Services, Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 115.00	Sq *Skyline Services, Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Parking	$ 145.00	Sq *Skyline Services, Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Parks Maint	$ 352.47	In *Biolynceus, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Parks Maint	$ 758.45	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Parks Maint	$ 652.60	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Parks Maint	$ 2.76	Midland Implement Co - PCard
08/05/2024	ACH	U.S. Bank PCards	Parks Maint	$ 200.00	Wilbur Ellis Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Parks Maint	$ 186.45	Yellowstone Valley Elect - PCard
08/05/2024	ACH	U.S. Bank PCards	Parks Maint	$ 20.28	Yellowstone Valley Elect - PCard
08/05/2024	ACH	U.S. Bank PCards	Parks Maint	$ 42.59	Yellowstone Valley Elect - PCard
08/05/2024	ACH	U.S. Bank PCards	Parks Maint	$ 19.47	Yellowstone Valley Elect - PCard
08/05/2024	ACH	U.S. Bank PCards	Parks Maint	$ 222.43	Yellowstone Valley Elect - PCard
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 79.98	360 Office Solutions Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 128.00	Amazon Mktpl*R71Ch1Gu1 - PCard
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 77.85	Chinook Medical Gear Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 35.00	Delta Air Baggage Fee - PCard
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 4,697.50	Enterprise Rent-A-Car - PCard
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 81.51	Fox Outdoor Products L - PCard
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 3,723.00	Motorola Solutions Onlin - PCard
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 675.68	North American Rescue Ll - PCard
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 465.50	So Pt Hotel And Casino - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 490.50	So Pt Hotel And Casino - PCard
08/05/2024	ACH	U.S. Bank PCards	PD Program	$ 2,736.12	Sp Tactical Medical - PCard
08/05/2024	ACH	U.S. Bank PCards	Phone System	$ 5.99	Amazon Mktpl*Rs4O27Gy1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Phone System	$ 48.50	Insight Public Sector - PCard
08/05/2024	ACH	U.S. Bank PCards	Phone System	$ 143.42	Insight Public Sector - PCard
08/05/2024	ACH	U.S. Bank PCards	Phone System	$ 91.58	Insight Public Sector - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 22.01	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 42.00	American Water Technol - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 459.00	Apa - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 173.00	Apa - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 1,060.90	Association Of Metropo - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 130.00	Association Of Pedestrian - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 395.19	Column Public Notice - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 12.16	Facebk *Wwnpy3Gw92 - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 250.00	Montana Association Of - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 250.00	Montana Association Of - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 65.00	Montana Association Of - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 250.00	Montana Association Of - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 250.00	Montana Association Of - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 250.00	Montana Association Of - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 20.00	Sq *Evergreen Deli - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 10.40	The Rubber Stamp Shop, - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 10.00	Tst* Poly'S Place - PCard
08/05/2024	ACH	U.S. Bank PCards	Planning	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 161.57	360 Office Solutions Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 359.10	4Te*Alarm Monitoring Serv - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 316.49	Airbnb Hmfh28Jj9H - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 321.11	Airbnb Hmyesm8Hx3 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 107.80	Albertsons #0630 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 7.38	Albertsons #1227 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 68.32	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 28.35	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 28.11	Alsco Inc. - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 28.81	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 28.63	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 6.08	Amazon Mar* Fire/Counc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 28.67	Amazon Mktpl*R70Fi6Xp1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 238.44	Amazon Mktpl*R71Am5Xx2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 43.49	Amazon Mktpl*R72Ti0Gw2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 175.96	Amazon Mktpl*R74T10Nj1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 7.70	Amazon Mktpl*Rj8Vo6Cy0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 197.90	Amazon Mktpl*Rj9En6Nq1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 56.16	Amazon Mktpl*Rs2Ht8Gp2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 8.49	Amazon Mktpl*Rs4O27Gy1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 67.96	Amazon Mktpl*Ry2588Ae2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 100.00	Amazon Mktpl*Ry2H827F0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 767.43	Amazon Mktpl*Ry6Lz6T22 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 167.23	Amazon Mktpl*Ry6Ri45N2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 300.00	Amazon Mktpl*Ry9W74Mb0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 48.12	Amazon Ret* 112-259706 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 118.20	Amazon Retail* Fire 1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 15.49	Amazon.Com*Ry1728Ud0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 203.98	Amzn Mktp Us*Rs1C185W0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 304.99	Amzn Mktp Us*Rs1Xg9Bf1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 32.49	Amzn Mktp Us*Rs2Yi22A1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 81.00	Amzn Mktp Us*Rs64V9Ah0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 279.99	Amzn Mktp Us*Rs9Z58Bw0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 44.99	Amzn Mktp Us*Ry31P6452 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 404.80	Andax Industries Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 190.90	B&H Photo 800-606-6969 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 992.60	Ba Shields - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 209.90	Bass Pro Online U.S. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 99.99	Best Buy 00005926 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 335.76	Billings Army Navy Surplu - PCard

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08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 111.92	Billings Army Navy Surplu - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 584.00	Billings Ink And Toner, I - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 208.84	Booking.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 451.11	Bound Tree Medical Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 128.00	Cenex-East End - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 14.54	Cenex-Rocky Mountain Sup - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 106.60	Cherry Tree Inn - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 688.45	Cmi Inc Moto - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 59.17	Conoco - Belgrade 4 1019 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 10.12	Conoco - Conomart 10 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 49.49	Conoco - East Helena 2 11 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 64.17	Corporate Translate - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 191.66	Costco Whse #1644 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 71.94	Costco Whse #1644 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,561.00	Creative Monograms Smb - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,051.78	Crye Precision Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 120.00	Ecolab Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 120.00	Ecolab Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 483.13	Elevated Powersports - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,058.40	Fire Protection Pub - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 395.00	Force Science Institut - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 3,895.68	Galls - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 241.63	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 277.51	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 307.70	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 331.12	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 144.38	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,935.38	Hurricane Butterfly Law - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ (2,935.38)	Hurricane Butterfly Law - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 950.00	I/O Solutions, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 65.00	I/O Solutions, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 400.00	In *Action Pest Control - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 400.00	In *Action Pest Control - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 413.90	In *Arrowhead Scientific - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 56.50	In *Frosty Solutions, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 77.00	In *Frosty Solutions, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 92.50	In *Frosty Solutions, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 33.25	In *Frosty Solutions, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 41.25	In *Frosty Solutions, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 110.50	In *Frosty Solutions, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 97.90	In *Frosty Solutions, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 56.50	In *Frosty Solutions, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 495.00	In *Gps Commercial Cleani - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 200.00	Inside The Tape - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 330.00	Int'L Code Council Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 305.00	Int'L Code Council Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 295.38	Iron Mountain - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 215.00	Jimmy Johns - 1646 - E - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 77.62	Jimmy Johns - 1646 - E - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 189.86	Jimmy Johns - 1646 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 92.54	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 119.97	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 62.98	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 96.52	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 792.00	Lceo Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 4,730.32	Life Assist Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 381.00	Life Assist Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 96.35	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 53.96	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 749.50	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,710.00	Magnet Forensics Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 738.15	Moore Lane Vh - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 842.53	Moore Lane Vh - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,036.75	Motorola Solutions Onlin - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,291.25	Motorola Solutions Onlin - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 30.00	National Academies Of Eme - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 30.00	National Academies Of Eme - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 30.00	National Academies Of Eme - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 80.00	National Academies Of Eme - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 371.47	Paypal *Sole Source - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 532.61	Peavey Corp. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 91.63	Peavey Corp. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 37.09	Pzg**Hhs Ems Trauma Sys - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 309.00	Ratco Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Reliable Tent & Tipi - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 44.00	Rev.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 110.00	Rev.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 148.00	Rev.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 202.00	Rev.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 556.00	Rev.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 43.20	Selbys - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 96.98	Shipton'S Big R East - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 59.95	Sp Adr Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,500.00	Sp Crash Data Group - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,482.12	Sp Firehosedirect (Frq - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 288.33	Sp Waveband Communic - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 298.06	Spectrum - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,061.60	Steepworld Climbing - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 69.90	Tlf*Gainans Floral And Gi - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 231.00	Tlo Transunion - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 291.92	Tractor Supply Co #5509 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 719.84	Tractor-Supply-Co #0303 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 59.96	Tractor-Supply-Co #0303 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.95	Tst* City Brew Coffee - C - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.95	Tst* City Brew Coffee - C - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.95	Tst* City Brew Coffee - C - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.95	Tst* City Brew Coffee - C - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.95	Tst* City Brew Coffee - C - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.95	Tst* City Brew Coffee - C - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.95	Tst* City Brew Coffee - C - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.95	Tst* City Brew Coffee - C - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 96.50	Tst* Great Harvest - Bill - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 4.19	Uber Trip - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 91.39	Ups*Billing Center - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 85.39	Ups*Billing Center - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 77.04	Ups*Billing Center - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 6.00	Usps Po 2907830104 - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 3,000.00	Victory First - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,250.00	Victory First - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 3,000.00	Victory First - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 304.10	Wasabi Technologies - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 560.00	Wileyx Web - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 672.32	Wpsg, Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,262.50	Www.Iafc.Org - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 52.46	Your Pie Billings - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,045.50	Zoll Medical Corp - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,791.44	Zoll Medical Corp - PCard
08/05/2024	ACH	U.S. Bank PCards	Public Safety	$ 155.52	Zoom.Us 888-799-9666 - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 93.24	Amzn Mktp Us*Rc4843U71 - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 14.50	Batteries+Bulbs #0253 - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 810.85	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 371.07	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 803.02	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 371.07	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 1,050.00	Creative Monograms Smb - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 675.00	Hanser Wrecker Company - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 268.41	Hose & Rubber Supply - B - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 116.97	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 34.99	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 199.00	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 34.99	Kings Ace Hdwe - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 172.71	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 80.98	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 456.86	Norco Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 151.60	Paypal *Genuinemark - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 109.56	Samsclub #4805 - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 96.00	Six Robblees No 6 - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 259.96	Tractor-Supply-Co #0303 - PCard
08/05/2024	ACH	U.S. Bank PCards	Solid Waste	$ 25.44	Yellowstone County Treas - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ (162.08)	360 Office Solutions Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 129.99	Amazon Mktpl*Ry44X5800 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 674.00	Amazon.Com*Ry6Jh16L0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 26.69	Awg 3575 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 44.90	Batteries+Bulbs #0253 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 50.97	Best Buy 00005926 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 10.99	Billings Hardware & Servi - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 30.00	City Of Billiings Buildin - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 22.04	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 239.97	Graphic Products Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 29.99	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 25.46	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 19.98	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 37.12	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 78.88	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 28.99	O'Reilly 1551 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 123.00	Ratco Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 497.40	S Bar S Supply Co Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ (25.00)	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 66.98	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ (25.00)	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 11.94	The Home Depot #3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 380.86	The Home Depot 3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 274.76	The Home Depot 3101 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 83.01	Vermeer Mountain West, In - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 72.80	Wm Supercenter #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 65.52	Wm Supercenter #1956 - PCard
08/05/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 314.16	Yellowstone Valley Elect - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 450.99	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 284.49	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 142.74	Aaim - Services - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 39.99	Adobe *Adobe - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 12.99	Adobe *Adobe - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 207.44	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 63.41	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 54.30	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 78.93	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 16.99	Amazon Mktpl*R751X1To2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 134.98	Amazon Mktpl*Rc96M0G52 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 25.38	Amazon Mktpl*Ry77Z7Da1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 57.98	Amazon Mktpl*Ry8Q13Vv1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 169.94	Amzn Mktp Us*Ry8S12Qu0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 54.71	Awg 3575 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 131.30	Cummins Inc - 38 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 30.00	Cummins Inc - 38 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 32.00	Dkc*Digi Key Corp - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 160.00	Ebay O*23-11817-46777 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 20.04	Facebk *V8H425Udb2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 14.02	Facebk *X8P5J44Db2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 5.94	Facebk *Z45Qu6Cdb2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 36.38	Gateway Fees - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 485.99	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 35.00	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 417.14	Imperial Supplies - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 56.70	Imt Standens Limited P - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 300.00	In *Cotter'S Sewer, Septi - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 21.75	In *Frosty Solutions, Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 2,800.00	In *Peacock Cleaning Llc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 100.04	Insight Public Sector - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 363.16	Kimball Midwest Payeezy - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 26.99	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 31.98	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 44.99	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 7.18	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 296.78	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 105.76	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 62.01	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 107.82	Lowes #00319* - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 1,410.00	Montana Tire Distributor - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 10.17	Napa Store 3547001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 40.84	Napa Store 3547001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 6.36	Napa Store 3547001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 21.05	Napa Store 3547001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 5.92	Napa Store 3547001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 30.28	Napa Store 3547001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 7.25	Napa Store 3547001 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 132.99	Office Depot #450 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 1,000.00	Pierce Billings Admin - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 258.30	Polaris Laboratories - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 258.30	Polaris Laboratories - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 99.98	Sams Club #4805 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 7.26	Sams Club#4805 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 27.08	Sams Club#4805 - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 7.98	Shipton'S Big R East - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 462.50	Sq *Mosaic Threads - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 66.00	Sq *Mosaic Threads - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 910.37	Sundown Security - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 61.00	Syn-Tech Systems - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 30.00	The Rubber Stamp Shop, - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 9.95	Uniquetruck - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 119.25	Uniquetruck - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 139.99	Vistaprint - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 67.36	Yellowstone County Treas - PCard
08/05/2024	ACH	U.S. Bank PCards	Transit	$ 16.59	Zoom.Us 888-799-9666 - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 10.18	4Te*Alarm Monitoring Serv - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 10.19	4Te*Alarm Monitoring Serv - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 99.98	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 75.00	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 262.60	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 63.51	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 110.32	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 22.28	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 123.75	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 29.59	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 318.58	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 29.59	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 159.17	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 6.47	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 4.50	Billings Hardware & Servi - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 90.00	City Of Billiings Buildin - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 485.00	Feniex Industries Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 171.03	Hach Company - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 419.05	Hach Company - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 611.74	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 68.44	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 1.99	Harbor Freight Tools 207 - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 741.60	In *Billings Window & Doo - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 167.72	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 8.72	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 1.14	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 69.98	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 27.96	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 9.58	Mcmaster-Carr - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 19.84	Mcmaster-Carr - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 827.46	Newark Corporation - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 47.59	Northwest Scientific Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 35.98	O'Reilly 1549 - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 109.45	Pierce Rv Supercenter - - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 1,396.61	Provantage - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 117.64	Purvis Industries 68 - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 1,081.76	Purvis Industries 68 - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 1,041.65	Rsd - Billings#57 - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 21.99	Sherwin Williams 703429 - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 75.00	Shipton'S Big R Heights - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 9.00	Shipton'S Big R Service - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 34.43	Shipton'S Big R West - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 89.95	Sq *Genuine Marketing Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 176.45	Sq *Tek4Ufast - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 413.03	United States Plastic Cor - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 105.00	Wef Main - PCard
08/05/2024	ACH	U.S. Bank PCards	Wastewater	$ 25.44	Yellowstone County Treas - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 80.90	4Te*Alarm Monitoring Serv - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 10.19	4Te*Alarm Monitoring Serv - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 10.19	4Te*Alarm Monitoring Serv - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 99.97	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 467.34	A And H Turf And Specialt - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 162.66	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 22.28	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 110.32	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 63.51	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 528.79	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 250.27	Alsco Inc. - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 154.99	Amazon.Com*R75Rk27A0 - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 95.99	Amazon.Com*Rs5Qm5Mj2 - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 1,039.96	Amzn Mktp Us*Rs7P554S1 - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 943.92	Amzn Mktp Us*Ry2Bp8R80 - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 270.00	Batteries+Bulbs #0253 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Water	$ 159.17	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 266.44	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 318.58	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 88.78	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 133.22	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 88.78	Big Sky Linen And Unif - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 26.37	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 11.67	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 8.12	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 89.89	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 6.47	Billings - Tacoma Screw P - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 170.46	Billings Hardware & Servi - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 13.49	Billings Hardware & Servi - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 3,239.16	Buchanan Automation Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 815.53	C B Operations Llc - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 350.14	Controlbyweb - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 48.03	Dkc*Digi Key Corp - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 82.50	Dxp Enterprises - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 869.99	Engineersup - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 378.00	Evergreen Ace Hardware - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 69.26	Evergreen Ace Hardware - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 28.42	Fastenal Company 01Mtbll - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 485.00	Feniex Industries Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 158.36	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 11.17	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 16.16	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 227.07	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 63.65	Grainger - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 557.50	Hach Company - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 287.85	Hach Company - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 205.31	Hanson Chemical - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 2.00	Harbor Freight Tools 207 - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 32.95	Harbor Freight Tools 207 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	ACH	U.S. Bank PCards	Water	$ 722.89	Harbor Freight Tools 207 - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 25.00	Hardees 1503934 - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 376.23	Hose & Rubber Supply - B - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 142.26	Idexx Distribution Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 503.14	Kb Commercial Products - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 5.08	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 26.16	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 49.99	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 26.07	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 3.44	Kings Ace Hdwe - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 96.86	Northwest Scientific Inc - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 40.00	Pacific Steel Branch #02 - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 278.65	Paypal *Genuinemark - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 21.99	Sherwin Williams 703429 - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 134.95	Shipton'S Big R Heights - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 8.99	Shipton'S Big R Service - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 34.42	Shipton'S Big R West - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 2,303.69	Sigma Aldrich Us - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 79.00	Sp Linovision - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 3,019.50	Tfs*Fishersci Ecom Hus - PCard
08/05/2024	ACH	U.S. Bank PCards	Water	$ 53.00	West End Lock And Securit - PCard
08/05/2024	ACH	U.S. Bank PCards	#N/A	$ 410.00	Associatio* Nrpa Caree - PCard
08/05/2024	ACH	U.S. Bank PCards	#N/A	$ 71.55	Rainbow Store - PCard
08/05/2024	ACH	U.S. Bank PCards	#N/A	$ 161.59	The Home Depot #3101 - PCard
08/05/2024	873300	Western States Automation	Wastewater	$ 8,760.60	Valve Actuators WTP; Invoice 18572
08/05/2024	873303	Yellowstone County	General	$ 11,190.64	Election Charges for Federal Primary Election 2024
08/05/2024	873306	YSCO	PD Program	$ 14,832.00	Reimbursement of 2022 JAG Grant Expenses.
08/05/2024	873306	YSCO	PD Program	$ 2,008.78	Reimbursement of 6/30/24 2023 JAG Grant Expenses
08/05/2024	873306	YSCO	PD Program	$ 13,140.65	Reimb of HIDTA Expenses Qtr Ending 6/30/24. OT
08/05/2024	873306	YSCO	PD Program	$ 5,045.00	Reimb of HIDTA Expenses Qtr Ending 6/30/24. PE/PI.
08/05/2024	873307	Yellowstone County Weed District	Park Dist 1	$ 235.36	weed control -7438 riverfront
08/05/2024	873307	Yellowstone County Weed District	Park Dist 1	$ 518.91	weed control riverfront - 7466
08/05/2024	873307	Yellowstone County Weed District	Park Dist 1	$ 625.32	weed control riverfront - 7466

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/05/2024	873307	Yellowstone County Weed District	Park Dist 1	$ 297.86	weed control riverfront - 7476
08/05/2024	873307	Yellowstone County Weed District	Street/Traffic	$ 2,757.30	labor/herbicide-noxious weed control airport road
08/05/2024	873308	Zee Creative	Public Safety	$ 1,820.00	GRAPHICS: BENTZ VEHICLE - 2018 DODGE
08/05/2024	873308	Zee Creative	Stillwater Const	$ 4,565.00	acrylic sign manufacture & installation at Stillwater

City Council Regular

Date:	09/09/2024
Title:	Payment of Claims for week of August 12th, 2024
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	No
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 $5,414,139.76 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

CouncilMemo wk of 08122024

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/12/2024	873312	Advanced Employment	Public Safety	$ 105.00	1360095156, cleaning of PD3
08/12/2024	873312	Advanced Employment	Solid Waste	$ 136.50	Contract labor at Landfill week ending 7/14/24.
08/12/2024	873312	Advanced Employment	Solid Waste	$ 1,410.50	Contract labor at Landfill week ending 7/14/24.
08/12/2024	873312	Advanced Employment	Solid Waste	$ 1,492.40	Contract labor at Landfill week ending 7/21/24.
08/12/2024	873312	Advanced Employment	Solid Waste	$ 291.20	Contract labor at Landfill week ending 7/28/24.
08/12/2024	873312	Advanced Employment	Solid Waste	$ 509.60	Contract labor at Landfill week ending 7/28/24.
08/12/2024	873317	Archie Cochrane	Fleet	$ 36.00	5527970
08/12/2024	873317	Archie Cochrane	Fleet	$ 202.23	5528508
08/12/2024	873317	Archie Cochrane	Fleet	$ 180.08	5531126
08/12/2024	873317	Archie Cochrane	Fleet	$ 317.50	5532896
08/12/2024	873317	Archie Cochrane	Fleet	$ 254.12	5533185
08/12/2024	873317	Archie Cochrane	Transit	$ 103.41	5532936. Floor Mat Unit 1883. W/O 2025-34
08/12/2024	873317	Archie Cochrane	Wastewater	$ 1,628.25	1043018-2- AC/HEAT, BRAKES SYSTEM
08/12/2024	873319	Askin Construction	Wastewater	$ 13,488.75	WO 22-01 Water & Sewer Main Replacement
08/12/2024	873319	Askin Construction	Water	$ 13,488.75	WO 22-01 Water and Sewer Main Replacement
08/12/2024	873323	Baker Tilly	Tax Incrmnt N27	$ 18,500.00	$4,075,000 Tax Inc Urban Renewal Rev Bonds
08/12/2024	873335	Century Link	Airport	$ 56.33	Airport Terminal Power M
08/12/2024	873335	Century Link	Airport	$ 45.66	Airport Alarm
08/12/2024	873335	Century Link	Airport	$ 53.65	Airport 1FB Line
08/12/2024	873335	Century Link	Airport	$ 83.58	Airport
08/12/2024	873335	Century Link	Airport	$ 53.65	Airport P9 Building
08/12/2024	873335	Century Link	Airport	$ 422.28	Airport -Charges for Airport phone fax alarm
08/12/2024	873335	Century Link	Airport	$ 38.28	Bill Date: Aug 16, 2021.
08/12/2024	873335	Century Link	Airport	$ 1,399.68	FY25 500mbps Circuit for WIFI
08/12/2024	873335	Century Link	Engineering	$ 129.43	Measured Lines Depot 50/50
08/12/2024	873335	Century Link	EOC 911	$ 45.65	911
08/12/2024	873335	Century Link	EOC 911	$ 45.65	911
08/12/2024	873335	Century Link	EOC 911	$ 311.26	9-1-1 Center Landfill #2
08/12/2024	873335	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
08/12/2024	873335	Century Link	EOC 911	$ 5,278.38	9-1-1 Center
08/12/2024	873335	Century Link	Fleet	$ 51.65	Motor Pool
08/12/2024	873335	Century Link	General	$ -	Cemetery Kenco Line
08/12/2024	873335	Century Link	General	$ 70.24	Stewart Park Batting Cages

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/12/2024	873335	Century Link	IT Resources	$ 56.33	Kenco Security Alarm IT Alarm
08/12/2024	873335	Century Link	Library	$ 209.02	Library 6 lines
08/12/2024	873335	Century Link	P.W. Admin	$ 129.42	Measured Lines Depot 50/50
08/12/2024	873335	Century Link	Park Dist 1	$ 74.59	Parks
08/12/2024	873335	Century Link	Park Dist 1	$ 56.33	Parks 3890 Stillwater
08/12/2024	873335	Century Link	Parking	$ 41.79	Park 2 Elevator Phone
08/12/2024	873335	Century Link	Parking	$ 56.33	Park 1 Elevator Phone
08/12/2024	873335	Century Link	Phone System	$ 139.34	Library 6 lines
08/12/2024	873335	Century Link	Phone System	$ 115.86	Airport Measured Lines
08/12/2024	873335	Century Link	Phone System	$ 126.54	Met Measured Lines
08/12/2024	873335	Century Link	Phone System	$ 123.04	BOC Measured Lines
08/12/2024	873335	Century Link	Phone System	$ 179.37	PUD Measured Lines
08/12/2024	873335	Century Link	Phone System	$ 2,596.65	Main System Centrex
08/12/2024	873335	Century Link	Planning	$ 56.33	Planning Traffic Central Broadwater
08/12/2024	873335	Century Link	Planning	$ 56.33	Planning Traffic Central 9th
08/12/2024	873335	Century Link	Public Safety	$ 57.93	Fire Elevator
08/12/2024	873335	Century Link	Public Safety	$ 56.33	Crime Prevention Alarm
08/12/2024	873335	Century Link	Public Safety	$ 119.32	Fire
08/12/2024	873335	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
08/12/2024	873335	Century Link	Public Safety	$ 66.70	Fire 5 911 Line
08/12/2024	873335	Century Link	Public Safety	$ 41.79	Fire Maintenance Shop
08/12/2024	873335	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
08/12/2024	873335	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison
08/12/2024	873335	Century Link	Solid Waste	$ 77.13	513B WRF-
08/12/2024	873335	Century Link	Solid Waste	$ 97.69	Solid Waste Landfill
08/12/2024	873335	Century Link	Solid Waste	$ 209.96	SW Landfill
08/12/2024	873335	Century Link	Street/Traffic	$ 42.97	PW Traffic 3728 McDougall
08/12/2024	873335	Century Link	Street/Traffic	$ 57.93	PW Traffic Signal 24 Central
08/12/2024	873335	Century Link	Wastewater	$ 56.33	PUD Sahara Sand Lift Station
08/12/2024	873335	Century Link	Water	$ 39.44	PUD Alarm Water Tower
08/12/2024	873341	Community Solutions Inc	Court Grants	$ 1,635.00	24 July CSI ETG
08/12/2024	873341	Community Solutions Inc	Court Grants	$ 2,603.00	24 July CSI Program Fees
08/12/2024	873344	County Water District Of Blngs Heights	Park Dist 1	$ 689.19	water charge for cleavenger park - 01019

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/12/2024	873344	County Water District Of Blngs Heights	Park Dist 1	$ 2,871.68	water charge for primrose - 06100
08/12/2024	873350	Dakota Supply Group	Water	$ 61.30	1" X 100' POLY PIPE - SDR9 CTS 250#
08/12/2024	873350	Dakota Supply Group	Water	$ (792.00)	CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID
08/12/2024	873350	Dakota Supply Group	Water	$ (52.00)	111-090-00150- GREEN MARKING PAINT
08/12/2024	873350	Dakota Supply Group	Water	$ 278.00	27" POLYWRAP .008 MIL - PIPE WRAP
08/12/2024	873350	Dakota Supply Group	Water	$ 14,855.78	3/4" METER LOOPS AKA YOKE - (7433MM33471)
08/12/2024	873350	Dakota Supply Group	Water	$ 14,585.67	3/4" METER LOOPS AKA YOKE - (7433MM33471)
08/12/2024	873350	Dakota Supply Group	Water	$ (253.52)	333-095-00360 12" X 1-1/4" SADDLE- C900
08/12/2024	873350	Dakota Supply Group	Water	$ 792.00	CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID
08/12/2024	873350	Dakota Supply Group	Water	$ 1,164.24	CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID
08/12/2024	873350	Dakota Supply Group	Water	$ 3,395.18	8" MJ GATE VALVE P/N: 24509
08/12/2024	873350	Dakota Supply Group	Water	$ 315.65	8" PV- LOK CLAMP RESTRAINT P/N: 368800
08/12/2024	873350	Dakota Supply Group	Water	$ 312.00	BLUE MARKING PAINT P/N: 111-090-00140
08/12/2024	873350	Dakota Supply Group	Water	$ 487.10	F1-939 X 30-SH 8"X30" CLAMP P/N: 641882
08/12/2024	873350	Dakota Supply Group	Water	$ 312.00	MARKING PAINT GRN - GRN SPRAYON #3631
08/12/2024	873350	Dakota Supply Group	Water	$ 7,530.00	PBD-035 PVC Pipe
08/12/2024	873350	Dakota Supply Group	Water	$ 9,412.50	PBD-035...PVC Pipe
08/12/2024	873350	Dakota Supply Group	Water	$ 7,530.00	PVC Pipe...PBD035
08/12/2024	873353	Dell Computer	Engineering	$ 2,633.04	Precision 3680 Tower, i9, 64GB RAM
08/12/2024	873353	Dell Computer	P.W. Admin	$ 2,764.95	Qty.2 Dell OptiPlex 7020+, i7, 16GB,1TB
08/12/2024	873353	Dell Computer	Transit	$ 1,351.52	Dell OptiPlex 7020+, i5,16GB RAM,1TB SSD
08/12/2024	873354	Dick Anderson Construction	Stillwater Const	$ 170,753.13	COB Law and Justice Center/City Hall Remodel
08/12/2024	873354	Dick Anderson Construction	Water	$ 1,290,414.56	WO 19-42 West End WTP Project - Construction
08/12/2024	873359	Downtown Billings BID	Downtown BID	$ 2,503.33	BID Assessment; Paid July Distributed Aug 24
08/12/2024	873360	Downtown Billings Partnership	Tax Incrmnt N27	$ 3,000.00	Signage Proj through DBA - 30K budgeted FY22
08/12/2024	873362	EBMS	City Ins Fund	$ 36,051.69	September 1, 2024 monthly statement
08/12/2024	873362	EBMS	City Ins Fund	$ 71,250.12	September 1, 2024 monthly statement
08/12/2024	873362	EBMS	City Ins Fund	$ 1,896.00	September 1, 2024 monthly statement
08/12/2024	873362	EBMS	City Ins Fund	$ 830.00	September 1, 2024 monthly statement
08/12/2024	873362	EBMS	City Ins Fund	$ 6,191.64	September 1, 2024 monthly statement
08/12/2024	873362	EBMS	City Ins Fund	$ 1,253.00	September 1, 2024 monthly statement
08/12/2024	873362	EBMS	Payroll Clearing	$ 12,763.39	September 1, 2024 monthly statement
08/12/2024	873363	Ecolane USA Inc	Transit	$ 6,499.00	Annual Paratransit Software License 8/24 - 7/25

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/12/2024	ACH	Eldorado National CA	Transit	$ 213.75	Control Valve For Coolant Unit 1837
08/12/2024	ACH	Eldorado National CA	Transit	$ 213.75	90863624. DEF Coolant Valve Inventory
08/12/2024	ACH	Eldorado National CA	Transit	$ 21.25	90863624. Shipping Control Valve Unit 1837
08/12/2024	ACH	Eldorado National CA	Transit	$ 199.25	90865350. Shipping on Window Unit 1842
08/12/2024	ACH	Eldorado National CA	Transit	$ 2,169.95	90865350. Window Unit 1842
08/12/2024	ACH	Eldorado National CA	Transit	$ 301.78	90865610. Front Bumper Unit 1842
08/12/2024	ACH	Eldorado National CA	Transit	$ 301.78	90865610. Front Bumper Unit 1842
08/12/2024	ACH	Eldorado National CA	Transit	$ 34.54	90865610. Shipping Front Bumper Unit 1842
08/12/2024	873364	Empire Garage Owner's Assoc	Parking	$ 7,555.69	EGOA JULY ASSESSMENT
08/12/2024	873368	F M Forklift Sales & Service	Wastewater	$ 25,575.52	Class V forklift, 6,000lb max capacity or greater
08/12/2024	873368	F M Forklift Sales & Service	Wastewater	$ (4,000.00)	Trade in for Unit #7360
08/12/2024	873368	F M Forklift Sales & Service	Water	$ 25,575.52	Class V forklift, 6,000lb max capacity or greater
08/12/2024	873368	F M Forklift Sales & Service	Water	$ (4,000.00)	Trade in for Unit #7360
08/12/2024	ACH	Flowmark	Airport	$ 433.44	Air Handler and Roof Top Units Filters
08/12/2024	ACH	Flowmark	Airport	$ 3,380.52	Air Handler and Roof Top Units Filters
08/12/2024	873372	Fremont Motor Cody	Engineering	$ 39,750.00	2024 model pickups to replace vehicle # 1082
08/12/2024	873372	Fremont Motor Cody	Engineering	$ 39,750.00	2024 model pickups to replace vehicle # 1087
08/12/2024	873372	Fremont Motor Cody	Engineering	$ 39,750.00	2024 model pickups to replace vehicle #1095.
08/12/2024	ACH	Great West Engineering	Solid Waste	$ 2,807.40	WO 20-46 Landfill Compost Facility
08/12/2024	873376	Hardrives Construction	Parks Maint	$ 9,084.80	rehberg ranch trail seal coat - 3319
08/12/2024	873377	Hawkins	Water	$ 77.99	chlorine test kit for water mains
08/12/2024	873377	Hawkins	Water	$ 30,320.81	coagulant for process
08/12/2024	873377	Hawkins	Water	$ 20.00	demurrage/Chapple
08/12/2024	ACH	HDR	Wastewater	$ 11,445.56	Retainage Release 3 FINAL
08/12/2024	873384	Hydrotech MT	Water	$ 45,000.00	Temporary H2O Service for O'Mally Project
08/12/2024	873386	Iaff	Payroll Clearing	$ 5,599.00	Payroll Summary
08/12/2024	873388	Ingram Library	Library	$ 201.03	82751430
08/12/2024	873388	Ingram Library	Library	$ 1,378.75	82751430
08/12/2024	873388	Ingram Library	Library	$ 2,676.13	82751430
08/12/2024	873388	Ingram Library	Library	$ 117.28	82751430
08/12/2024	873388	Ingram Library	Library	$ 3.00	82751430
08/12/2024	873388	Ingram Library	Library	$ 1,553.50	82751430
08/12/2024	873388	Ingram Library	Library	$ 150.20	82751430

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/12/2024	873388	Ingram Library	Library	$ 0.01	82768167
08/12/2024	873388	Ingram Library	Library	$ 10.00	82768167
08/12/2024	873388	Ingram Library	Library	$ 21.99	82768168
08/12/2024	873388	Ingram Library	Library	$ 18.40	82768168
08/12/2024	873388	Ingram Library	Library	$ 15.26	82768168
08/12/2024	873388	Ingram Library	Library	$ 0.06	82768168
08/12/2024	873388	Ingram Library	Library	$ 0.03	82768169
08/12/2024	873388	Ingram Library	Library	$ 53.33	82768169
08/12/2024	873388	Ingram Library	Library	$ 5.99	82768170
08/12/2024	873388	Ingram Library	Library	$ 0.02	82768170
08/12/2024	873388	Ingram Library	Library	$ 0.07	82768171
08/12/2024	873388	Ingram Library	Library	$ 11.79	82768171
08/12/2024	873388	Ingram Library	Library	$ 19.76	82768171
08/12/2024	873388	Ingram Library	Library	$ 960.41	82768172
08/12/2024	873388	Ingram Library	Library	$ 149.06	82819518
08/12/2024	873388	Ingram Library	Library	$ 3.00	82819518
08/12/2024	873388	Ingram Library	Library	$ 54.69	82819518
08/12/2024	873388	Ingram Library	Library	$ 283.94	82819518
08/12/2024	873388	Ingram Library	Library	$ 8.31	82819518
08/12/2024	873388	Ingram Library	Library	$ 408.34	82819518
08/12/2024	873388	Ingram Library	Library	$ (11.97)	82844265
08/12/2024	873390	Interstate Power Systems	Transit	$ 2,452.43	Fix Transmission-Stuck in 2nd Gear Unit 1828
08/12/2024	873390	Interstate Power Systems	Water	$ 421.96	Generator Repair at Walters
08/12/2024	873393	JC Billion	Wastewater	$ 22,763.00	2024 RAM 2500 PICKUP to replace unit # 7109
08/12/2024	873393	JC Billion	Water	$ 22,763.00	2024 RAM 2500 PICKUP to replace unit # 7109
08/12/2024	873402	Kone	Airport	$ 151.00	FY25 Elevator/Escalator Maintenance-IP9
08/12/2024	873402	Kone	Airport	$ 62.18	FY25 Elevator/Escalator Maintenance-Ops
08/12/2024	873402	Kone	Airport	$ 2,007.47	FY25 Elevator/Escalator Maintenance -Terminal
08/12/2024	873402	Kone	Facilities	$ 707.07	Inv. 871426120 July 2024 Maintenance
08/12/2024	873402	Kone	Parking	$ 245.18	ELEVATOR SERVICE PARK 1
08/12/2024	873402	Kone	Parking	$ 735.54	ELEVATOR SERVICE PARK 2
08/12/2024	873402	Kone	Parking	$ 490.36	ELEVATOR SERVICE PARK 3
08/12/2024	873402	Kone	Parking	$ 915.42	PARK 2 ELEVATOR MAINTENANCE

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/12/2024	873405	Life-Assist	Public Safety	$ 33,931.00	Life-Assist Inv# 1446536
08/12/2024	873406	M-B Companies	Airport	$ 20,398.50	Invoice #284167. Broom Core Refills
08/12/2024	873415	MJ Shanks	Tax Incrmnt N27	$ 110,200.00	MJ Shanks
08/12/2024	873416	Montana CSED	Payroll Clearing	$ 5,413.84	Payroll Summary
08/12/2024	873417	MT Dakota Utilities CNG	Solid Waste	$ 4,066.04	72324
08/12/2024	873417	MT Dakota Utilities CNG	Solid Waste	$ 5.58	72324
08/12/2024	873419	Montana DEQ	Solid Waste	$ 35,939.30	SW Management Sys License Certificate FY25
08/12/2024	873420	MFPE	Payroll Clearing	$ 2,920.68	Payroll Summary
08/12/2024	873421	Montana League Of Cities and Towns	General	$ 3,641.60	Inv. ML01518 TIF Legislative Services
08/12/2024	873423	MMIA	Property Ins	$ 24,339.50	August 2024 Liability Deductible Billing
08/12/2024	873424	MMIA	Property Ins	$ 2,016,738.00	FY 24-25 Liability Assessment Payment - Billings
08/12/2024	873424	MMIA	Property Ins	$ 1,980.00	FY 24-25 Liability Assessment Payment (Airport)
08/12/2024	873425	Montana Muscle Movers	Stillwater Const	$ 4,850.00	Miller Building Moving Expenses: Deposit
08/12/2024	873426	MSFA	Payroll Clearing	$ 5,616.89	Payroll Summary
08/12/2024	873428	MPPA	Payroll Clearing	$ 4,006.52	Payroll Summary
08/12/2024	873429	MT Dept of Rev-CGR2	Stillwater Const	$ 1,724.78	COB Law and Justice Center/City Hall Remodel
08/12/2024	873429	MT Dept of Rev-CGR2	Storm Sewer	$ 4,876.38	Western Municipal Const Bitterroot and Wicks
08/12/2024	873429	MT Dept of Rev-CGR2	Wastewater	$ 136.25	Water & Sewer Main Replacement
08/12/2024	873429	MT Dept of Rev-CGR2	Wastewater	$ 1,313.24	WO 23-24 Belknap Remodel Phase 2
08/12/2024	873429	MT Dept of Rev-CGR2	Water	$ 13,034.49	WO 19-42 West End WTP Construction
08/12/2024	873429	MT Dept of Rev-CGR2	Water	$ 136.25	WO 22-01 Water and Sewer Main Replacement
08/12/2024	873429	MT Dept of Rev-CGR2	Water	$ 349.09	WO 23-24 Belknap Remodel Phase 2
08/12/2024	ACH	Northwest Pipe Fittings	Fleet	$ 32.16	7140088
08/12/2024	ACH	Northwest Pipe Fittings	Street/Traffic	$ 1,289.43	backflow preventor for landscaping
08/12/2024	ACH	Northwest Pipe Fittings	Street/Traffic	$ 3,349.02	pump for grand peaks
08/12/2024	ACH	Northwest Pipe Fittings	Wastewater	$ 68.30	couplings
08/12/2024	ACH	Northwest Pipe Fittings	Wastewater	$ 600.00	flange for laser level indicator ILS
08/12/2024	ACH	Northwest Pipe Fittings	Wastewater	$ 237.88	ILS Sonic Slip Flange
08/12/2024	ACH	Northwest Pipe Fittings	Wastewater	$ 915.08	parts for Non Potable Line
08/12/2024	ACH	Northwest Pipe Fittings	Wastewater	$ 7.08	PVC DWV Plug
08/12/2024	ACH	Northwest Pipe Fittings	Wastewater	$ 748.00	Waste Pump # 1 parts
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 3,110.16	12" MJ GATE VALVE P/N: 2130520
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 991.53	12" X 15" SH CI-FC REPAIR CLAMP-F1-1350 X 15

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 523.72	2" BRASS COMPRESSION COUPLING COPPER PIPE
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 78.30	2-1/2" LIQUID FILLED 0 TO 160 - 1/4" GAUGE
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 444.40	27" POLYWRAP .008 MIL - PIPE WRAP (1891692)
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 177.52	3/4" COUPLING CTS X FLARE P/N: 2108791
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 15,300.00	5/8 X 3/4 E-CODER WALL CU/FT METER L/RECEP
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 60,480.00	AMR Neptune/AMI Software Hosting FY24
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 68.30	couplings
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 250.02	CURB BOX LID W/PLUG 1-1/4"#89375 P/N: 2175605
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 861.18	CURB BOX LID W/PLUG 1-1/4"#89375 P/N: 2175605
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 7.08	PVC DWV Plug
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 9,313.15	R900 MIU W/6' WIRE 13442- - 200 ENHANCED PIT
08/12/2024	ACH	Northwest Pipe Fittings	Water	$ 221.05	water service parts
08/12/2024	873443	Patterson Land and Livestock	Water	$ 21,900.00	Right of Way Agreement for PUD 20-24 Pro
08/12/2024	873447	Public Utilities	Street/Traffic	$ 228.41	April 2024 Sprinkling - streets
08/12/2024	873447	Public Utilities	Street/Traffic	$ 169.46	May 2024
08/12/2024	873447	Public Utilities	Street/Traffic	$ 164.55	May 2024 (Sprinkling - streets)
08/12/2024	873447	Public Utilities	Wastewater	$ 709.17	April 2024 - CIty Sewer Flushing
08/12/2024	873447	Public Utilities	Wastewater	$ 874.95	July 2024-CIty Sewer Flushing
08/12/2024	873447	Public Utilities	Wastewater	$ 1,049.94	May 2024...City Sewer Flushing PUD
08/12/2024	873451	PVS DX	Water	$ 20,027.20	Chlorine for Process
08/12/2024	ACH	Rexel USA	Wastewater	$ 252.16	materials for washer compactor lighting
08/12/2024	ACH	Rexel USA	Wastewater	$ 114.70	materials for washer compactor lighting
08/12/2024	ACH	Rexel USA	Wastewater	$ 430.27	materials for washer compactor lighting
08/12/2024	ACH	Rexel USA	Wastewater	$ 15,489.30	WO24-29 WRF Campus Electrical
08/12/2024	ACH	Rexel USA	Water	$ 114.68	materials for closing up boxes in Chlori
08/12/2024	ACH	Rexel USA	Water	$ 42.79	materials for lighting repairs
08/12/2024	873458	Rocky Mountain Health Network	City Ins Fund	$ 2,325.00	Inv. #503272 EAP for August 2024
08/12/2024	873458	Rocky Mountain Health Network	City Ins Fund	$ 8,000.00	Healthy Is-Corporate Wellness
08/12/2024	873462	SHI International	General	$ 180.00	Convert Office Licenses -FD SEAS PRPL
08/12/2024	873462	SHI International	IT Resources	$ 3,514.80	ME Endpoint Central Security Edition- 8/28/2025
08/12/2024	873462	SHI International	IT Resources	$ (449.49)	Office License . IT Charge
08/12/2024	873462	SHI International	P.W. Admin	$ 160.00	G1 to G3 account -Ted Mize
08/12/2024	873462	SHI International	P.W. Admin	$ 2,870.34	Windows Server 22 and MS SQL Server 22 -PW B

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/12/2024	873462	SHI International	Public Safety	$ 84.99	Email only to G3 -Detective Romero
08/12/2024	873462	SHI International	Transit	$ 160.00	G1 to G3 account -Rick Pirami
08/12/2024	873464	SIGNAL 88 FRANCHISE GROUP	Library	$ 19,607.76	3752398 Security Guard Service July 2024
08/12/2024	873465	Sk Geotechnical Corp	St Maint Dist	$ 3,152.60	WO 23-45 Street/Traffic Remote Breakroom
08/12/2024	873471	Steiner Thuesen	Park Dist 1	$ 11,025.30	Jul 24 - REPLACE THE TENNIS COURTS AT PIONEER
08/12/2024	873471	Steiner Thuesen	Park Dist 1	$ 1,481.65	Gorham park Irrigation System Replacement
08/12/2024	873476	Superior Water Solutions	Facilities	$ 2,532.50	Removed cracked coil and installed new coil
08/12/2024	873478	Tech-Flow	Wastewater	$ 6,147.94	secondary scum pit pump
08/12/2024	873479	Tel Net Systems	Airport	$ 1,111.24	Invoice #109196. Wi-Fi Access Point on B3 & B4
08/12/2024	873479	Tel Net Systems	Public Safety	$ 190.80	108163, camera troubleshooting
08/12/2024	873479	Tel Net Systems	Public Safety	$ 214.65	108451, intercom troubleshooting
08/12/2024	873479	Tel Net Systems	Public Safety	$ 143.10	108843, labor to install avigilon camera software
08/12/2024	873479	Tel Net Systems	Public Safety	$ 238.50	108943, camera labor
08/12/2024	873479	Tel Net Systems	Public Safety	$ 95.40	108947, labor
08/12/2024	873479	Tel Net Systems	Public Safety	$ 1,692.43	109197, labor to troubleshoot Aiphone @ evidence
08/12/2024	873481	Thorn Run Partners	General	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract. Pmt 23
08/12/2024	873481	Thorn Run Partners	P.W. Admin	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract. Pmt 23
08/12/2024	873482	TK Elevator	Facilities	$ 3,536.91	Svc date of 05/24 to 7/24 Gold-elevator at Stillwater
08/12/2024	873483	TKJ Development LLC	Water	$ 50,955.00	P-772...King Ave W Water Imp...Compensat
08/12/2024	ACH	Town & Country Supply	Airport	$ 26,394.50	Invoice #443009. QTA Car Rental Fuel
08/12/2024	ACH	Town & Country Supply	Fleet	$ 6,725.75	441823
08/12/2024	ACH	Town & Country Supply	Fleet	$ 3.02	441823
08/12/2024	ACH	Town & Country Supply	Fleet	$ 4,550.54	441823
08/12/2024	ACH	Town & Country Supply	Fleet	$ 12,049.28	441823
08/12/2024	ACH	Town & Country Supply	Fleet	$ 7,032.17	441823
08/12/2024	ACH	Town & Country Supply	Fleet	$ 8,020.87	441839
08/12/2024	ACH	Town & Country Supply	Fleet	$ 13,514.91	441839
08/12/2024	ACH	Town & Country Supply	Fleet	$ 5,996.18	441839
08/12/2024	ACH	Town & Country Supply	Fleet	$ 3.03	441839
08/12/2024	ACH	Town & Country Supply	Fleet	$ 7,663.59	441839
08/12/2024	ACH	Town & Country Supply	Fleet	$ 7,800.96	441850
08/12/2024	ACH	Town & Country Supply	Fleet	$ 5,837.26	441850
08/12/2024	ACH	Town & Country Supply	Fleet	$ 11,622.14	441850

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/12/2024	ACH	Town & Country Supply	Fleet	$ 5,967.78	441850
08/12/2024	ACH	Town & Country Supply	Public Safety	$ 3,392.37	Diesel and Fuel - Stations 1, 2, 3, 7
08/12/2024	ACH	Town & Country Supply	Solid Waste	$ 21,243.13	440549
08/12/2024	873485	TriTech Software Systems	Public Safety	$ 3,056.13	417605, crimemapping.com 10/5/24-10/4/25
08/12/2024	873486	Ultra Graphics	General	$ 509.89	281529 Letterhead
08/12/2024	873486	Ultra Graphics	General	$ 2,632.56	281866 Jury 2nd Mailing
08/12/2024	873487	Uniforms2gear	Public Safety	$ 67,846.80	Point Blank SRV Laser Gen 1 SWAT ballistic vests.
08/12/2024	873496	Western Municipal Construction	Storm Sewer	$ 482,762.61	Wicks Lane & Bitterroot Drive Storm Drain Improv
08/12/2024	873499	Williams Investigations	Payroll Clearing	$ 3,070.74	Payroll Summary
08/12/2024	873503	Yellowstone County GIS	IT Resources	$ 8,925.00	Yellowstone County GIS MOU Quarterly Invoice
08/12/2024	873504	YVAS	Public Safety	$ 27,288.32	contract 7-2024

City Council Regular

Date:	09/09/2024
Title:	Public Hearing SID 1421 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621421

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1421.

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

SID 1421 - This project shall construct infrastructure which generally consists of water, sanitary sewer, storm drain, curb and gutter, and street improvements to Opal Lane, Greenbriar Road, and Cypress Point.

The individual property assessments for SID 1421 have been calculated and are ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with the amount being assessed at $52,460.33 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $314,762.00. The costs associated with SID 1421 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 5.25%.

Attachments

Resolution SID 1421

RESOLUTION 24-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1421, IN THE CITY OF BILLINGS, MONTANA

WHEREAS, the City created a special improvement district or project known as 1421 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1421 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with an interest rate of 5.25% for a term of 15 years. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code	Amount Assessed	Owner Name	Legal Description
A22693	52,460.33	PATEL, SHAILESH B	LAKE HILLS SUBD 21ST FILING, S16, T01 N, R26 E, BLOCK 53, Lot 2
A22697	52,460.33	SCHNEITER ENTERPRISES	LAKE HILLS SUBD 21ST FILING, S16, T01 N, R26 E, BLOCK 53, Lot 6
A22704	52,460.33	SCHNEITER ENTERPRISES	LAKE HILLS SUBD 21ST FILING, S16, T01 N, R26 E, BLOCK 54, Lot 7
A22707	52,460.33	SCHAUER, RICHARD & ALYSSA	LAKE HILLS SUBD 21ST FILING, S16, T01 N, R26 E, BLOCK 54, Lot 10
A22709	52,460.34	BENNETT, KATHRYNE L & WENDELL E JR	LAKE HILLS SUBD 21ST FILING, S16, T01 N, R26 E, BLOCK 54, Lot 12
A22713	52,460.34	NORMAN, MICHAEL ANTHONY	LAKE HILLS SUBD 21ST FILING, S16, T01 N, R26 E, BLOCK 54, Lot 16

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 9, 2024 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 9th day of September, 2024.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/09/2024
Title:	Public Hearing SID 1422 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621422

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1422.

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

SID 1422 - This project shall upgrade the existing streetlights from High-Pressure Sodium Lights to more efficient LED Lights along Montana Avenue between 27th Street and 22nd Street.

The individual property assessments for SID 1422 have been calculated and are ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with the amount being assessed at $1,271.87 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve the resolution. If not approved, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $35,612.36. The costs associated with SID 1422 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 5.25%.

Attachments

Resolution SID 1422

RESOLUTION 24-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1422, IN THE CITY OF BILLINGS, MONTANA

WHEREAS, the City created a special improvement district or project known as 1422 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1422 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with an interest rate of 5.25% for a term of 15 years. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax	**Amount**	**Owner Name**	**Legal Description**
Code	**Assessed**		
A00800	1,271.87	UNITED STATES FEDERAL BUILDING	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 110, Lot 1 - 6, E15.21' LT 6 ALL LTS 19-24 & VAC ADJ ALLEY (FED BLDG)
A00806	1,271.87	HOTEL CARLIN BUILDING LLC	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 111, Lot 1 - 2
A00807	1,271.87	TRISTAR COMMUNICATIONS II LLC	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 111, Lot 3
A00808	1,271.87	ANDESITE-SUMMIT LLC	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 111, Lot 4

A00809	1,271.87	KOYAMA, SHERI IMER TRSTE 50%	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 111, Lot 5
A00810	1,271.87	LOG CABIN BUILDING LLC	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 111, Lot 6 - 10
A00811	1,271.87	MERYCO PARTNERSHIP, LLP	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 111, Lot 11 - 12
A00817	1,271.87	LARSON FAMILY PROPERTIES LLC	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 112, Lot 1, & 40'X 130' (W2 N24TH ST) ADJ VAC STREET (98)
A00818	1,271.87	PRISM PROPERTY LLC	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 112, Lot 2
A00820	1,271.87	COMPUTERS PARTNERSHIP	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 112, Lot 3 - 5, (09)
A00821	1,271.87	GREGORY, MICHAEL T & ALEXANDRA L	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 112, Lot 6
A00822	1,271.87	NELSON, ANDREW B	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 112, Lot 7
A00823	1,271.87	EAGLE HOTEL BUILDING LLC	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 112, Lot 8
A00824	1,271.87	MCCORMICK HOTEL BUILDING LLC	BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 112, Lot 9 - 12, (17)
A00832	1,271.87	D B SQUARED LLC	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 113, Lot 1 - 2
A00832A	1,271.87	RUGER PROPERTIES LLC	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 113, Lot 3 - 4A, AMD (08)
A00833	1,271.87	NOVA CENTER FOR THE PERFORMING ART INC	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 113, Lot 5A, & 6-7, 8A AMD (08)
A00834	1,271.87	PLAZA HOTEL PARTNERSHIP	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 113, Lot 9A - 12, (08)

A00837	1,271.87	BAR MW PROPERTIES LLC	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 114, Lot 1 - 9
A00838	1,271.87	2223 MONTANA LLC	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 114, Lot 10 - 12
D12017	1,271.87	MONTANA RAIL LINK	S03, T01 S, R26 E, MRL LEASE #501,105 9000 SQFT AT 2608-2606 MONTANA AVE WAREHOUSE & PLATFORM (IMPS @ I-251) (13)
D12017A	1,271.87	MONTANA RAIL LINK	S03, T01 S, R26 E, MRL LEASE #501059 OFFICE & DRY STORAGE WAREHOUSE @ 2526 MT AVE (IMPS AT I251A) (13)
D12267	1,271.87	BILLINGS DEPOT GALLERY *	S03, T01 S, R26 E, MRL PARTIAL LEASE #500,500 1740 SQ FT FOR LAND UNDER RY POST OFFICE BLDG (IMPS AT I-261) (96)
D12268	1,271.87	BILLINGS DEPOT INC	S03, T01 S, R26 E, MRL PARTIAL LEASE #500,500 2480 SQ FT FOR LAND UNDER LUNCH ROOM BLGD (IMPS AT I-622) (96)
D12269	1,271.87	MONTANA RAIL LINK	S03, T01 S, R26 E, MRL PARTIAL LEASE #500,500, 121,285, 10,740 SQ FT FOR LAND UNDER PASSENGER STATION DEPOT (LAND AT I006230)
D12270	1,271.87	MONTANA RAIL LINK	S03, T01 S, R26 E, MRL PARTIAL LEASE #500,500 FOR 121,285 TOTAL, 4,800 SQ FT LAND UNDER RY SERVICE BLDG (IMPS AT I006240)
D12271	1,271.87	MONTANA RAIL LINK	S03, T01 S, R26 E, MRL LEASE #500,500 121,285 SQ FT LESS 19,760 SQ FT UNDER 4 IMPS FINAL SQ FT 101,525 SQ FT (96)
D13161	1,271.87	MONTANA RAIL LINK	S03, T01 S, R26 E, MRL LEASE #501,624 6,560 SQFT (13)

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 9, 2024 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 9th day of September, 2024.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/09/2024
Title:	Public Hearing SID 1425 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621425

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1425.

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

SID 1425 - This project shall construct a traffic signal at the intersection of Broso Park Drive and Gabel Road, and also widening 800-feet of the west side of Gabel Road south of Broso Valley Park Drive to add a travel lane.

The individual property assessments for SID 1425 have been calculated and are ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with assessments ranging from $1,967.10 to $38,546.65 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $235,969.71. The costs associated with SID 1425 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 5.25%.

Attachments

Resolution SID 1425

RESOLUTION 24-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1425, IN THE CITY OF BILLINGS, MONTANA

WHEREAS, the City created a special improvement district or project known as 1425 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1425 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with an interest rate of 5.25% for a term of 15 years. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code	Amount Assessed	Owner Name	Legal Description
A30682	38,546.65	NORTHWEST PIPE FITTING INC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 5A, AMD (19)
A30685	21,518.82	HARTS BASIN RANCH CORP	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 8A, AMD (11)
A30687	34,199.44	BILLINGS VENTURES LP	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 10A, AMD 11.179 AC (07)
A30688	4,466.52	PARK STREET INVESTMENTS, LC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 11A, AMD 1.460 AC (07)
A30688A	5,130.37	BILLINGS HOTEL DEVELOPERS LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 11B, AMD 1.677 AC (07)

A30689	3,557.92	PARK STREET INVESTMENTS LC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 12A1, AMD (14)
A30689A	10,878.72	EMBER LANE LODGING INVESTORS LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 12B - 13B, (19)
A30690	5,870.71	JPK TR BILLINGS LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 13A2, AMD (14)
A30691	9,462.28	BROSO VALLEY LODGING INVESTORS LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 14A, AMD 3.093 AC (06)
A30692	4,827.51	ROCKY MOUNTAIN OIL INC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 15A, (07)
A30693	3,970.91	ROCKY MOUNTAIN OIL, LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 16A1, (07)
A30694	5,938.02	CLUB PROPERTIES LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 17A, AMD (11)
A30695	10,964.38	NATIONWIDE HEALTH PROPERTIES INC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 1, Lot 18A, AMD (11)
A30704	12,200.32	HENSLEY PROPERTIES-OAK TERRACE LP	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 2, Lot 7A, AMD (19)
A30709	6,886.39	BILLINGS LODGING WEST LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 2, Lot 10A, AM LTS 10-12 (23)
A30714	2,710.50	AEAMS PROPERTIES LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 3, Lot 2, 38,606 SF (04)
A30715	1,967.10	AEAMS PROPERTIES LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 3, Lot 3, 27,989 SF (04)
A30716	4,209.54	AEAMS PROPERTIES LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 3, Lot 4 - 5, (14)
A30718	2,113.95	S & E STORAGE LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 3, Lot 6, 30,099 SF (04)
A30721	10,040.48	BILLINGS VA 2008 LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 4, Lot 1A, AMD (14)

A30725	7,329.98	KRE HCRE 2 OWNER 3 LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 4, Lot 4A, AMD (12)
A30726	3,456.96	IHC HEALTH SERVICES INC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 4, Lot 6, 1.130 AC (04)
A30727	5,577.03	IHC HEALTH SERVICES INC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 4, Lot 7, 1.823 AC (04)
A30730	20,145.21	BILLINGS VA 2012 LLC	BROSO VALLEY PARK SUB, S23, T01 S, R25 E, BLOCK 4, Lot 10A, AMD (14)

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 9, 2024 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 9th day of September, 2024.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/09/2024
Title:	Public Hearing SID 1426 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621426

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1426.

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

SID 1426 - This project shall construct curb and gutter, asphalt pavement, and remove and replace some existing curb and gutter and/or drive approaches to improve drainage, and install a new 8-inch water main to the end of Arvin Lane which is a cul-de-sac.

The individual property assessments for SID 1426 have been calculated and are ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with the amount being assessed at $7,539.60 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve the resolution. If not approved, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $30,158.40. The costs associated with SID 1426 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 5.25%.

Attachments

Resolution SID 1426

RESOLUTION 24-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1426, IN THE CITY OF BILLINGS, MONTANA

WHEREAS, the City created a special improvement district or project known as 1426 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1426 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with an interest rate of 5.25% for a term of 15 years. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code	Amount Assessed	Owner Name	Legal Description
A17509A	7,539.60	KOVASH, BRYAN D & POLLY	WEIDLER ACRES, S35, T01 N, R25 E, Lot 5B
A17509B	7,539.60	TUSS, DUSTIN JEREMY & ALISHA MICHELLE	WEIDLER ACRES, S35, T01 N, R25 E, Lot 5C
A17510A	7,539.60	WLR LLC	WEIDLER ACRES, S35, T01 N, R25 E, Lot 6B
A17510B	7,539.60	MUSIC, APRIL	WEIDLER ACRES, S35, T01 N, R25 E, Lot 6C

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 9, 2024 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 9th day of September, 2024.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/09/2024
Title:	Public Hearing SID 1427 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621427

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1427.

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

SID 1427 - This project shall construct the remainder of curb and gutter, asphalt pavement, and drive approaches on Hancock Drive.

The individual property assessments for SID 1427 have been calculated and are ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with assessments ranging from $8,438.24 to $12,882.83 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve the resolution. If not approved, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $38,197.55. The costs associated with SID 1427 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 5.25%.

Attachments

Resolution SID 1427

RESOLUTION 24-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1427, IN THE CITY OF BILLINGS, MONTANA

WHEREAS, the City created a special improvement district or project known as 1427 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1427 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with an interest rate of 5.25% for a term of 15 years. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code	Amount Assessed	Owner Name	Legal Description
A09317	8,438.24	LAMBRECHT, GAIL A	HUNTINGTON TRACTS, S35, T01 N, R25 E, Lot 13, N50' LT 13 AMD LT 1-2
A09318	12,882.83	KLARICH, DAVID E & ELIZABETH I	HUNTINGTON TRACTS, S35, T01 N, R25 E, Lot 14, AMND LT 1-2
A09319	8,438.24	LAMBRECHT, GAIL A	HUNTINGTON TRACTS, S35, T01 N, R25 E, Lot 15, AMND LT 1-2
A09320	8,438.24	URLACHER, JAMES V &	HUNTINGTON TRACTS, S35, T01 N, R25 E, Lot 16, AMND LT 1-2

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 9, 2024 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 9th day of September, 2024.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/09/2024
Title:	Public Hearing SID 2926 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	612926

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to assess property owners for sidewalk construction costs for SID 2926 (work order 23-02).

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

This project is for Missing Sidewalk Improvements in various locations around the City of Billings. SID No. 2926 (work order 23-02) has been completed by the Finance Department and is ready to spread on the 2024 tax roll.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve. If not approved, the property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total cost spread to the district is $222,414.61. Assessments range from $1,996.20 to $14,217.94 spread over a 12 year period, at an interest rate of 5.25%. The amount assessed per property is stated in the resolution.

Attachments

Resolution SID 2926

RESOLUTION 24-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2926, IN THE CITY OF BILLINGS, MONTANA

WHEREAS, the City created a special improvement district or project known as 2926 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2926 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with an interest rate of 5.25% for a term of 12 years. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code	Amount Assessed	Owner Name	Legal Description
A07562A	4,969.41	EMMICK, DEAN LAVAYE	EMMICK TOWNHOMES (11), S36, T01 N, R25 E, UNIT 1409, 65% COMMON AREA INTEREST, LOC @ LT 13, W2 LT 14 BLK 2 GLOCK SUB
A07562B	5,077.83	LEWIS, KATHRYN JO	EMMICK TOWNHOMES (11), S36, T01 N, R25 E, UNIT 1411, 35% COMMON AREA INTEREST, LOC @ LT 13, W2 LT 14 BLK 2 GLOCK SUB
A07582	12,998.78	CLEASBY, ROXANNE & THOMAS ELWOOD	GLOCK SUBD, S36, T01 N, R25 E, BLOCK 3, Lot 12

A07583	12,456.66	SLAGOWSKI, ALICE H	GLOCK SUBD 816, S36, T01 N, R25 E, BLOCK 3, Lot 13
A07642	1,996.20	KLIER, JEFFREY A & ANGELA T	GLOCK SUBD, S36, T01 N, R25 E, BLOCK 6, Lot 13, & W18.8' LT 14
A08957	14,217.94	NEWBURY, JOHN P & TRACY J	HIGHLAND PARK SUBD, S31, T01 N, R26 E, BLOCK 1, Lot 2, & 10'X 200' VAC ALLEY
A08958	9,087.10	ROBERTS, JOHN J & TARA T	HIGHLAND PARK SUBD, S31, T01 N, R26 E, BLOCK 1, Lot 3, & 10 X 120' VAC ALLEY
A08959	2,361.22	BOYER, NANCY M	HIGHLAND PARK SUBD, S31, T01 N, R26 E, BLOCK 1, Lot 4, E130 FT LT 4
A10333	2,035.96	OLSON, DORIS M	LILLIS SUBD 3RD FILING, S01, T01 S, R25 E, BLOCK 5, Lot 27, W51.68'
A10537	11,294.11	KLEIN, BARBARA A	LILLIS SUBD 3RD FILING, S01, T01 S, R25 E, BLOCK 9, Lot 21
A16602	6,789.73	MCCOMAS, LARRY M	SUNSET SUBD, S05, T01 S, R26 E, BLOCK 1, Lot 7
A16648	2,902.13	DRIVE HOLDINGS LLC	SUNSET SUBD, S05, T01 S, R26 E, BLOCK 4, Lot 11, N100' (LESS 1300' FOR ST) (13)
A16698	12,480.76	HACKMANN, DENNIS L	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 2, Lot 5
A16698A	7,047.53	FOX, SANDRA J	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 2, Lot 6
A16698B	6,451.20	MADSEN, RILEY T & SYDNEY F	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 2, Lot 7
A16698C	5,688.62	THOMPSON, THEODORE ALLEN	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 2, Lot 8
A16699C	8,204.04	PINKERTON-CATES LLC	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 2, Lot 12
A16700	5,933.18	MCBEE, BILLY GENE JR & TERESA G	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 2, Lot 13

A16700A	6,746.35	STRAND, ROGER R & DIANE M	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 2, Lot 14
A16700B	11,476.03	METTLER, BRANDON L	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 2, Lot 15
A16700C	7,222.21	WALDNER, TIMOTHY E	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 2, Lot 16
A16701	8,553.42	SCHULTZ, JEFFREY A & COLEEN R	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 3, Lot 1
A16705	8,246.22	LASAR, JOHN DWIGHT & BARBARA L	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 3, Lot 9
A16705A	6,023.53	STOCKER, LELAND R &	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 3, Lot 10
A16705B	5,860.89	BOYCE, NEIL	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 3, Lot 11
A16706	6,529.50	SCHIENO, CAMERON	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 3, Lot 12
A16706A	3,553.88	CARTER, KIMBERLY L & BRET M	SUN VALLEY SUBD 3RD FILING, S20, T01 N, R26 E, BLOCK 3, Lot 13
D05661	6,283.74	HUTCHINSON-FINSTAD, KAREN	MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 1, N87.5 FT S357.5 FT LT 1 & N87.5 FT S357.5 FT E2 LT 2
D05662	7,128.85	KALBERG, DAVID E & JOAN K	MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 1, N 90 FT OF S 270 FT OF LT 1 AND N 90 FT OFS 270 FT OF E 1/2 OF LT 2
D05665	7,828.18	LYMAN, JOSEPH R	MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 1, N 85X175 FT OF S 175 FT OF LTS 1-2 & 3 5X150 FT N 38 0 LTS 1-2 N 40X135F LT 2-3
D05666	4,969.41	SULLIVAN, JOHN DAVID &	MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 1, S90' L:1 E75' OF S90' L:2

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 9, 2024 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 9th day of September, 2024.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/09/2024
Title:	Public Hearing SID 2927 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	612927

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to assess property owners for sidewalk construction costs for SID 2927 (work order 22-21).

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

The Brewington Drive reconstruction will reconstruct Brewington Drive and three adjacent cul-de-sacs. The improvements will construct sidewalks, curb and gutter, drive approaches and driveways, accessible ramps, along with new storm drainage infrastructure and minor sewer and water improvements necessitated by the design. SID No. 2927 (work order 22-21) has been completed by the Finance Department and is ready to spread on the 2024 tax roll.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve the resolution. If not approved, the property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total cost spread to the district is $322,585.39. Assessments range from $4,026.11 to $22,276.82 spread over a 12 year period, at an interest rate of 5.25%. The amount assessed per property is stated in the resolution.

Attachments

Resolution SID 2927

RESOLUTION 24-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2927, IN THE CITY OF BILLINGS, MONTANA

WHEREAS, the City created a special improvement district or project known as 2927 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2927 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with an interest rate of 5.25% for a term of 12 years. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code	Amount Assessed	Owner Name	Legal Description
A22994	22,080.85	HOFFERBER, TIMOTHY A	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 1, Lot 2
A22995A	10,797.22	CHRISTENSEN, MATTHEW	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 1, Lot 3B
A22996A	11,020.34	MERRITT, JOHN	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 1, Lot 4A
A22998	12,112.71	BREWINGTON, JAMES R	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 1, Lot 6
A22999	12,387.20	BENKE, BARRY	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 1, Lot 7B

A22999A	11,589.28	VERNES, BRADLEY D & SHAY	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 1, Lot 7A
A23003	19,419.42	CANTESANO, SANDRA A	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 3
A23004	9,568.19	MALDONADO, ALICIA C & CHRISTOPHER K	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 4A
A23004A	13,038.06	COSNER, DENNIS	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 4B
A23005	8,506.84	HAABY,ERIKA	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 5
A23007	8,607.91	3 G'S GROUP INC	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 7
A23009	22,276.82	CL6 PROPERTIES LLC	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 9
A23010	10,205.75	RLB OIL CO	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 10
A23011	6,935.41	RLB OIL CO	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 11
A23012	4,026.11	LAMBERT, DALE A & BONNIE J	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 12
A23013	9,379.74	STEVENSON, CAROL J	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 13
A23014A	10,229.52	TATRO, MONTI	PATCHTOP MOUNTAIN TOWNHOMES, S14, T01 N, R26 E, UNIT 1705, 50% COMMON AREA INTEREST, (08) LT 14 BLK 2 BREWINGTON SUB
A23014B	10,229.52	CHAMBERLAIN, LARRY E & GLORIA J	PATCHTOP MOUNTAIN TOWNHOMES, S14, T01 N, R26 E, UNIT 1707, 50% COMMON AREA INTEREST, (08) LT 14 BLK 2 BREWINGTON SUB

A23016A	4,879.16	ALLISON, CINDY L	ERB GARDENS TOWNHOMES, S14, T01 N, R26 E, UNIT 1134, 22% COMMON AREA INTEREST, LOC @ LT 16 BLK 2 BREWINGTON SUB
A23016B	4,879.16	LIVESAY, JENNIFER N	ERB GARDENS TOWNHOMES, S14, T01 N, R26 E, UNIT 1136, 22% COMMON AREA INTEREST, LOC @ LT 16 BLK 2 BREWINGTON SUB
A23016C	6,209.84	CARPENTER, ANGEL A	ERB GARDENS TOWNHOMES, S14, T01 N, R26 E, UNIT 1138, 28% COMMON AREA INTEREST, LOC @ LT 16 BLK 2 BREWINGTON SUB
A23016D	6,209.84	SHAW, JON & TIA	ERB GARDENS TOWNHOMES, S14, T01 N, R26 E, UNIT 1140, 28% COMMON AREA INTEREST, LOC @ LT 16 BLK 2 BREWINGTON SUB
A23017A	10,710.77	KADERAVEK, NATHAN	SAND PEBBLE TOWNHOMES, S14, T01 N, R26 E, UNIT 1142, 50% COMMON AREA INTEREST, LOC @ LT 17 BLK 2 BREWINGTON SUB
A23017B	10,710.76	ALEXANDER, ARLENE C	SAND PEBBLE TOWNHOMES, S14, T01 N, R26 E, UNIT 1144, 50% COMMON AREA INTEREST, LOC @ LT 17 BLK 2 BREWINGTON SUB
A23019	17,528.87	SCHELL, KENNETH LYLE TRUSTEE	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 19

A23021	17,708.18	GRAVES, GORDON T	BREWINGTON SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 21A
A36978A	15,668.96	EMERSON, PATRICIA A	EMERSON TOWNHOMES (23), S14, T01 N, R26 E, UNIT 1606, 50% COMMON AREA INTEREST, LOC @ BREWINGTON SUBD BLK 1 LT 1
A36978B	15,668.96	EMERSON, PATRICIA A	EMERSON TOWNHOMES (23), S14, T01 N, R26 E, UNIT 1608, 50% COMMON AREA INTEREST, LOC @ BREWINGTON SUBD BLK 1 LT 1

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 9, 2024 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 9th day of September, 2024.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/09/2024
Title:	Public Hearing and Resolution Setting Annual Levies for Fiscal Year 2025
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and after council discussion, approve one of the attached resolutions.

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

In the first week of August, the City received Certified Taxable Value which showed an increase in taxable value for the City of 1.5% over the prior year. The FY2025 budget was built upon the assumption of a 1% increase in growth. At the City Council Budget and Finance Meeting on 8/16/24, the change in certified taxable value was discussed and the potential number of mills to be levied for the next year. Two options were discussed, one that would set the total number of mills to the max allowed in the Charter and another that would reduce the number of mills to generate the tax revenue that was estimated in the FY2025 budget.

As a result of this discussion at the Budget and Finance committee, the Finance Department is including two resolutions for Council consideration. The "max" resolution would set the mills at the maximum allowed by charter and would total 208.38 mills. The "min" resolution would set the mills at the number needed to generate tax revenue consistent with the FY25 budget, and would total 207.37 mills. The difference of 1.01 mills would cost the median homeowner about $4.21 for the year.

The table below demonstrates the differences between the two resolutions, showing the total mills difference, impact on the median homeowner, and revenue differences.

Fund	Min (mills)	Max (mills)	Difference (mills)	Annual Median Home Cost	Min (Revenue)	Max (Revenue)	Difference (Revenue)
General	73.63	74.00	0.37	$ 1.54	$ 20,159,820	$ 20,261,126	$ 101,306
Library	4.98	5.00	0.02	0.08	1,363,519	1,368,995	5,476
Transit	9.95	10.00	0.05	0.21	2,724,300	2,737,990	13,690
Public Safety (1, 2, & 3)	113.43	114.00	0.57	2.37	31,057,021	31,213,086	156,065
GO Library	2.61	2.61	-	-	714,615	714,615	-
GO Ballpark	2.77	2.77	-	-	758,423	758,423	-
Total	207.37	208.38	1.01	$ 4.21	$ 56,777,699	$ 57,054,236	$ 276,537

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve and provide additional guidance to staff
- Amend and approve the resolutions

FISCAL EFFECTS

Establishing these mills will allow the City's General, Transit, Library and Public Safety Funds to align with the adopted FY25 Budget that was approved by City Council on 6/10/24.

The General Obligation mills are set in order to generate the necessary revenues to make the debt service payments for General Obligation (GO) Debt as authorized by the City Charter.

If approved, the median home valued at $308,400 will pay either $863.36 (min resolution) or $867.57 (max resolution) for the property tax mill levies in FY25, compared to $859.05 in FY24.

Attachments

Resolution Max Mill Levies
Resolution Min. Mill Levies

RESOLUTION NO. 24- _____

A RESOLUTION MAKING THE MILL LEVIES FOR ALL-PURPOSE MILL LEVY AND MILL LEVIES FOR LIBRARY OPERATING, TRANSIT OPERATING, AND PUBLIC SAFETY AND GENERAL OBLIGATION DEBT FOR THE FISCAL YEAR 2024-2025.

WHEREAS, pursuant to law, the City of Billings is required to make annual mill levies.

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

1. That an All-Purpose Annual Mill Levy in the amount of 74 Mills is hereby imposed on all taxable property within the City of Billings, Montana, for the Fiscal Year July 1, 2024 through June 30, 2025. (BMCC 1.02)

2. That additional Mill Levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

   A. 5.00 Library Operating (BMCC 1.04)
   B. 10.00 Transit Operating (BMCC 1.03)
   C. 20.00 Public Safety (BMCC 1.05)
   D. 60.00 Public Safety II (BMCC 1.05.1)
   E. 34.00 Public Safety III (BMCC 1.05.2)

3. That the mill levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

   A. 2.61 mills-General Obligation Debt Service Library
   B. 2.77 mills-General Obligation Debt Service Baseball Stadium Series A

4. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the City Council this 9th day of September, 2024.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____

Denise R. Bohlman, CITY CLERK

RESOLUTION NO. 24- _____

A RESOLUTION MAKING THE MILL LEVIES FOR ALL-PURPOSE MILL LEVY AND MILL LEVIES FOR LIBRARY OPERATING, TRANSIT OPERATING, AND PUBLIC SAFETY AND GENERAL OBLIGATION DEBT FOR THE FISCAL YEAR 2024-2025.

WHEREAS, pursuant to law, the City of Billings is required to make annual mill levies.

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

1. That an All-Purpose Annual Mill Levy in the amount of 73.63 Mills is hereby imposed on all taxable property within the City of Billings, Montana, for the Fiscal Year July 1, 2024 through June 30, 2025. (BMCC 1.02)

2. That additional Mill Levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

   A. 4.98 Library Operating (BMCC 1.04)
   B. 9.95 Transit Operating (BMCC 1.03)
   C. 19.90 Public Safety (BMCC 1.05)
   D. 59.70 Public Safety II (BMCC 1.05.1)
   E. 33.83 Public Safety III (BMCC 1.05.2)

3. That the mill levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

   A. 2.61 mills-General Obligation Debt Service Library
   B. 2.77 mills-General Obligation Debt Service Baseball Stadium Series A

4. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the City Council this 9th day of September, 2024.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____

Denise R. Bohlman, CITY CLERK

City Council Regular

Date:	09/09/2024
Title:	Public Hearing and Resolution Road Maintenance District No. 6
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council hold a public hearing and approve the resolution setting the annual Road Maintenance District (RMD) No. 6 assessment.

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

RMD No. 6 was established by City Council in 2015. The purpose of the district is to maintain a permanent emergency access road for fire apparatus and emergency vehicles. This specific access road is located in the Briarwood subdivision located between Glengarry Lane and Colleen Drive. This road provides a secondary access point for the development which can be used during an emergency should the main access road become inaccessible. The fee will remain the same for FY 25 as it was for FY 24, at $55.28 per lot.

ALTERNATIVES

City Council may:

- Approve the assessment; or,
- Not approve the assessment. If not approved, the district will not collect enough money to maintain the Briarwood Emergency Access Road and this would create a conflict with the Subdivision Improvement Agreement and the Fire Code.

FISCAL EFFECTS

The total assessment of $2,819 (51 lots at $55.28) reflects the cost of providing maintenance to meet Fire Code requirements.

Attachments

Resolution RMD6

RESOLUTION 24 -_____

A RESOLUTION LEVYING AND ASSESSING ROAD MAINTENANCE DISTRICT NO. 6 FEES FOR PROPERTIES WITHIN ROAD MAINTENANCE DISTRICT NO. 6 IN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, the City, by Resolution, has defined the boundaries and established a road maintenance district as provided by State Law, and

WHEREAS, Billings Montana City Code and Title 7, Chapter 12, Parts 41 and 44, as amended of the Montana Code Annotated authorizes the City of Billings to adjust the road maintenance district rate and charge to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of the district.

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

1. METHOD OF ASSESSMENT. The City hereby determines that each lot or parcel of land within Road Maintenance District No. 6 shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears.

2. ASSESSMENT. Each lot or parcel within the boundaries of Road Maintenance District No. 6, is hereby assessed **$55.28** per lot for fiscal year 2025.

3. LOTS AND PARCELS ASSESSED. A list which describes the legal description of each of the 51 lots or parcel of land assessed within the respective district,

and the amount levied thereon set is available in the office of the City Clerk, 210 North 27th St, Billings, Montana.

4. COLLECTION OF ASSESSMENTS. Said special assessments shall be placed upon the assessment rolls and collected in the same manner as other taxes.

5. NOTICE OF HEARING. On Monday, **September 9, 2024** at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

6. EFFECTIVE DATE. This resolution shall be effective upon final adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 9th day of September 2024**.**

BY:_____

William A. Cole, MAYOR

ATTEST:

BY:_____

Denise R. Bohlman, CITY CLERK

Exhibit A

Tax ID	Legal Description
A32132	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 1A, AMD 29382 SQ FT (08)
A32133	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 2, 16843 SQUARE FEET, (06)
A32134	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 3, 18688 SQUARE FEET, (06)
A32135	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 4, 19990 SQUARE FEET, (06)
A32136	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 5, 18532 SQUARE FEET, (06)
A32137	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 6, 18568 SQUARE FEET, (06)
A32138	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 7, 18605 SQUARE FEET, (06)
A32139	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 8, 18641 SQUARE FEET, (06)
A32140	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 9, 18678 SQUARE FEET, (06)
A32141	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 10, 20037 SQUARE FEET, (06)
A32142	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 11, 17170 SQUARE FEET, (06)
A32143	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 12, 21975 SQUARE FEET, (06)
A32144	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 1, 30665 SQUARE FEET, (06)
A32146	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 3, 22760 SQUARE FEET, (06)
A32147	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 4, 20152 SQUARE FEET, (06)
A32148	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 5, 13290 SQUARE FEET, (06)
A32149	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 6, ACRES 14129, (06)
A32150	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 3, Lot 1, 24360 SQUARE FEET, (06)
A32151	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 3, Lot 2, 22366 SQUARE FEET, (06)
A32152	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 3, Lot 3, 20430 SQUARE FEET, (06)
A32153	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 1
A32154	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 2, 33407 SQUARE FEET, (06)
A32155	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 3, 42372 SQUARE FEET, (06)
A32156	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 4, 46904 SQUARE FEET, (06)
A32157	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 5, 19276 SQUARE FEET, (06)
A32158	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 25, ACRES 17562, (06)
A35428	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 4
A35429	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 5
A35430	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 6
A35431	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 7
A35432	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 8
A35433	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 9
A35434	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 10
A35435	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 11
A35436	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 12
A35437	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 13
A35438	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 14
A35439	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 15
A35440	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 16

A35441	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 17
A35442	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 18
A35443	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 19
A35444	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 20
A35445	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 21
A35446	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 22
A35447	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 26
A35448	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 27
A35449	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 28
A35450	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 29
A35451	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 30
A35453	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 31

EXHIBIT "A"

EMERGENCY ACCESS ROAD MAINTENANCE DISTRICT No. XXX

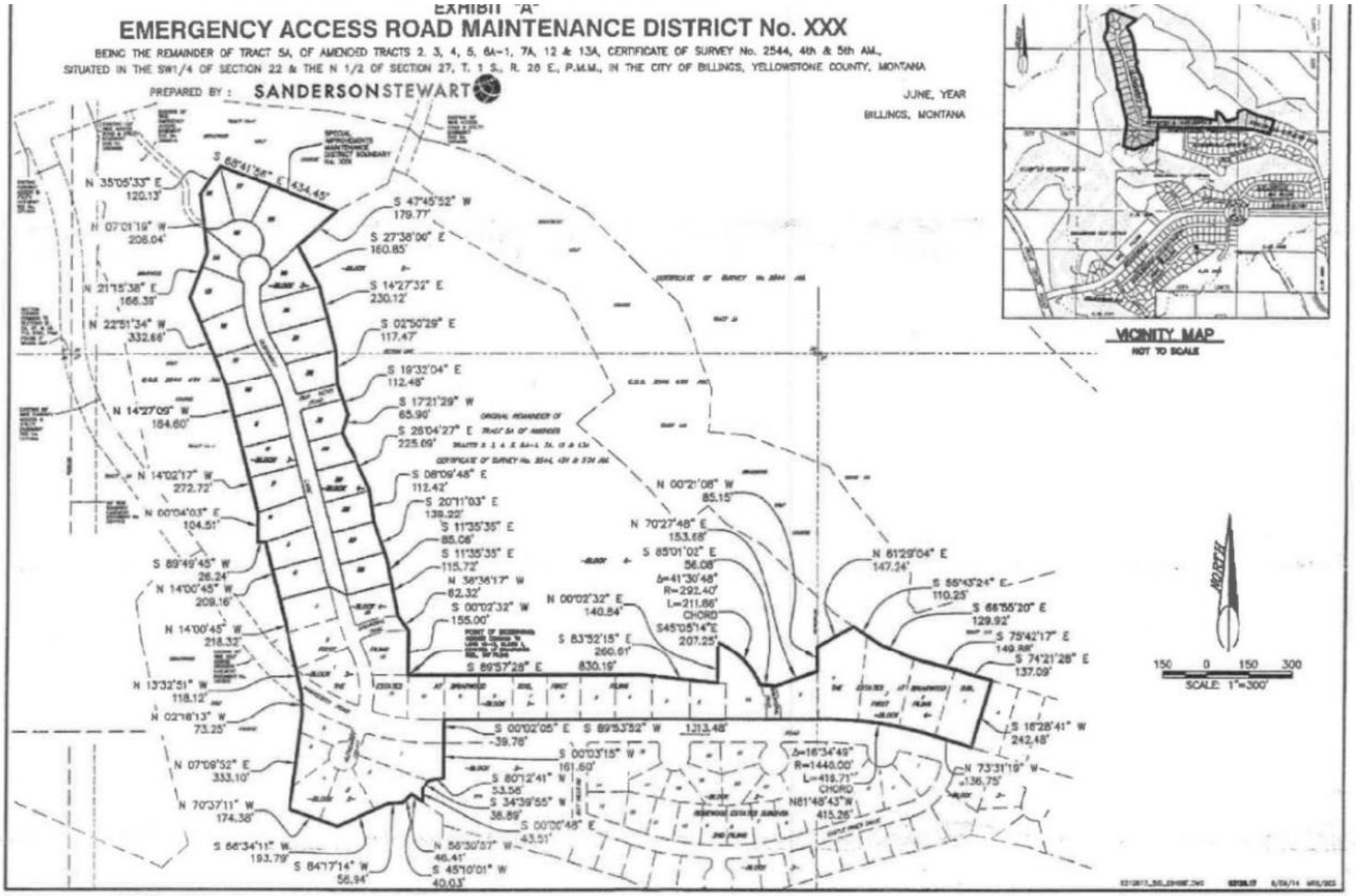
BEING THE REMAINDER OF TRACT 5A, OF AMENDED TRACTS 2, 3, 4, 5, 6A-1, 7A, 12 & 13A, CERTIFICATE OF SURVEY No. 2544, 4th & 5th AM.,
SITUATED IN THE SW1/4 OF SECTION 22 & THE N 1/2 OF SECTION 27, T. 1 S., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED BY : SANDERSONSTEWART

JUNE, YEAR

BILLINGS, MONTANA

VICINITY MAP
NOT TO SCALE



City Council Regular

Date:	09/09/2024
Title:	Public Hearing and Resolution for Weed Abatement Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution authorizing staff to alter list if the assessments are paid prior to submitting to the County Treasurer.

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

The annual weed assessments have been completed and are ready to be placed on the tax rolls by the attached resolution.

Pursuant to the Billings, Montana City Code (BMCC), Section 25-304, property owners are notified in writing and given ten (10) days from the date of the notice of noncompliance to exterminate weeds or tall grass from their property. If owners fail to cut the vegetation, the City may cut it and assess the costs to the real property, together with an additional administrative fee of 25% of the cost of removal, plus a $25 penalty. If the charges are not paid within a given time, the costs and penalties constitute a lien on the property and special assessments may be levied. The General Fund initially pays the costs, so the collected assessments reimburse those expenses.

The properties on the attached list had weeds removed from them during the growing season, the owners did not pay the charges and the properties may be assessed to recover the costs, penalty and fee.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the weed removal.

FISCAL EFFECTS

The assessments total $10,152.57 and the payments will reimburse the General Fund.

Attachments

Resolution Weed Abatement

RESOLUTION NO. 24_____

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF CUTTING AND/OR EXTERMINATING WEEDS.

WHEREAS, Billings, Montana City Code, Section 25-307, provides that the City Clerk shall prepare and present a resolution containing a list of all parcels of land in the City, from which and adjacent to which, the weeds were cut, exterminated and/or removed, and such list shall contain opposite the number of such lots or description of such parcels of land, the name of the owner, if known, and the amount of cost for cutting and removing such weeds.

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

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to defray the cost of cutting and removing of weeds, there is hereby levied an assessment upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.

3. DISPOSITION OF COLLECTIONS. All monies collected from the assessment shall be paid to the General Fund of the City of Billings.

4. NOTICE OF HEARING. On Monday, September 9th, 2024**,** at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 9th day of September, 2024.

CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

Exhibit A

NAME	MOWING ADDRESS	TAX CODE	AMOUNT
ALTITUDE PROPERTY GROUP LLC	50 MOORE LN	D01452	$ 373.95
ANDERSON MISTY LEE & LAWRENCE	417 S 35TH ST	A14070	$ 190.00
BERTSCH DEBRA ANN	605 S 36TH ST	A01634	$ 190.00
CADY ROBERT HUGH	4114 MORGAN AVE	A17131	$ 190.00
CDF PROPERTIES LLC	25 S. 37TH STREET W.	A27253	$ 332.20
CDF PROPERTIES LLC	3611 MOUNT RUSHMORE	A27254	$ 483.56
CDF PROPERTIES LLC	3655 MOUNT RUSHMORE	A27255	$ 553.47
CONWAY WESLEY	2982 MILLICE AVE.	C06034	$ 190.00
CURRIE TRENT	215 N 20TH ST	A00459	$ 505.50
DAVID W KLIMPER TRUST	2211 8TH AVENUE NORTH	A02102	$ 100.00
DAWSON MARK	4102 HEADWATER LN	A34946B	$ 373.95
ELLMAN PATTY	146 JACKSON ST	D01607	$ 566.00
FANDRICH BRYAN R & JAMIE M	123 CUSTER AVE	A15733	$ 190.00
GADADE VAIBHAV N.	102 S 33RD STREET	A18790	$ 231.75
GOLDEN MEADOWS II LLC	UNNASSIGNED FIELD	D00571	$ 505.46
GOLDEN MEADOWS LLC	UNNASSIGNED FIELD	D00570	$ 440.75
HILARIO MARK & CHUCK	4128 STATE AVENUE	A06931	$ 244.52
HUNTERS POINT APARTMENTS PHASE 2 LLC	2970 CENTRAL AVE	D12499	$ 236.17
INFINITY HOME LLC	1040 BERINGER WAY	A31994	$ 190.00
INFINITY HOME LLC	1032 BERINGER WAY	A31995	$ 195.89
JENSEN DONLYN D.	611 S. 36TH ST	A01635	$ 190.00
JOHNSON SEAN	3752 DONNA CT	A12952A	$ 257.05
LUDWIG LORI	5210 FRONTIER DR	A33590	$ 284.18
NEUHOFF SETH DOUGLAS	2608 SILVER BLVD	A00291	$ 190.00
PRICE AMY	5129 CLEMSON DR	A35458	$ 198.60
PRICE AMY	2611 TULANE DR	A35544	$ 202.77
PRICE AMY	2603 TULANE DR	A35546	$ 242.43
PRICE AMY	5107 AMHERST	A35547	$ 277.92
PRICE AMY	2607 TULANE DR	A35545	$ 217.38
REGAL LAND RIMPOINT LLC	4679 PALISADES PARK DR	A29351	$ 215.30
REGAL LAND RIMPOINT LLC	4665 PALISADES PARK DR	C08886	$ 227.82
REGAL LAND RIMPOINT LLC	4693 PALISADES PARK DR	A29352	$ 190.00
RLI LAND DEVELOPMENT	1353 TANIA CIRCLE	A37317	$ 190.00
SMITH DAKOTA	2304 PINE ST	A08288	$ 190.00
STEVENSON CAROL J.	1133 LYNCH DR	A23013	$ 369.78
TORRES JOE STEVE	2030 GLENEAGLES BLVD	A22220	$ 190.00
WERSLAND KENNY	2005 GLENEAGLES	A22128	$ 236.17
		Total	$ 10,152.57

City Council Regular

Date:	09/09/2024
Title:	Public Hearing and Resolution Setting PMD Annual Assessments for Fiscal Year 2025
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	684001-684041

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and approve the resolution setting the assessments for the City's Park Maintenance Districts.

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

The annual assessment resolution for the City's 36 Park Maintenance Districts (PMD's) has been calculated and allocated to each property within the district. Assessed amounts are consistent with the FY25 Budget adopted on June 10, 2024. The assessment method varies by district, as described in the attached resolution, consistent with the creation of each PMD.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the Parks Department could stop maintaining the PMD parks or Council could direct staff to continue maintaining the parks and use the Parks and Recreation Fund or other resources for that purpose.

FISCAL EFFECTS

The total amount to be assessed for these PMD's is $1,464,637 for FY25. Park maintenance district rates are calculated by estimating the expenses for maintenance, recovering actual expenditures, and planning for future equipment replacement within each district.

There are 6,493 properties in Billings that are within the boundaries of a Park Maintenance District. The average annual charge is $219 and the median annual charge is $153.

Gross amounts assessed for each PMD are shown below, with a comparison to prior year amounts:

Park Maintenance District Name	FY24 Revenue	FY25 Revenue	Increase/ Decrease
Harvest	198,657	208,264	9,607
Olympic	180,960	191,371	10,411
Parkland West	47,651	49,576	1,925
Kiwanis/Durland	23,236	24,657	1,421
High Sierra	79,448	84,348	4,900
Forest Park	1,948	2,082	134
Woodland Estates	4,653	5,461	808
Terra West	24,872	27,533	2,661
Aspen Grove	9,005	9,668	663
Lakeview Drain	2,155	2,328	173
Montana Avenue	64,953	62,183	-2,770
Country Manor (Village West-Circle 50)	48,256	51,441	3,185
Broadway/City Hall	41,773	55,535	13,762
Rush/Shiloh Point	13,579	13,871	292
Howard Heights	8,618	9,082	464
Mission United (West end Bike Trail)	11,772	11,692	-80
South Gate	6,014	6,376	362
Frances Park	24,167	25,811	1,644
Rolling Hills (Silver Spur Trail)	10,387	11,093	706
Dokken (Town and Country)	8,966	9,617	651
Lutheran Park	11,204	12,195	991
Rimrock West	53,451	59,597	6,146
Walden Grove	29,503	31,526	2,023
Rehberg Ranch	28,870	31,845	2,975
Uinta and Twin Oaks	42,861	47,218	4,357
Ironwood	122,166	132,526	10,360
Vintage Estates	7,795	13,077	5,282
Cottonwood	1,950	2,180	230
Kings Green	12,752	13,550	798
Copper Ridge	101,151	115,190	14,039
Riverfront Pointe	1,394	1,448	54
Falcon Ridge	46,625	53,187	6,562
Josephine Crossing	13,211	17,596	4,385
Terra West Entrance	4,613	4,828	215
Yellowstone Family Park	37,315	49,711	12,396
Annafeld Parks	22,105	16,974	-5,131
Total Annual PMD Assessment	**1,348,036**	**1,464,637**	**116,601**

Attachments

Resolution PMDs

RESOLUTION 24-

A RESOLUTION LEVYING AND ASSESSING ALL PROPERTY WITHIN PARK MAINTENANCE DISTRICTS AN AMOUNT EQUAL TO THE COST OF MAINTAINING THE IMPROVEMENTS IN SAID PARK MAINTENANCE DISTRICTS WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION.

WHEREAS, certain Park Maintenance Districts within the City have been created and constructed, and

WHEREAS, certain improvements within those Park Maintenance Districts require maintenance, and

WHEREAS, M.C.A. Section 7-12-4162 provides that the City may levy and assess the costs of maintenance against said districts.

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

1. MAINTENANCE OF IMPROVEMENTS. Certain improvements including trees, shrubs, grass and care thereof require maintenance with certain Park Maintenance Districts.

2. MAINTENANCE DISTRICT BOUNDARIES. The boundaries of the park maintenance districts are established by resolution and are on file in the City Clerk's office.

3. ASSESSMENT METHOD. The entire maintenance costs shall be assessed against the entire district, based on either square footage of the lot or a per lot basis of the entire district exclusive of streets, avenues, alleys and public places all as provided in M.C.A. Section 7-12-4162.

4. COST OF MAINTENANCE. The Parks Department estimates that the cost of maintenance for fiscal year 2025 for the following Park Maintenance Districts is:

LINK Excel.Sheet.8 "\\\\bil-fileserv2\\Finance\\ForschS\\Council Memos and Resolutions\\FY 25 Tax Year 24 Resolutions and Public Notices\\PMD Assessment Rates FY25.xls" "Resolution!R1C1:R38C9" \a \f 4 \h * MERGEFORMAT

Park Maintenance District Name	Project Number	FY25 Revenue	FY25 Assessment Rate	sq ft or per lot
Harvest	684001	$ 208,264.00	0.0481	sq/ft
Olympic	684002	$ 191,371.00	0.0428	sq/ft
Parkland West	684003	$ 49,576.00	0.0235	sq/ft

Kiwanis/Durland	684004	$ 24,657.00	0.0359	sq/ft
High Sierra	684005	$ 84,348.00	0.0107	sq/ft
Forest Park	684006	$ 2,082.00	0.0033	sq/ft
Woodland Estates	684007	$ 5,461.00	0.0064	sq/ft
Terra West	684008	$ 27,533.00	0.0332	sq/ft
Aspen Grove	684009	$ 9,668.00	0.0262	sq/ft
Lakeview Drain	684010	$ 2,328.00	0.0097	sq/ft
Montana Avenue	684011	$ 62,183.00	0.0071	sq/ft
Country Manor (Village West-Circle 50)	684012	$ 51,441.00	0.0173	sq/ft
Broadway/City Hall	684013	$ 55,535.00	0.1242	sq/ft
Rush/Shiloh Point	684014	$ 13,871.00	0.0048	sq/ft
Howard Heights	684015	$ 9,082.00	0.0081	sq/ft
Mission United (West end Bike Trail)	684016	$ 11,692.00	0.0142	sq/ft
South Gate	684017	$ 6,376.00	0.0031	sq/ft
Frances Park	684018	$ 25,811.00	134.43	per lot
Rolling Hills (Silver Spur Trail)	684019	$ 11,093.00	357.84	per lot
Dokken (Town and Country)	684020	$ 9,617.00	480.85	per lot
Lutheran Park	684022	$ 12,195.00	157.80	per lot
Rimrock West	684023	$ 59,597.00	220.87	per lot
Walden Grove	684024	$ 31,526.00	0.0365	sq/ft
Rehberg Ranch	684025	$ 31,845.00	0.0116	sq/ft
Uinta and Twin Oaks	684026	$ 47,218.00	153.08	per lot
Ironwood	684027	$ 132,526.00	0.0180	sq/ft
Vintage Estates	684028	$ 13,077.00	69.60	per lot
Cottonwood	684029	$ 2,180.00	0.0016	sq/ft
Kings Green	684030	$ 13,550.00	255.04	per lot
Copper Ridge	684031	$ 115,190.00	322.14	per lot
Riverfront Pointe	684032	$ 1,448.00	13.40	per lot
Falcon Ridge	684033	$ 53,187.00	300.81	per lot
Josephine Crossing	684036	$ 17,596.00	0.0088	sq/ft
Terra West Entrance	684038	$ 4,828.00	59.14	per lot
Yellowstone Family Park	684040	$ 49,711.00	97.94	per lot
Annafeld Parks	684041	$ 16,974.00	0.0464	sq/ft
Total Annual PMD Assessment		**$1,464,637.00**		

LINK Excel.Sheet.8 "\\\\bil-fileserv2\\Finance\\ForschS\\Council Memos and Resolutions\\FY 24 Tax Year 23 Resolutions and Public Notices\\Assessments for PMDs FY24.xls" "FY 24 Resolution!R2C1:R39C5" \a \f 4 \h * MERGEFORMAT

5. DISPOSITION OF COLLECTIONS. The monies collected from the assessment shall be paid into the respective Park Maintenance Funds.

6. NOTICE OF HEARING. On Monday, September 9, 2024, at 5:30 o'clock p.m., or as soon thereafter as the matter could be considered on the agenda in the

Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made no less than 5 days prior to the hearing as provided in Section 7-11-1025, MCA.

7.EFFECTIVE DATE. This Resolution shall be effective upon adoption.

PASSED AND APPROVED by the City Council on the 9th day of September, 2024.

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/09/2024
Title:	Public Hearing and Resolution Revising and Assessing Encroachment Rental Fees
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council conduct a public hearing and approve the resolution setting and assessing the fees for encroachment rentals for FY25.

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

The City imposes an annual rental fee for approved encroachments within the right-of-way. Encroachments can include structures like fences, restaurant patios, signs, and conduit. To ensure safety and accessibility, the City requires property owners to obtain an encroachment permit whenever they wish to use any part of the right-of-way. The Public Works Department processes and approves these permit applications with an associated permit fee to cover the administrative costs of processing the application. Once an encroachment is approved, annual assessments of the rental fee for the right-of-way begin and continue until the permit is revoked. Awning and canopies in the Central Business District are not charged an annual rental fee in accordance with Resolution 86-15316.

From 1988 until FY21, the annual encroachment rental fee was set at $1.00 per square foot of the encroachment area. However, in FY21, Council adopted new fees and methodology. The current methodology is a tier structure consisting of two tiers. Tier 1 encroachments have minimal impact to the right-of-way and include awnings, overhanging signs, conduit, and other encroachments that minimally impact accessibility of the right-of-way. Tier 1 encroachments are recommended to be $2.21 per square foot in FY25, an increase of $.11 per square foot. Tier 2 encroachments have a major impact to the right-of-way and cause the part of the right-of-way that is encroached on to be unusable. Some types of Tier 2 encroachments are restaurant patios on the sidewalk, fences, stairs, and sheds. The City began increasing Tier 2 fees in FY21, with a five-year plan to gradually increase the rates to 50% of the average assessed value of adjacent properties. Due to a higher-than-expected increase in assessed value, it is recommended that this five-year plan be extended by three years to phase into the increases needed to reach an amount equal to the 50% average assessed value of the adjacent properties. Staff proposes raising Tier 2 fees from $5.15 to $6.45 per square foot, a 25% increase and recommends increasing the minimum fee from $25 to $26.50 per year to cover administrative costs. The additional revenue is intended to support right-of-way beautification efforts.

Five previous encroachments were removed, and ten encroachments were modified from Tier 2 to Tier 1 upon staff review of the encroachments' impact on the right-of-way. Included in the resolution is the list of property owners and assessments at the proposed FY25 encroachment rental fee amounts.

ALTERNATIVES

City Council may:

- Approve the Resolution to revise the encroachment rental fees; or,
- Approve an amended resolution to revise and assess the fees at another specified rate, or;
- Not approve the Resolution. If not approved, Council will need to approve a resolution at the September 23, 2024, Council meeting or no encroachment fees will be assessed for FY25.

FISCAL EFFECTS

The proposed FY25 encroachment rental fee will generate $110,119.18 for FY25. This is an increase of $1,194.02 over the FY24 revenues.

Attachments

Resolution

RESOLUTION 24-_____

A RESOLUTION REVISING FEES TO BE CHARGED FOR ENCROACHMENT RENTALS AND LEVYING RELATED ANNUAL ASSESSMENTS TO BE PAID BY PERSONS, FIRMS, AND CORPORATIONS WHO ARE MAINTAINING THE ENCROACHMENTS ON, OVER, ACROSS, OR ABOVE THE STREETS, AVENUES, SIDEWALKS, OR ALLEYS OF THE CITY OF BILLINGS.

WHEREAS, Section 13-301, Billings, Montana City Code provides that every person that has or maintains any structure, encumbrance, obstruction, or encroachment in or upon or extending or projecting on, over, across, or above and within seven (7) feet of the grade of any public property, public street, avenue, sidewalk, or alley shall obtain an encroachment permit and shall pay an annual encroachment rental fee; and

WHEREAS, Section 13-302 Billings, Montana City Code provides that the City Council shall establish the amount of the annual encroachment rental fee to be paid to the City for each structure, encumbrance, obstruction or encroachment; and

WHEREAS, Section 13-303 Billings, Montana City Code provides that the City Council shall annually, by resolution, make a special assessment for such annual encroachment rental upon lots abutting on that part of the street, avenue, sidewalk, or alley upon which a structure, encumbrance, obstruction or encroachment is situated on the owner of such abutting lots; and

WHEREAS, the encroachment rental fees should reflect payment for encroachments based on the impact of the encroachment to the right-of-way; and

WHEREAS, the City Council has duly considered the matter.

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

1. ENCROACHMENT RENTAL FEES. The City Administrator or his or her designee may determine in his or her discretion the boundaries of the encroachment area which may be larger than the physical dimensions of an item placed in the right-of-way. The encroachment rental fees to be charged by the City of Billings are hereby established as follows:

   A. Tier 1 encroachments shall be determined by the Public Works Department as those encroachments that have minimal impact to the right-of-way, including, but not limited to awnings, hanging signs, landscaping, and conduit.

      i. Annual rate per square foot of the encroachment area: $2.21
      ii. Annual rate per linear foot of the encroachment $2.21
      iii. Minimum annual fee per encroachment $26.50

B. Tier 2 encroachments shall be determined by the Public Works Department as those encroachments that have a major impact to the right-of-way, making the encroached upon right-of-way unusable to the public. Tier 2 encroachments include, but are not limited to signs on the ground, fences, restaurant patios, and buildings/structures in the right-of-way.

i. Annual rate per square foot of the encroachment area: $6.45
ii. Annual rate per linear foot of the encroachment $6.45
iii. Minimum annual fee per encroachment $26.50

2. TERM OF FEES. The above fees shall continue in full force and effect until changed by the City Council by subsequent resolution.

3. ANNUAL ASSESSMENT FOR RENTAL. That for the purposes of collecting said rents for the fiscal year 2025 for said structures, encumbrances, obstructions, and encroachments on, over, across, or above the streets, avenues, alleys, and sidewalks of the City of Billings, there is hereby fixed, levied and assessed a special assessment upon the lots or parcels of land provided in the schedule attached, described as EXHIBIT "A" and by this reference made a part hereof.

4. DISPOSITION OF COLLECTIONS. All monies collected from said assessment shall be paid to the Public Works Engineering Fund of the City of Billings, Montana.

5. NOTICE OF HEARING. On Monday, September 9, 2024, at 5:30 p.m. or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

6. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the _____ day of _____, 2024.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

EXHIBIT A

TAX CODE	PROPERTY OWNER	AMOUNT
A00028	N2 Incorporation A Montana Corporation	$ 64.50
A00029	APEX Billings LLC	$ 645.00
A00123	Trail Creek Properties LLC	$ 322.50
A00139	Carroll Bros LLC	$ 88.40
A00140	Shipton Supply Co Inc	$ 176.80
A00143	Benson Realty Holdings LLC	$ 44.20
A00146	Mcdonnell Family Irrevocable Trust	$ 176.80
A00243	Blgs U S Employees Fed Cr Union	$ 265.20
A00260	313 N Broadway LLC	$ 2,005.95
A00262	City of Billings/In Care of: Fox Theatre Group (Alberta Bair)	$ 198.90
A00264	Yellowstone County	$ 276.25
A00349	Roman Catholic Bishop of Grt Falls	$ 883.65
A00363	Cormier Properties LLC	$ 3,225.00
A00364	Gray, Michael J	$ 2,154.30
A00374	Lo, Chia Wei & Lin Lin	$ 309.60
A00495	Carroll Bro's LLC	$ 88.40
A00510	SKR Properties LLC	$ 6,192.00
A00568	Ac Investments LLC	$ 165.75
A00604	Mountrail Properties LLC	$ 45.15
A00618	Clock Tower Inn, LLC	$ 2,334.90
A00624	WFC I LLC	$ 83.85
A00636	Robertson, Jeff & Donna	$ 775.71
A00637	Acme Historic Hotel LLC	$ 2,502.60
A00642A	City of Billings	$ 428.41
A00642B	WSR LLC	$ 1,627.59
A00642C	CJM LLC	$ 20.90
A00644	Royer Property LLC	$ 993.30
A00656	Swank Properties LLC	$ 131.67
A00708	Marks, Steve	$ 13.25
A00710	Marks, Steve	$ 13.25
A00737	Rider, Theodore J & (Etal)	$ 64.50
A00774	Neal C La Fever Trust &	$ 11,094.00
A00776	Sturm & Drake Development LLC	$ 703.75
A00778	Glacier Bank	$ 1,330.42
A00781	Nelson, Bert A & Andrew	$ 812.70
A00783	Neal C LaFever Trust &	$ 696.60
A00796A	LCH Separate Property Revocable Trust	$ 29.03
A00796B	LCH Separate Property Revocable Trust	$ 20.45
A00796C	LCH Separate Property Revocable Trust	$ 8.58
A00796D	LCH Separate Property Revocable Trust	$ 15.42
A00796E	LCH Separate Property Revocable Trust	$ 8.71
A00796F	LCH Separate Property Revocable Trust	$ 16.51
A00796G	LCH Separate Property Revocable Trust	$ 7.74
A00796H	LCH Separate Property Revocable Trust	$ 4.45
A00796I	LCH Separate Property Revocable Trust	$ 4.32
A00796J	LCH Separate Property Revocable Trust	$ 4.52
A00796K	LCH Separate Property Revocable Trust	$ 2.90
A00796L	LCH Separate Property Revocable Trust	$ 4.06
A00796N	LCH Separate Property Revocable Trust	$ 3.93
A00796O	LCH Separate Property Revocable Trust	$ 4.45
A00796P	LCH Separate Property Revocable Trust	$ 4.32

A00796Q	LCH Separate Property Revocable Trust	$	4.52
A00796R	LCH Separate Property Revocable Trust	$	2.90
A00796S	LCH Separate Property Revocable Trust	$	4.06
A00796T	LCH Separate Property Revocable Trust	$	3.93
A00804	Makenna Hotel Investments LLC	$	838.50
A00806	Hotel Carlin Building LLC	$	8,133.45
A00807	Tristar Communications II LLC	$	341.85
A00817	Larson Family Properties LLC	$	503.10
A00822	Nelson, Andrew B	$	735.30
A00823	Eagle Hotel Building LLC	$	161.25
A00832	D B Squared LLC	$	3,918.38
A00833	Computers Unlimited	$	2,850.90
A00838	2223 Montana LLC	$	4,147.35
A00845	Bar A 7 LLC	$	237.04
A00939	Dean Dairy Fluid LLC	$	278.46
A00964	Roma Capital LLC	$	88.40
A01010	Phillips 66 Company	$	176.80
A01251	Conocophillips Company	$	44.20
A01264	Interfaith Hospitality Network Yellowsto	$	270.90
A01273	Plath, R Russell & Susan L	$	870.75
A01285	Halsten Holdngs LLC	$	101.66
A01293	Yellowstone Paper Company	$	193.50
A01298	Montana Rescue Mission	$	806.25
A01699	State of Mt Department of Admin	$	161.25
A01809	Koinonia Management Co LLC	$	110.50
A01963A	Yellowstone Art Museum	$	486.20
A02434A	Midtown Realty LLC	$	96.75
A02920	Karell, Jonathan	$	26.50
A03492	Chamberlain, Janel R	$	64.50
A04983A	Wilgus, Mark A & Josi D	$	55.25
A05968	Deaconess Medical Center of Billings Inc	$	671.84
A06751	Glynn, Andrew J	$	41.93
A07017	Jacobson, Richard Lee &	$	96.75
A07120	Billings Clinic	$	221.00
A07131	Billings Clinic	$	2,481.83
A07153	Billings Clinic	$	707.20
A07192	Billings Clinic	$	44.20
A07279	Billings Clinic	$	44.20
A07370	Leuprecht, Virginia G	$	37.57
A08646	Bryson, Jeffery A	$	161.25
A09085	Short, Daniel W & Elizabeth Ym	$	26.50
A09171	Main Street Partners	$	322.50
A10202	Lutheran Church of The Good Shepherd of	$	6,216.73
A10613	Stoughton, Alice Casady	$	657.90
A11091	Berry, Gale & Amy	$	322.50
A11193	Robertson, Matthew W	$	26.50
A11354	State of MT - Dept of Institutions	$	26.50
A11550	Billings Clinic	$	874.81
A11592	Sisters of Charity of Lvnwrth Hlth	$	33.15
A11630	Deaconess Medical Center of Billings Inc	$	176.80
A12102	Deaconess Medical Center of Billings Inc	$	492.83
A12194	Billings Clinic	$	126.28
A12226	Sisters of Charity of Leavenworth Health Services Corporation	$	1,591.20

A12584	Lavinder, Lisa	$	1,161.00
A12971A	Popp, Gregory A & Shelly	$	161.25
A13885	Thomas Family Living Trust, The	$	26.50
A13999	Duenow, Jake R & Chelsey N	$	161.25
A14554	Staley, Paul Thomas	$	374.10
A16557	Rimrock Hospitality LLC	$	33.15
A17571	Grand Lanes Inc	$	106.08
A17942	Emerick, Richard	$	58.05
A17949	Ballou, Carolyn J	$	77.40
A19326	Aci Real Estate Spe 103 LLC	$	26.50
A19570	Billings 9 RE2 LLC	$	123.76
A19680	Cozzens, Jeannine M	$	110.50
A20220	Pust, Noah A & Mary J	$	219.30
A20357	Jones Family Holdings LLC	$	66.30
A20610	Van Wagoner, Jeremy T	$	632.10
A20713	406 Property Group LLC	$	26.50
A20842	Teichert, Lyle W & Valerie Rose	$	64.50
A22975	Moffett, Dave	$	322.50
A23158A	Baxter, Shawn H & Ashley M	$	22.10
A23158B	Eckhart, Bryn	$	22.10
A23158C	Brien, Yuki Joy	$	22.10
A23158D	Fagg, Shelley R & Gertrude Stephens	$	22.10
A23158E	Cavazos, Francis S & Cora N	$	22.10
A23158F	Derke, Craig	$	22.10
A23158G	Heggem, Conner	$	22.10
A23158H	Tuss, Morgan &	$	22.10
A23703	Valkenburg, Cornelius A & Linda D	$	377.33
A24268	Collett, Gordon C & Siv D	$	55.25
A24843	Schneider, Jason & Summer	$	322.50
A28233A	Grand West Property LLC	$	124.74
A28233B	Grand Ave Investor LLC	$	417.32
A28233C	Grand Ave Investor LLC	$	74.69
A28233D	Grand Ave Investor LLC	$	72.76
A28233E	Grand Avenue Investors LLC	$	84.50
A29218	Bottrell Family Investments LP	$	265.20
A30109	King Al Holding LLC (50%) &	$	287.30
A31092	Hanser Capital Holdings LLC 49.9% Int	$	1,105.00
A31495	Hunters Pointe Apartments LLC	$	193.50
A33004	Sermon, Edward J & Regina L	$	26.50
A36143	Corp of Presiding Bishop of Chur of Jesus Christ of Latter Day Saints	$	1,160.25
C01755	Parker, Patrick A &	$	26.50
C06176	Zimny, Gerard P & Michelle A	$	725.63
C07319	Magga LLC	$	1,560.26
C08660	Eggebrecht Family Limited Ptnrshp	$	26.50
D00527	RMR I LLC	$	2,210.00
D01389	Hanser Automotive Co Inc	$	4,431.15
D04718	Ellis, Shelley M	$	129.00
D05900	B Who U R, LLC	$	9,288.00
D05903	Gem Fitness Properties LLC	$	645.00
E00004A	Northwestern Energy-T & D	$	371.28
	Total	$	110,119.18

City Council Regular

Date:	09/09/2024
Title:	Public Hearing and Resolution Setting Annual Light District Assessments for FY25
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council conduct a public hearing and approve the proposed resolution adopting the annual Special Improvement Lighting Maintenance District (SILMD) assessments for FY25.

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

Montana Code Annotated, Section 7-12-4332, requires that the City Council annually adopt a resolution to assess the costs for each Special Improvement Lighting Maintenance District (SILMD) on or before the first Monday in October each year. The amount assessed is based on anticipated utility rates, estimated maintenance costs and administrative fees, as well as the reserve requirements needed for each district. The attached resolution specifies the proposed SILMD assessments for FY25.

ALTERNATIVES

City Council may:

- Approve the resolution assessing annual light districts; or,
- Not approve the resolution. If Council does not approve the resolution, Council will need to approve the resolution at the September 23, 2024, Council meeting to be in compliance with State statutes.

FISCAL EFFECTS

SILMD assessments for FY25 will generate approximately $2,750,715 in revenues, which is the amount calculated to recover the estimated costs of electricity, maintenance and administration fees, and to maintain an adequate cash balance in each light district fund. The SILMD assessment will increase for 75 light districts, decrease for 38 light districts, and remain unchanged for 84 light districts. The overall increase for existing light districts in FY2025 compared to FY2024 is $38,035 or 1.4%.

Attachments

FY25 Resolution SILMD's
Presentation

RESOLUTION 24 -_____

A RESOLUTION LEVYING AND ASSESSING PROPERTY IN SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICTS OF THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, certain lighting maintenance districts have been created within the City of Billings; and

WHEREAS, Title 7, Chapter 12, Part 43, Montana Code Annotated (MCA) provides for assessing the costs of maintaining lights and furnishing electrical current annually within these lighting maintenance districts; and

WHEREAS, §7-12-4332, MCA. provides that the City shall pass a resolution levying and assessing maintenance costs.

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

1. DISTRICTS AND ASSESSMENTS. The lighting maintenance districts and assessments shall pay one hundred percent (100%) of all the costs of maintenance and lighting are hereby levied and assessed as listed on EXHIBIT "A" attached hereto, and by this reference, said exhibit is made a part hereof.

2. PERIOD OF ASSESSMENT. That said assessments shall pay costs for the fiscal year 2024 (July 1, 2024, through June 30, 2025).

3. DISPOSITION OF COLLECTIONS. That the assessments as collected shall be placed in the respective lighting maintenance funds and shall be used to pay the costs of maintenance and lighting as provided by law.

4. NOTICE OF HEARING. On Monday, September 9, 2024**,** at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 9th day of September 2024.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Exhibit A

District Number	FY 25 Assessment
8	$6,400
9	$5,600
10	$18,500
13	$215,000
14	$105,000
17	$18,000
95	$12,500
97	$130,000
99	$15,500
100	$29,500
107	$27,000
109	$69,000
113	$7,400
114	$14,500
115	$3,400
116	$9,000
117	$52,000
118	$3,300
119	$2,100
121	$39,000
122	$2,900
123	$5,000
124	$15,000
125	$6,100
126	$3,000
127	$10,800
128	$7,700
129	$5,100
130	$1,900
131	$13,525
133	$3,500
134	$8,000
135	$8,000
136	$7,200
137	$6,200
138	$11,500
139	$3,850
143	$9,000
144	$430
145	$7,200
146	$5,600
147	$6,700
149	$35,000
150	$11,500
151	$9,800

152	$65,000
153	$8,300
154	$18,500
155	$7,800
157	$14,100
158	$12,300
159	$14,000
160	$11,000
161	$16,100
162	$830
163	$17,900
164	$5,800
165	$13,500
167	$3,700
171	$8,700
172	$8,200
173	$18,500
174	$15,500
175	$5,100
176	$620
178	$4,000
179	$8,100
180	$5,500
181	$26,000
182	$9,200
183	$18,000
184	$5,800
185	$2,200
186	$17,000
187	$3,600
188	$4,400
189	$3,700
190	$19,000
191	$6,500
192	$4,800
193	$11,600
194	$12,000
195	$5,600
196	$2,700
197	$2,550
198	$1,800
200	$4,000
201	$7,850
202	$17,000
203	$800
204	$11,500
205	$490
206	$5,000

207	$6,000
209	$8,400
210	$3,000
211	$1,700
212	$5,400
213	$0
214	$5,500
216	$2,200
217	$7,800
220	$13,200
221	$130
222	$2,000
223	$4,200
224	$20,000
225	$10,200
226	$4,400
227	$13,500
228	$12,500
229	$6,500
230	$15,000
231	$9,000
232	$39,000
233	$28,000
234	$10,400
235	$11,500
236	$3,800
237	$6,000
238	$240
239	$1,480
240	$15,400
241	$8,800
242	$1,310
244	$1,700
245	$1,100
246	$5,200
247	$14,200
249	$42,000
250	$6,500
251	$58,000
252	$8,600
253	$27,000
254	$4,800
255	$4,900
257	$20,000
258	$42,000
259	$39,000
261	$7,800
262	$47,000

263	$22,500
264	$5,000
265	$5,600
266	$1,300
270	$11,800
271	$14,300
272	$43,500
273	$3,300
276	$10,500
277	$13,100
278	$5,750
279	$950
280	$12,000
283	$11,000
285	$4,800
286	$3,800
288	$28,500
289	$5,600
290	$3,000
292	$9,600
293	$3,740
294	$7,300
295	$1,750
296	$19,000
297	$3,360
298	$3,000
299	$5,100
300	$6,360
301	$79,000
302	$6,500
305	$20,000
306	$6,100
307	$79,000
308	$4,100
309	$10,500
310	$3,500
311	$6,500
312	$14,000
313	$9,500
315	$15,000
316	$17,800
317	$3,000
318	$12,200
320	$8,500
321	$16,000
322	$3,400
323	$34,000
324	$13,500

325	$8,400
326	$3,300
327	$3,000
328	$12,000
329	$5,000
330	$8,000
331	$0
332	$3,700
Total	$2,750,715



Billings
PUBLIC
WORKS

Street Improvement Lighting Maintenance Districts (SILMDs)

Fiscal Year 2025 Assessments

Overview



- Assessments reviewed by Council annually
- Cover the costs of maintenance and electricity through assessments to properties within each district area
- 197SILMDs
  - City-owned = 65
  - Owned by other entities = 123
  - Combination = 9

Overview…*continued*

- **Fiscal Year 2025 Assessments will generate $2,750,715 in revenues.**
  - No change - 84 districts
  - Decrease - 38 districts
  - Increase - 75 districts

- **There is an overall increase in assessed fees of $38,035 from FY2024.**

The Street and Traffic Division maintains 4,476 lights annually!



Decorative lighting in downtown.

Billings
PUBLIC
WORKS





THANK YOU

"Exceed expectations through innovation, integrity, and service to the community."

City Council Regular

Date:	09/09/2024
Title:	Public Hearing and Resolution for Sidewalk Construction and/or Repair Assessments
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the attached sidewalk assessment resolution.

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

Construction and/or repairs were completed by the Public Works Department for properties identified in the ongoing Sidewalk Construction Program and are ready to be assessed per the attached resolution.

Pursuant to ARTICLE 13-1200, BMCC, property owners are invoiced for the total cost of sidewalk construction and/or repairs, including permits, and have sixty (60) days to pay the assessed amount in whole. If the charges are not paid within the given time, the City may impose the total amount due as a special assessment lien against the property. Interest will accrue at the percentage rate as determined by the most recent bond issue sold for the Annual Miscellaneous Sidewalk, Curb, and Gutter Improvements program and will be assessed from sixty-one (61) days after the original invoice date until the time all assessed costs are received by the City. The Sidewalk Hazard Repair Fund initially pays the costs and collected assessments will reimburse that Fund.

The attached list of properties had sidewalk construction and/or repairs completed in June and October 2023.

ALTERNATIVES

City Council may:

- Approve the resolution; or,
- Not approve the resolution, in which case the property owners will not be assessed, and gas tax funds will be required to pay the costs of construction and/or repairs.

FISCAL EFFECTS

The assessments total $6,689.72 and the payments will reimburse the Sidewalk Hazard Repair Fund.

Attachments

2024 Sidewalk Repair Resolution
Presentation

RESOLUTION 24-_____

A RESOLUTION LEVYING AND ASSESSING SIDEWALK REPAIR COSTS UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO PAY THE COST OF REPAIRS ON SIDEWALKS CONSTRUCTED PER THE ON-GOING SIDEWALK CONSTRUCTION PROGRAM

WHEREAS, sidewalks in certain locations in the City have deteriorated, settled and cracked, and the safety and convenience of the public require installation, construction, reconstruction, repair and/or replacement thereof; and

WHEREAS, §7-14-4109, MCA, provides that the City Council is authorized to order the installation, construction, reconstruction and/or replacements of certain sidewalks in certain locations in the City without creation of a special improvement district; and

WHEREAS, Billings, Montana City Code, Article 13-1200, provides that Public Works shall prepare and present a resolution containing a list of properties which have been identified in the on-going Sidewalk Construction Program and construction and/or repair, and including permit costs, have been paid for by the City and the owner of those properties have not paid in full the costs for those repairs.

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

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to reimburse for the cost of repairs made to sidewalks, there is hereby levied an assessment upon the owners and parcel described on Exhibit 'A' attached hereto.

2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.

3. DISPOSITION OF COLLECTIONS. Monies collected from assessment shall be paid to the Sidewalk Hazard Repair Fund of Billings, Montana.

4. NOTICE OF HEARING. On Monday, September 9,2024, at 5:30 p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 9th day of September, 2024.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

PROPERTY OWNER	TAX CODE	AMOUNT
Nicole Hanto & Bailey Nickoloff	A12435	522.07
Matthew S & Amy K Queen	A15502	269.06
Heather A Nolan	A15513	486.37
Craig Kehrwald	A10287	921.01
Erik Burkett	A10291	269.06
Pedro Najar	A10293	269.06
Matthew Kellinger	A10240	269.06
Walter Miller	A10251	486.37
Richard Ryan	A10265	269.06
Karin Versland	A10267	921.01
Delores Koerber	A10339	444.98
Priscilla Ector	A10348	486.37
Jesse Hall	A10358	269.06
McCay Martwig	A10309	269.06
Randolph Hold	A10312	269.06
Beverly Wiley	A15463	269.06



FY25 ASSESSMENTS

SIDEWALK REPAIR & CONSTRUCTION

Billings
PUBLIC
WORKS

Sidewalk Hazard Fund/Assessments

Minor Sidewalk Repair Options

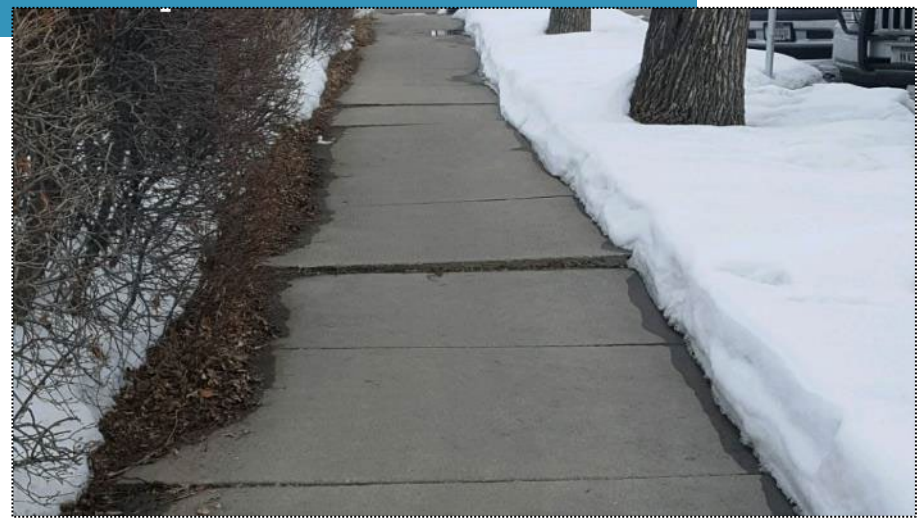
- Complete repairs themselves
- Public Works completes repairs

Property Owner Payment Options

- Pay before assessment is levied
- Pay in 1 lump sum with annual property taxes
- Pay over 5 years with annual property taxes

FY24 Assessments to be Levied

- 16 Properties
- 1 Property Owner Paying Over 5 Years
- Total Amount is $6,689.72







City Council Regular

Date:	09/09/2024
Title:	Public Hearing and Resolution approving and adopting FY2024 Budget Amendments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve the budget amendment for fiscal year 2024.

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

On August 14, 2024 the City Council Budget and Finance Committee reviewed the FY24 Budget vs. Actual Reports and discussed needed budget amendments.
There are two budget amendments needed for FY24, otherwise the City will not be in compliance with Montana Code Annotated Title 7, Chapter 6, Part 40 *Local Government Budget Act*.

Fire Department -- Public Safety Fund

The Fire Department exceeded the amount budgeted for FY24 Personal Services. This was primarily driven by two factors. First, the City settled a contract with the Local Union 521 setting wages for FY24 in November. The amounts that were agreed to were more than what was included in the budget. We had expected to be able to cover the additional amounts with reduced overtime and managed vacancies. This ended up not being possible, as the high number of vacancies and injuries within the Fire Department increased the need for overtime. As a result both the wages and overtime budgeted amounts were not sufficient to cover the costs. As a result a budget amendment $974,952 is needed for the Fire Department. The proposed increase is recommended to be covered by reductions that existed elsewhere in the Public Safety Fund and General Fund. The overall budget impact is $0.

Department - Fund	Increase/(Decrease)
Fire Department - Public Safety	974,952
Police Department - Public Safety	-415,025
Municipal Court - General Fund	-212,900
City Attorney - General Fund	-157,497
Administration - General Fund	-110,702
Finance - General Fund	-63,828
Mayor & Council - General Fund	-15,000
	0.00

City Hall Construction Fund

The City Hall Construction fund exceeded the budgeted amounts in FY24. This is a result of approved change orders, primarily for the generator, elevators, and windows and debt issuance costs. The additional costs will be covered by the authorized lease financing that Council approved, and will ultimately be paid through a combination of an annual appropriation and Historic Tax Credits. The additional amount needed in the City Hall Construction Fund is $1,305,468.

ALTERNATIVES

City Council may:

- Approve the recommended budget amendments; or,
- Not Approve the recommended budget amendments. Failure to approve the amendments could place the City in non-compliance with Montana Code Annotated.

FISCAL EFFECTS

The impact to the FY24 budget would be an overall increase of $1,305,468 in the City Hall Construction Fund. The budget amendment in the Public Safety Fund will be offset by reductions in the Public Safety Fund and General Fund. The increased costs in the City Hall Construction Fund will be paid for with lease financing that was approved and the future realization of Historic Tax Credits.

Attachments

Budget Amendment Resolution

RESOLUTION 24-

A RESOLUTION ADOPTING **FISCAL YEAR 2024** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review **(FY 2024**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 3rd day of September 2024

THE CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

EXHIBIT A

Fund 1500/0100 - Fire Department

The Fire Department incurred salaries and overtime costs in excess of the budgeted amount. These were related to significant short staffing, and the labor contract that was settled during the fiscal year, of which, no budget amendment occurred. These costs were covered by reducing budgets that were unspent in the Police Department and General Fund

Fire Department - Public Safety	974,952	Personal Services
Police Department - Public Safety	(415,025)	Personal Services
City Attorney - General Fund	(157,497)	Operations & Maint.
City Court - General Fund	(212,900)	Operations & Maint.
Administration - General Fund	(110,702)	Ops. & Maint. and Pers. Services
Finance - General Fund	(63,828)	Ops. & Maint. and Pers. Services
Mayor & Council - General Fund	(15,000)	Operations & Maint.

Fund 4940 - City Hall Construction

A budget amendment is needed for the City Hall Construction Fund. These are related to the contracts and change orders approved during the fiscal year. The additional work was related to the additional window replacements, generator, financing costs, and architect fees. These costs will be covered through the authorized financing.

City Hall Construction	80,000	Bond Issuance Costs
City Hall Construction	1,225,468	Capital Outlay

City Council Regular

Date:	09/09/2024
Title:	Public Hearing and Resolution to create the City of Billings Planning Commission
Presented by:	Anna Vickers, Planning Division Manager
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council conduct a public hearing on the creation of the City of Billings Planning Commission to comply with the Montana Land Use Planning Act (MLUPA) and approve the Resolution Establishing a Planning Commission.

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

In 2023, the Montana State Legislature passed Senate Bill 382, the Montana Land Use Planning Act (MLUPA), codified in Title 76, Chapter 25 of the Montana Code Annotated. The intent of the Act is to provide a comprehensive land use planning system that promotes the health, safety, and welfare of the people of Montana. The Act outlines that a municipality with a population at or exceeding 5,000 located within a county with a population at or exceeding 70,000 in the most recent decennial census shall comply with the provisions. The Act outlines that each local government shall establish a Planning Commission.

The Montana Land Use Planning Act mandates that municipalities develop and implement a growth policy to guide future development. The growth policy serves as a comprehensive plan that addresses land use, economic development, housing, public services, and natural resources. To comply with state regulations and to support our city's strategic development goals, it is crucial to establish a dedicated body to manage these efforts. The Planning Commission shall review and make recommendations to the City Council regarding the development, adoption, amendment, review and approval or denial of the following documents:

- The Land Use Plan and Future Land Use Map
- Zoning Regulations and Map
- Subdivision Regulations
- Any other legislative land use planning document the City Council designates.

The Planning Division is proposing that the first Planning Commission act as an interim body consisting of seven (7) members previously appointed by the City Council to the City-County Planning Board, City Zoning Commission, City Board of Adjustment: five (5) members from each City Ward that sit on the Planning Board, and the remaining two (2) members being the chair of the City Zoning Commission and the chair of the City Board of Adjustments. These members are experienced in land use issues, subdivision, transportation planning, zoning regulations.

The Commission is intended to remain in place until the adoption of the growth policy by the City Council. The Resolution outlines that members of the Commission will remain appointed until:

1. May 17, 2026
2. Creation of the permanent Planning Commission
3. Until reappointment as a member of the permanent Planning Commission, if applicable or
4. Until their successor are otherwise appointed and qualified, whichever occurs first.

Elements in the development of the permanent commission include:
1. Drafting the resolution/ordinance for City Council's approval, outlining the establishment, powers, and duties of the City Planning Commission.
2. Appointment of members: solicit applications and nominations for commission members, ensuring a transparent and inclusive selection process.
3. Initial meeting and training: conducting an inaugural meeting and provide training on relevant laws, regulations, and planning principles.

The establishment of a City Planning Commission will provide several key benefits:

- Structured Development: Ensures that urban growth is well-planned, sustainable, and aligns with the City's

strategic vision.
- Community Involvement: Encourages active participation from residents and stakeholders in the planning process.
- Expert Oversight: Leverages the expertise of commission members to make informed decisions about land use and development.
- Regulatory Compliance: Ensures that all development activities comply with state and local regulations, minimizing legal risks.

STAKEHOLDERS
By adopting this resolution, the City Council assures residents of an experienced commission that will help guide the development of the City Growth Policy.

ALTERNATIVES
City Council may:

- Approve the Resolution to create the City Planning Commission to meet the requirements of the Montana Land Use Planning Act; or,
- Not Approve the Resolution to create the City Planning Commission. By not adopting the Resolution, the City will not be in compliances with the required element of the Montana Land Use Planning Act and will slow the efforts to develop a land use plan, future land use map, and make any regulatory changes to the zoning and subdivision regulations by the Legislative imposed deadline of May 2026.

FISCAL EFFECTS
The adoption of this resolution will not directly affect city finances as funds were budgeted by City Council to help cover this effort, the Planning Division applied for a state grant to supplement the local funds, and the Billings MPO has directed funds to transportation elements of this effort as well as sharing the latest transportation planning plans and studies that will help inform this work.

SUMMARY
The creation of a City Planning Commission is a strategic move to support our City's growth and development in a structured and sustainable manner. By leveraging community input and expert guidance, we can ensure that our City Growth Policy reflects the values and needs of our residents while complying with the Montana Land Use Planning Act.

Attachments

Planning Commission Resolution

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A PLANNING COMMISSION REQUIRED BY THE MONTANA LAND USE PLANNING ACT

WHEREAS, the 2023 Montana Legislature passed Senate Bill 382, the Montana Land Use Planning Act (MLUPA), codified in Title 76, Chapter 25, of the Montana Code Annotated to provide a comprehensive land use planning system that promotes the health, safety, and welfare of the people of Montana.

WHEREAS, a Planning Commission is authorized and required by MLUPA in §76-25-104, MCA.

WHEREAS, as required by MLUPA, the City of Billings must either establish a municipal Planning Commission or so designate an existing, legally authorized planning board, zoning commission, or planning and zoning commission as a Planning Commission for the purposes of MLUPA.

WHEREAS, the City desires to establish a separate Planning Commission for the City of Billings for the purposes of implementation of MLUPA and the requirement to develop a City Growth Policy that reflects the requirements of MLUPA.

WHEREAS, the City of Billings, the Town of Broadview, and Yellowstone County currently operate a City-County Planning Board pursuant to a 1995 Interlocal Agreement. Therefore, the Planning Commission established by this Resolution will be an interim body until the City is in a position to create a permanent Planning Commission.

WHEREAS, the City desires to appoint the existing five City Ward members of the City-County Planning Board and one member each from the City Zoning Commission and City Board of Adjustment to the Planning Commission until the City fully implements the MLUPA and creates a permanent Planning Commission.

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

1. Planning Commission Established

A Planning Commission for the City of Billings is established as required by MLUPA and is subject to Billings, Montana City Code (BMCC) Article 2-500. The Planning Commission shall have the duties and responsibilities set forth below until such time as the MLUPA has been fully implemented by the City of Billings and a permanent Planning Commission is created, which shall happen no later than May 17, 2026.

2. Duties and Responsibilities

The Planning Commission shall review and make recommendations to the City Council regarding development, amendment, review, adoption, and approval or denial of the following documents:

A. The land use plan and future land use map as provided in Title 76, Chapter 25, Part 2;
B. Zoning regulations and map as provided in Title 76, Chapter 25, Part 3;
C. Subdivision regulations as provided in Title 76, Chapter 25, Part 4; and
D. Any other legislative land use planning document the City Council designates.

3. Planning Commission Composition

The Planning Commission shall consist of seven (7) members previously appointed by the City Council to the City-County Planning Board: five (5) members from each City Ward and the remaining two (2) members being the chair of the City Zoning Commission and the chair of the City Board of Adjustment. If a member from those entities is unable or unwilling to serve, then applications from the remaining members will be sought and considered by City staff and a recommendation will be forwarded to Council for consideration.

4. Terms

The initial members appointed in accordance with this Resolution shall initially serve until: 1) May 17, 2026, 2) the creation of the permanent Planning Commission, 3) until re-appointed as a member of the permanent Planning Commission, if applicable, or 4) until their successors are otherwise appointed and qualified, whichever occurs first.

5. Planning Commission Qualifications

The members of the Planning Commission shall be residents of the City of Billings and meet the qualifications of BMCC Section 2-501.1.

6. Removal

Planning Commission members serve at the pleasure of the City of Billings City Council and may be removed as set forth in BMCC Article 2-500.

7. Planning Commission Vacancies

Vacancies occurring on the Planning Commission will be filled for the unexpired term by the City Council subject to BMCC Article 2-500. Any appointment would also fill the vacancy on the respective board outlined within Section 3 of this Resolution and will be made in the same manner and subject to the same qualifications as an appointment to the respective board or commission.

8. Meetings of the Planning Commission

The Planning Commission shall meet monthly, on the date and time established within the Planning Commission By-Laws. Special meetings may be called as often as required to advance the roles and duties of the Planning Commission outlined in Section 2 of this Resolution. A quorum shall consist of a majority of currently appointed voting members of the Planning Commission. A quorum must be present for the Planning Commission to take

official action. A favorable vote of at least a majority of the quorum is required to authorize an action at a regular or properly called special meeting.

9. Meeting Notifications

All meetings of the Planning Commission shall be open to the public. Meeting notices shall be posted as required by the MCA for noticing meetings of public bodies and as otherwise required by Billings Code or the City Council approved Planning Division Public Participation Plan.

10. Officers

The Planning Commission shall include a Chairperson, Vice-Chair and Secretary. The Chair and Vice-Chair shall serve one (1) year terms. Officer elections shall be held on the 1st meeting of each calendar year. The Secretary of the Planning Commission shall be an ex officio, non-voting staff liaison or other staff member as assigned by the Planning Director.

11. Compensation and Budgeting

All expenses for the operation of the Planning Commission are paid from the City of Billings Planning Division Budget. Authorization for any related planning expenses incurred by the Planning Commission is the responsibility of the Planning Division or as directed by the City Administrator. The Planning Commission has no authority to establish a budget, levy taxes, or indebt the City or itself.

12. Organization and By-Laws

The Planning Commission shall adhere to the requirements specified in MLUPA, applicable ordinances, resolutions, policies, and regulations of the City of Billings that govern boards and commissions. The Planning Commission shall follow Roberts Rules of Order, Newly Revised for meeting procedures.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the ____day of _____ 2024.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk